



Operation Policy, Rules, Regulations & Vendor Agreement

KDA MARKETS is a modern, curated market providing a desirable shopping experience. We pride ourselves in selecting a rotation of vendors that appeal to a diverse, community of shoppers to participate in events personally sponsored by KDA MARKETS. Our ultimate objective is to provide avenues through which local artisans can market their goods and showcase their talents, build their brand and grow their business.

In addition, KDA MARKETS often collaborates with multiple venues and markets to help develop and facilitate action plans to produce new traffic to their business thereby giving our vendors additional opportunities to showcase their craft and create relationships with potential new customers.

APPLICABILITY OF THIS POLICY: This policy applies to all events/markets held or managed by KDA MARKETS. The signing and submitting of any vendor application are a statement the vendor has read, understands and agrees to this policy in its entirety.

OVERVIEW: The Owner, KDA UNLIMITED LLC D.B.A KDA MARKETS “KDA MARKETS”), is referred to throughout this policy. KDA MARKETS has full authority regarding the operation and management of events and will enforce all policies outlined. This policy may be revised or amended at any time without notice. Current policy will be posted on the website and it is the vendor’s responsibility to check for any policy updates.

We reserve the right to deny acceptance of any application or membership for any reason and reserves the right to revoke an application or membership at any time. For the best interests of the event or venue, and at the discretion of the Owner, any vendor violating this policy may not be accepted for future events with KDA MARKETS and its partners, clients, collaborations and etc.

GENERAL

1. All documents required by KDA MARKETS including Market Rules, Contract, Vendor Application, Certificate of Liability Insurance (strongly recommended for all vendors), Hold Harmless Agreement (signed by every party working on your behalf). All documents must be signed and submitted to the KDA MARKETS prior to participation.
2. “Vendor” - The market identifies a vendor as an individual or group of associated individuals who sell their products at the market.
3. Submission of the Vendor Application does not guarantee acceptance to any of our markets or those we manage. Vendor will be contacted once the Application has been reviewed.
4. Vendors that wish to participate in other markets managed by KDA MARKETS may be required to submit a market application and agreement for other markets.
5. Vendors under 18 years of age may apply. However, a parent or legal guardian must sign the application and accompany the minor vendor at all times while at the Market. All vendors must comply with all applicable city, county, state, and federal health regulations and permits at all times. It is each vendor's responsibility to provide current copies to KDA MARKETS as well as to keep copies at the market to be available for inspection by government/ municipality officials.
6. Only one vendor per booth space is permitted. Booth sharing is not allowed.

MARKET OPERATIONS

Markets are open for business according to the stated hours for each event. If operational dates fall on a holiday, Vendor will be advised if the market will be closed that day. Vendors are expected to keep their booths open for business during all market hours unless otherwise approved by the Market Manager. Vendors that leave before the market ends without permission may not be allowed to participate in future markets.

KDA MARKETS will typically be held, rain or shine. However, in the case of extreme inclement weather occurring (sustained high winds, lightening, flooding, etc.) appropriate decisions will be made by the management team as to cancelling the market, delaying the market, closing the market early, etc. The safety of our vendors and customers is of the utmost importance. Personal safety, however, is ultimately each individual's responsibility. In that regard, we encourage our vendors to take responsibility for their own personal safety at all times.

PERMITTED TYPES OF VENDORS

KDA MARKETS and/or its collaborative clients/venues have the right to approve or deny all items brought into the marketplace. Specific types of products (i.e. jewelry, fashion, artistry and etc.) are unique in itself and may allow for more vendors in a particular category. However, the number of producers per category/industry may be limited when necessary to maintain market balance. We will make reasonable efforts to maintain market balance and try to resolve any issues with similar products.

NON-FOOD VENDORS:

KDA MARKETS is open to Farmers, Artisans, Vintage, Designers, Creatives, Artists, and products/items that fit with the ambiance of the market (i.e. vintage; jewelry; fashion; art; home décor).

COTTAGE FOOD:

KDA MARKETS will observe the "Cottage Food" regulations defined by the Texas Department of State Health Services. Please read the "Cottage Food Production Operation" for further information by visiting <http://www.dshs.state.tx.us/foodestablishments/cottagefood/faq.aspx> .

