

## **Brown Deer Farmers Market Vendor Rules 2019**

### **A. Terms and Conditions of Sales**

1. All persons desiring to sell items at the Brown Deer Farmers Market (BDFM) will submit a completed BDFM Application and Inventory List provided by the Market Manager (MM). By signing the application, each vendor is indicating that they have read, understand, and agree to abide by the rules of the BDFM.
2. All persons submitting an Application must provide an Inventory List of items to be sold at the BDFM ("List"). The submitted List will be examined at the time of application review and an approved List will be issued by the MM. Persons approved to sell at the BDFM (Vendors) may only sell items from their List. Vendors will be chosen based upon products (with priority given to local farms) in order to provide a variety to our customers.
3. In the event that a Vendor would like to modify his/her List, an amended inventory list must be submitted to the MM for approval. New items identified on the amended inventory list may not be sold prior to the MM's approval.
4. Only Wisconsin-grown or -produced items that meet all applicable federal, state and local rules and regulations and approved by the Market Manager may be offered for sale. Items that are locally foraged require special approval by the Market Manager. Vendors who currently operate a local business selling product(s) that enhance other market offerings may also be included in the market per the Board's approval (eg: oils, spices, sauces). Selling unapproved product not locally grown and/or crafted will result in expulsion from the BDFM.
5. Farmer grown and produced shall mean the following:
  - a. Pertaining to all the items mentioned in Paragraph 4 above, all pruning, spraying, fertilizing, and harvesting is undertaken by the farmer, members of the farmer's household or persons directly employed and paid by the farmer. This may include items grown on land under written lease or license, provided that the farmer who leased or licensed the land undertakes all of the above activities.
  - b. Any vendor intending to sell items not grown or produced by themselves, will need to indicate these items on their Inventory List, and items must be approved by MM prior to selling. In the event that another vendor is able to sell a similar item which they produce, the co-oping vendor may be asked to stop selling that item.

6. All items offered for sale at the Market must be first quality, unless they are expressly posted as “seconds”.
7. Only products certified as organic may be labeled “organic”.
8. All processed foods should comply with the requirements set forth by federal, state and local laws, regulations and rules.
9. Items may be sold by the pound, bunch, piece, or measured container.
10. The fee for the 2019 Brown Deer Farmers Market is \$300 for 2 stalls and \$375 for 3 stalls for the full season. If your application is received by March 1, 2019, the early commitment reduces the cost by \$50. Payments are due by April 6, 2019 and are non-refundable. Early-bird fee will be forfeited if the payment is not received by April 6, 2019.
11. Part-time vendors will be accepted if there is space available; however, the dates that you would like to be at the market must be indicated at the time of your application. Part-time vendors will pay \$30 per week. Part-time placement in the market will be determined by space availability. Payments are due upon acceptance into the Market and are non-refundable.
12. Vendors are required to comply with all federal state and/or local laws and regulations.

## B. Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.
2. Prices for items shall be established only by individual Vendors.
3. Collusion among Vendors to raise or lower prices or to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices is prohibited.
4. Each Vendor must post the farm or business name at his/her assigned selling area in the Market. The BDFM will provide a sign that will be clearly posted.

## C. Daily Operation

1. Each full season vendor may request a maximum of three stalls. Each stall should accommodate a 10'x10' tent. If a larger tent is placed on the vendors stall, they will receive a warning and need to bring a 10'x10' tent to the next market. If this persists, further action will be taken.
2. Notification of absence in writing to the MM ([bdmarketmanager@yahoo.com](mailto:bdmarketmanager@yahoo.com)) is due by 12:00pm Monday prior to the market, otherwise a \$50 penalty fee will be charged. This fee must be paid before or upon returning to the market. Two or more absences without notification will result in revocation of your stall and/or acceptance as a vendor

in subsequent seasons.

3. Vendors may arrive starting at 7:00am to set up stalls. All vehicles must be removed from the Market walkways by 8:45am. Vendors not in place by 9:00am may not have access to their regular space. Vendors who do not abide by this rule may lose their preferred assignment.

4. Vendors must agree to sell for the entire market day and are required to stay to represent their business, even if sold out. No pack-up before 4:00pm will be tolerated. No vehicles will be allowed in the lot until customers have vacated the area. Failure to comply with this rule will result in a fine of \$25. Only prepared food vendors may vacate after the lunchtime.

5. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed. If hawking persists, then that vendor will be asked to no longer attend the market.

6. Vendors must keep the vicinity in and around their selling area clean at all times and remove all refuse and unsold items at the end of each Market day. Vendors must provide an approved trash receptacle when sampling and selling ready-to-eat items. Vendor trash must be taken with them and not be placed in the garbage cans provided by the Village.

7. Vendors must be courteous to other Vendors and to the public at all times. Vendors and their agents, employees and representatives must maintain a neat and clean personal appearance at all times.

8. No Vendor shall smoke, drink alcohol and/or possess or use any controlled substance while at the Market.

#### D. Grievances

1. In the event of a dispute regarding any aspect of the BDFM, the MM shall make a decision. Any failure to abide by the MM's decision may be sufficient grounds for excluding the Vendor from the Market.

## **Vendor Licensing**

The participant is responsible for obtaining all licenses or permits required for the sale of his/her product to the public. Copies of such licenses/permits shall be submitted to the North Shore Health Department upon submitting an application. Whenever necessary, the vendor shall submit copies of any applicable license/permit renewals. Food vendors must follow Wisconsin State Health Regulations. For more information, contact the North Shore Health Department at (414) 371-2986.

Vendors selling non-food items must also include a copy of their Wisconsin Seller's permit or social security number. Market staff will provide vendor information to the Department of Revenue 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.

## **Hold Harmless Agreement**

By signing the application form, the vendor shall waive and relinquish any and all claims of the vendor that might result in any manner against the Brown Deer Farmers Market ("BDFM"), its agents, officers, directors, employees, and authorized volunteers ("released parties"), except for claims arising from acts caused by the willful and wanton misconduct of a released party acting within the scope of that released party's employment or authority. Further, the vendor agrees to indemnify and hold the released parties harmless from and against any and all legal actions, claims, damages, losses or expenses, including but not limited to claims for personal injury, disease or death, injury to or destruction of property and attorney fees and court costs incurred or to be incurred in defending actions brought against the released parties, associated with the acts or omissions of the vendor and any of its employees, agents, or volunteers occurring in connection with the Brown Deer Farmers Market, or for claims brought by any of the vendor's employees, agents, or volunteers against the released parties, except with respect to claims for acts caused by the willful and wanton misconduct of a released party acting within the scope of that released party's employment or authority.

## **Enforcement of Rules & Regulations**

Participants in the market must conform to Market rules at all times. The Market Manager has full authority to enforce all rules. All participants failing to comply will lose their space at the discretion of the Market Manager and may be asked to leave. Market rules supplement Village ordinances.

A vendor, market consumer, or market representative may submit a signed written complaint where there is cause to believe a violation of Market Rules exists. These rules do not create third party rights and are only enforceable by the BDFM, at its discretion.

These rules have been put in place to help ensure that the market operates in a successful and safe manner that is fair for all. The BDFM reserves the right to amend or change these rules as needed and, again, we hope that we will all operate in the spirit of cooperation.