

THE WESTOWN FARMER'S MARKET 2010 RULES AND REGULATIONS

The Westown Association has established these rules and regulations and the organization's staff shall be in charge of enforcing them. Violation of these rules may result in suspension of your selling privileges. Matters not covered within these rules and regulations must be directed to the Westown staff on duty at the market.

1. Stalls will be rented only to bonafide growers or producers of the products that are sold.

*To qualify as a bonafide producer, you must own or rent the land on which your products are grown.

*You must plant, maintain, harvest and market within Wisconsin any and all of the produce you sell at the Westown Farmer's Market. Commissioned produce (any fruit or vegetables purchased for re-sale) is not allowed. Any vendor caught re-selling any fruit or vegetables may have their selling privileges revoked as determined by the market staff.

*You must file a completed registration form (including directions to the farm or place of production) with Westown.

*Persons selling at the market must be family members or paid employees. No brokers, agents or commissioned sellers may sell produce at the market.

2. The market is open every Wednesday from June 2 to October 27, 2010 10 am to 3 pm

*The Westown Association Marketing and Events Director or another Westown designee will be on duty during this time and will be responsible for stall assignments, fee collection and enforcement of Market Rules and Regulations.

*Vendors must provide their own stall set-up within marked locations. Failure to stay within marked locations may result in additional charges for multiple stalls. Park picnic tables may not be used by vendors.

*All vendors are required to be setup by 9:30am. Vehicles are not allowed in the park after 9am. Vendors arriving after 9am must setup booth and merchandise without driving in the park.

*All vendors are required to remain open until 2 pm. Vehicles are not allowed in the park before 2 pm. Vendors leaving before 2 pm, must pack up merchandise and booth set-ups without driving in the park and/or disturbing the remaining vendors and customers.

3. Vendors shall occupy only the stall(s) that they have been assigned. Rented stalls are not transferable.

*Stall selection shall be assigned at the sole discretion of the Westown market staff.

*If you do not occupy your stall by 9:30 a.m. on the market day, it may be rented as a daily stall to another vendor. If a seasonal vendor will not be attending, they are encouraged to notify market staff, so that their stall may be reassigned for that day.

*Use of an unoccupied stall for storage or display of produce shall require an additional daily rental payment.

*Vendor Fees are non-refundable.

*Daily rental is \$30 per day for artists, growers, lunch vendors and prepared food vendors.

*Seasonal fees are set at the following rates:

*\$300 for artists

*\$350 for growers and prepared food vendors

*\$450 for lunch vendors.

*Daily vendors must pay daily vendor fee prior to set-up.

4. Seasonal stall applications and full payment are due by May 21, 2010.

- *Seasonal rentals are open and must be paid in full by the fourth week of the market (June 23) for all new vendors. Seasonal stall rentals will not be pro-rated if purchased after this date
- *Existing seasonal vendors have the right to renew their lease for the same stall each year. Additional stalls may be rented on a daily basis, provided space is available.
- *Available seasonal stalls will be rented on a first-come basis.
- *No stall shall be used if payment is not current.

5. **PARKING.** (Please read carefully)

*Exterior (street-level) stallholders may have **one** vehicle parked in their designated stall. Vendor staff is not allowed to park within the market boundaries. Westown is not responsible for providing parking for additional vehicles or those of vendor staff. Additional parking for vendors and/or staff is available in the Grand Avenue or Boston Store structures and on adjacent streets in metered spaces.

*Vendors who sell inside the park must unload their vehicles, then immediately move their vehicles from the interior before 9:00 am.

*Seasonal Art and Prepared Food vendors may be assigned to a street parking spot on Everett St. (to the east of Third Street) and on Third Street (between Michigan and Everett) or to a space in a nearby parking structure. Vendors are assigned parking based on the time of arrival on the market day.

*Daily vendors will be required to park outside of the barricaded, market boundaries and are responsible for finding their own parking spot in a parking structure or metered street space. Westown staff members are available to watch booths and merchandise while vendors park vehicles.

*Grower trucks and vans parked on either Everett or Third Streets must not extend past the yellow center-line. This is necessary to provide clearance for emergency vehicles and access to WE Energies.

*The parking spaces on the east side of Third Street are **not** to be used as additional parking for vendors or their staff. In addition to seasonal art vendors and market staff, these spaces may be assigned to vendors selling on the interior of the park that own oversized vehicles (Oversized vehicles are defined as those that are unable to fit within parking structures or metered street parking spots. If not for this pre-arranged parking, vendors with these vehicles would be prevented from participating in the market).

6. **Growers shall make available for inspection, upon the request of Westown staff, the land upon which their produce is raised or produced.**

*The Westown Association will continue to conduct random farm/land inspections in 2010. Staff will conduct farm/land inspections to investigate any products sold at the market they deem necessary. Failure to cooperate with inspections may result in termination of selling privileges.

7. **The City of Milwaukee Health Department requires all food and produce vendors to have current health permits before vending.** For information on obtaining this permit, contact the City of Milwaukee Health Department at (414) 286-3674. The Westown Association cooperates fully with the City of Milwaukee in their enforcement of all city ordinances.

8. **The Wisconsin Department of Revenue requires all artists and growers selling non-food items to hold a Wisconsin Seller's permit.** The Westown Association will cooperate fully with the Department of Revenue by providing the Department with vendor information in accordance with all state laws. Please call the Wisconsin Department of Revenue at (608) 266-2776 for more information on obtaining a Wisconsin Seller's Permit.

9. The sale of food products not produced in Wisconsin, is permitted only if done in accordance with Health Department licensing requirements and produced by the vendor. The Westown Association will determine the number and type of vendors in this category that will be permitted to sell at the market.

10. Art Vendors

*Only art products handmade by the vendor are permitted.

*All new art vendors must pre-register for the market by making an appointment with the Westown Association staff to provide samples of the products the vendor intends to sell. Due to time constraints, staff will not review artwork at the market on Wednesdays.

*All art products must be pre-approved by Westown Association staff. Photos of booths from prior markets or events are required.

*The approval of art products lies solely with the Westown Association and all decisions shall be final. This includes the number of vendors selling each type of artwork that are allowed to take part in the event (i.e. jewelry, clothing, photography etc.).

11. The sale of sauces, jams, jellies & honey products is permitted.

*The vendor of these products must produce the products (s)he sells at the market in a state/city certified kitchen facility.

*Vendors must produce such items in accordance with all state and local health department licensing requirements.

12. Vendors must clean their stall area after each use.

*This includes the selling and parking area.

*Failure to clean up will result in a \$10 fine payable to the Westown Association. Repeated offenses may result in revocation or suspension of selling privileges.

*Unsold produce, boxes and/or scrap food must be removed from the market and must not be put in the park's refuse receptacles.

13. Westown reserves the right to terminate any registration agreement for any reason with a 15-day written notice. Westown decisions shall be final.

14. Zeidler Union Square is the property of Milwaukee County. Dogs or pets are not permitted on market premises.

15. By signing the market application, each vendor agrees to protect, indemnify, and hold harmless the Westown Association, Milwaukee County and the City of Milwaukee (the "released parties") from and against any and all causes of action, claims, demands, suits, liability, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result or use of any rented or occupied market space or in connection with any action or omission of the vendor who shall defend the released parties in any such cause of action or claim.