1. A vendor who operates a cottage food production operation must successfully complete a basic food safety education or training program for food handlers accredited under Health and Safety Code, Chapter 438(D) by January 1, 2014. Please find attached a list of contacts regarding the food handler training.
2. Vendors with products labeled as organic must carry the USDA organic seal. Vendors must show proof of the USDA organic certification. Guidelines are available at www.ams.usda.gov/nop/nop/standards.html
3. Foods sold by a cottage food production operation must be packaged and labeled. The food must be packaged in a manner that prevents product contamination, except for foods that are too large and or bulky for conventional packaging. The labeling information for foods that are not packaged must be provided to the consumer on an invoice or receipt. The label must include: a. The name and address of the cottage food production operation. b. The common or usual name of the product, if a food is made with a major food allergen, such as eggs, nuts, soy, peanuts, milk or wheat that ingredient must be listed on the label. c. A statement: "This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department." d. The labels must be legible.
4. No reselling allowed.
5. Food Sampling: All vendors wishing to provide samples must: (a.) Distribute the samples in a sanitary manner. (b.) Wash any produce intended for sampling with potable water to remove any visible dirt or contamination. (c.) Wear clean, disposable plastic gloves or observe proper hand washing techniques at all times while handling the samples. (d.) Use smooth, nonabsorbent, and easily cleaned (i.e. metal or plastic) utensils and cutting surfaces for cutting samples, or use disposable utensils and cutting surfaces. (e.) Maintain any samples and remaining produce at or below 41°F or discard within two hours after cutting or preparation. (f.) If Vendor offers samples, it MUST have a trash receptacle at their booth, and they must remove all trash from their booth space upon leaving the market.

PRODUCTS

Only items that have received Prior Approval from the KDA MARKETS will be allowed to be sold by Vendor. "Prior Approval" includes products that are listed on the Vendor Application or on an Amended Vendor Application and approved to be sold at the market. An Amended Vendor Application must be submitted and approved by the KDA MARKETS or ANY changes to the original Vendor Application (including additional products to be sold or products no longer sold). All products sold must comply with federal, state, and local laws and requirements pertaining to the labeling of the products. Vendor must not represent their products in any way other than truthfully and transparently. False advertising, whether conveyed orally or written, or conveyed by labeling or signage, is strictly prohibited. The KDA MARKETS will conduct periodic inspections of the product to verify that the products on display are consistent with the products that were approved for the market.

VENDOR SELECTION PROCESS:

1. Complete the application form which is available through the "Become A Vendor" link on the website. You may also request an application and agreement/contract via mail or e-mail. Please send application requests to KDAMarkets@hotmail.com. All items on the application must be completed. Sales and Tax Permit and Vendor Agreement/Contract must accompany your submitted application. A signed agreement must be submitted in order to participate in any market.
2. The Market's Application Committee will review the application packet and either accept or reject it for our events.
3. The KDA MARKETS will notify applicants regarding the Committee's decision.

EVENT REGISTRATION PROCESS

1. Once you have been approved as a Market Vendor, you will also receive a link to our online booking tool where you may register for upcoming events.
2. Once your event registration approved, an e-mail with payment instructions will be sent to the contact person listed on the application. **DO NOT submit payment prior to receiving an approval e-mail** as the number of producers per category/industry may be limited when necessary to maintain market balance Booth reservations are handled on a **first-come, first-served basis** and will not be secured until full payment is received.
3. Confirmed vendors will receive an event email containing details of the booked event no later than the week leading to the event.

BOOTH INFORMATION

Each vendor will be assigned a 10x10 booth spaces unless otherwise specified. KDA MARKETS may permit a vendor to occupy and pay for more than one booth if the amount of product brought justifies it and if the market can accommodate it. Requests for additional booth space must be made in advance. Booths must be attended by the applying vendor or their employee/representative.

KDA MARKETS will assign booths based on the best interests of the markets as a whole, as well as criteria identified by the Owner. While vendors may have a customary location, this location is subject to change at the discretion of the Market Manager. We will consider the various needs of particular vendors and accommodate them to the extent possible. **Booth sharing is not allowed.**

BOOTH FEES

Booth fees will fluctuate per event. Each additional booth incurs an additional fee. Booth space is not guaranteed or secured for the vendor until all required documents and agreement have been submitted and payments has been made. Booth space is filled on a first come, first served basis according to date of approval and processed payment. KDA MARKETS does not guarantee space availability for any market, unless the vendor has been confirmed for that market.

BOOTH PAYMENT

Vendors who have been accepted into a market will be invoiced and must pay the invoice within 48 hours of receipt of their invoice in order to secure a booth. Booths will not be secured until full payment is received. Vendor may pay by cash, money order, credit card, PayPal, Cash App or Venmo

***Note: DO NOT submit payment prior to receiving an approval e-mail** as the number of producers per category/industry may be limited when necessary to maintain market balance.

REFUNDS

KDA MARKETS does not issue refunds.

RESCHEDULED OR ROLL OVER EVENT:

If an event must be rescheduled or must roll over to the next event date due to inclement weather or uncontrollable circumstances, KDA MARKETS will make all possible attempts to roll over paid vendors to the next available event date without proration, whichever is in the best interest of our markets. “Roll Over” vendors will receive priority for filling space before other vendors can book. No refunds will be issued for vendors who decide not to “roll over” to the rescheduled event.

VENDOR REQUIREMENTS:

Vendors are required to provide their own tents, tables, chairs, displays, decorations, products, etc. for every event unless otherwise indicated.

Tents: Tents are required for all uncovered outdoor booths. 10×10 straight-leg canopy tents only. Tents must be in good condition. Tents must be secured with no less than 40 pounds of weight per tent leg. Outdoor vendors without tents will not be allowed to set up. Any outdoor vendor found not having proper weights and/or amounts may be asked to leave the event without refund. No exceptions.

Booth Decorations & Organization: KDA MARKETS reserves the right to have any vendor change their setup as needed.

- Table covers are required. No sheets allowed
- Banners may be attached to booth only.
- Standing signs cannot block the view of other booths
- Displays, booth design and sales techniques are not allowed to interfere with other vendors booths.
- All storage and product boxes must be kept hidden under covered tables or in vehicles
- Displays, products, storage containers, etc. must be confined to vendor’s booth only
- Booths and spaces will be kept neat and clean at all times

PERMITS, LICENSES, HEALTH DEPARTMENT REQUIREMENTS AND OTHER LEGAL DOCUMENTS:

It is the responsibility of Vendor to know if its business and/or their products require specific permits and/or licenses to operate at KDA MARKETS or any market that we manage. Vendors are responsible for obtaining all legally required permits and documents prior to applying and attending any KDA MARKETS or associated events. All Vendors are required to hold and maintain any such permits and/or licenses to participate in our markets.

It is Vendor’s responsibility to provide current copies of any and all permits and/or licenses to KDA MARKETS, as well as to keep current copies with them at the market to provide to health department inspectors upon request. KDA MARKETS will keep copies of Vendor’s applicable permits and licenses in their files.

TEXAS SALES AND USE TAX PERMITS

A Vendor’s Texas Sales and Use Tax Permits issued by the Texas Comptroller of Public Accounts for all taxable goods and services must be submitted to the KDA MARKETS at the time of application. **THIS IS NOT YOUR IRS FEIN/EIN NUMBER**

In accordance with the Texas Administrative Code (Title 34, Part 1, Ch 3, Subchapter O, Rule 3.286, Sect. a, Subsection 11(A)), KDA MARKETS requires all market vendors prominently display their original permit at their booths and

collect/report their own sales and use tax. Neither KDA MARKETS nor its clients WILL NOT COLLECT OR REPORT ANY VENDOR'S SALES AND USE TAX FOR ANY REASON AT ANY TIME and is not responsible for vendor's failure to obtain their Texas Sales and Use Tax Permit.

Subsection b (1) of the same code, "(b) Who must have a sales and use tax permit.

(1) Sellers. Each seller who is engaged in business in this state, including itinerant vendors, persons who own or operate a kiosk, and sellers operating temporarily in this state, must apply to the comptroller and obtain a sales and use tax permit for each place of business operated in this state."

INSURANCE

Vendors are strongly encouraged to carry general business liability insurance with a minimum of a \$1,000,000 aggregate.

- **Insured Vendors:** Required to provide KDA MARKETS a Certificate of Insurance naming KDA MARKETS as a Certificate Holder that covers the event dates the vendor will attend.
- **Uninsured Vendors:** You are required to sign a liability waiver prior to attending an event. This waiver will be provided on the application or as an additional form.

EVENT TRAFFIC & VENDOR SUCCESS

KDA MARKETS does not guarantee any amount of customer traffic volume and will not quote previous and projected customer attendance estimates. KDA MARKETS only provides vendors an opportunity to sell at scheduled events. Each vendor is solely responsible for their own success. KDA MARKETS is also not responsible for the sales performance of participating vendors.

PHOTOGRAPHY/PUBLICATION

KDA MARKETS often photographs, films, videotapes, and audio records sponsored activities/events for the sole purpose purposes as publication, illustration, public affairs releases, recruitment material and advertising via our website, social media and other related endeavors.

I hereby give KDA MARKETS my consent for photography, filming, videotaping, audio recording or other methods of capturing my image, voice, booth space, and property in connection with this event. I authorize its assigns and transferees to copyright, use, reproduce and/or publish the same in print and/or electronically with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising web content and social media.

SUGGESTIONS, DISPUTES & COMPLAINTS

- **SUGGESTIONS:** Suggestions for market improvement are always welcome. Complaints or grievances should be brought to the attention of the KDA MARKETS who will investigate the issue and if a problem is found, address it.
- **DISPUTES:** If a dispute and/or conflict arise between vendors, or vendors and the public, vendors are to notify the KDA MARKETS or its assigned Representatives immediately to handle the dispute and/or conflict.
- **COMPLAINTS:** Complaints or grievances should be brought to the attention of the KDA MARKETS or its assigned Representatives, who will investigate the issue and if a problem is found, address it.

In more serious cases, a member may feel they need to call 911 for emergency services. Please notify KDA MARKETS and/or their assigned Representative immediately after 911 services have been called.

SPECIFIC ISSUE COVERAGE OF THIS POLICY

In the event this policy does not cover a specific issue, KDA MARKETS reserves the right to permit or prohibit the issue at any time and is not required to update this policy to cover the issue not otherwise covered by this policy. Violation of this section is considered a violation of this policy and the "Refunds" Section of this policy also applies to this section. All decisions made by KDA MARKETS are final and not negotiable.

TERMINATION

KDA MARKETS and its clients/venues reserve the right to withhold consent to a Vendor to occupy a booth at the market, to remove or to have removed from the market who is in breach or does not comply with regulations including where a Vendor: (1) Fail to pay their booth fee (2) Fail to abide by the set up or pack up conditions (3) fails to abide by the market shopping hours (4) Fails to abide by market rules and policies (5) Fails to limit products for sale to the approved products (6) Commits a criminal act at the market (7) Conduct is unbecoming for the market and it's shoppers.

AMENDMENT

The market rules may only be amended with the approval of the KDA MARKETS Committee/Management Team may update market procedures and criteria at any committee meeting.

MARKET MEMBERSHIP & FEES

While we do not charge an application fee, we do offer Vendors an opportunity to participate in our Market Membership program. Annual Market Membership fees are \$15. By joining the Market Membership program, each participating member will have a dedicated link to their website and receive additional promotion through our social media platforms, and other small business resources giving them more visibility to potential customers; thereby, providing them with additional shopping opportunities. All Market Membership fees are non-refundable and non-transferable.

INDEMNIFICATION & HOLD HARMLESS: Each Vendor shall indemnify, keep and hold harmless KDA MARKETS, its clients, officers, agents, volunteers, employees, representatives, managements, successors, venues, property owners/manager, affiliates, sponsors and/or assigns (the "Indemnified Parties"), for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, included, but not limited to court costs and attorney fees (the "Indemnified Matters") of any nature whatsoever, including but not limited to property damage and loss, personal injuries, bodily injuries, sickness, disease or death to any Vendor, its agents, employees, guests, successors and/or assigns, which may occur directly or indirectly arising out of or in connection with in any part of KDA MARKETS, it events or while on the premises of any of its venues or client's property, regardless of how such injury or damage may have occurred. Vendor waives any claim against KDA MARKETS, its clients, officers, agents, volunteers, employees, representatives, managements, successors, venues, property owners/manager, affiliates, sponsors and/or assigns (the "Indemnified Parties")for any liability, damages, or expenses arising out of any claim for injury or damage to any person(s) or property or of any kind whatsoever, together with all costs in connection with the defense, including attorney's fees. Vendor agrees to indemnify and hold KDA MARKET, its clients, officers, agents, volunteers, employees, representatives, managements, successors, venues, property owners/manager, affiliates, sponsors and/or assigns (the "Indemnified Parties") harmless in regards to any injury or damage to any third party or property resulting in whole or on part from Vendors use of or presence at the subject premises. Vendor's indemnification obligations shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided.

AGREEMENT

This agreement ("Agreement") is made by and between KDA MARKETS and _____ ("Vendor").

I, my company, my employees and/or agents will abide by KDA MARKETS Rules & Guidelines as set forth above in this agreement. I understand that non-compliance of any rules set forth in KDA MARKETS Agreement may result in my suspension or expulsion, my company's suspension or expulsion, and my employees' and/or agents' suspension or expulsion from KDA MARKETS and its events. My signature below indicates that I fully understand, accept and agree to abide by ALL of the rules as set forth by KDA MARKETS operating rules, regulations and terms.

X _____
Signature of Owner/Authorized Representative

Date

Printed Name of Owner/Authorized Representative

X

Signature of Owner/Authorized Representative

Date

Printed Name of Owner/Authorized Representative

X

Signature of Owner/Authorized Representative

Date

Printed Name of Owner/Authorized Representative