



2020 Market Participation & License Agreement

May this participation and license agreement inform prospective and participating vendors of the Manitowoc Farmers Market rules, policies, and procedures. All vendors and at-market staff are expected to adhere to the items listed in this document so that everyone—vendors, shoppers, staff, and volunteers alike—has a safe and enjoyable experience.

WELCOME 1

MANITOWOC FARMERS MARKET 1

VENDOR SELECTION CRITERIA 1

VENDOR REQUIREMENTS 2

WISCONSIN TEMPORARY EVENT REQUIREMENT & SELLERS PERMIT 2

WEIGHTS & MEASURES..... 2

RULES FOR OUTDOOR/INDOOR EVENTS INVOLVING COOKING..... 3

PROPERTY LOSS..... 4

LIABILITY..... 4

DAILY MARKET RESPONSIBILITIES..... 4

SAMPLING 4

TENTS & CANOPIES 5

SIGNAGE..... 5

ELECTRICITY & GENERATORS 5

ALTERNATIVE CURRENCIES 5

CANCELLATION POLICIES 6

AGREEMENT REQUIREMENTS..... 6

PARTICIPATION & LICENSE AGREEMENT ACKNOWLEDGMENT FORM 7

MANITOWOC FARMERS MARKET VENDOR APPLICATION *(Revised 3.9.2020 | Flex Space)*..... 8

WELCOME

The Manitowoc Farmers Market (the Market) is sponsored by the City of Manitowoc in cooperation with area vendors. The Market provides an outlet to:

- Enhance the Downtown area of the City of Manitowoc.
- Create a quality outlet for area farmers, vendors, artists, crafters, food purveyors, and entrepreneurs to sell local or regionally grown fruits, vegetables and flowers; farm fresh meats, eggs, and dairy products; breads and baked goods; handmade artisan products; food items; quality goods; and services directly to consumers.
- Cultivate a community gathering place for residents, visitors, and downtown employees.
- Promote and stimulate local economic development.

MANITOWOC FARMERS MARKET

Saturdays, (May—October), 8 am-1 pm

- **Location:** Quay Street Parking Lot, 720 Quay Street, Manitowoc, WI 54220
- **Fees Due:** \$100 per approx. 10ft x 20ft parking stall. Applications received after April 1st will cost an additional \$50 per display area space.

NOTE: Some Market dates may conflict with scheduled events. An alternate location will be identified and communicated to all Vendors in spring.

Arrival and set-up may begin up to two hours prior to start of the Market. All vendors must be off site within one hour after completion of Market.

VENDOR SELECTION CRITERIA

The intended purpose is to showcase food and food products with an emphasis on locally or regionally grown and raised agriculture products. Priority is given to vendors with products grown, raised, processed, produced, and/or created by the vendor. Permission may be granted to current vendors for a limited number of supplemental products from other farms. These “supplemental products” should be Wisconsin grown when possible. ALL supplemental products must have their source of origin listed as required under the Food Safety Modernization Act. This information will include the location of farm, name of farm and farmer, address, and phone number.

The Market does not extend exclusive rights to any one vendor to sell any one product. However, if the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry. We are committed to creating a diverse market place with the highest quality, locally and regionally grown and produced products available.

VENDOR REQUIREMENTS

A vendor is an owner/operator of a business entity approved to sell at the Market. Vendors shall be further defined as a producer of goods and/or services, and shall include a spouse, and any siblings, children, parents, or employees of the applicant who assist in the cultivation of the same property or in the production or sale of market items. Vendors are responsible for ensuring their representatives are aware of ALL rules, policies, and procedures discussed in this participation and license agreement.

The notes and guidelines included in this document are included as a courtesy, but do not take precedence over governmental policy. Vendors should abide by all local, state, and federal regulations that govern sampling, production, labeling, and safety of every product offered at the Market. Further regulatory information is located below.

Farmers, Processors, Food Vendors must possess and maintain all required Wisconsin Department of Agriculture Trade and Consumer Protection (DATCP) licenses and permits. It is the vendor's responsibility to be familiar with all local, state, and federal regulations and permits that govern the products in which they sell. Please contact DATCP website at <https://datcp.wi.gov/> or by calling 608.224.4923 or the Manitowoc County Health Department at 920.683.4155 for the following regulatory requirements, food licenses, permits and certification:

- Mobile retail license for sale meat, eggs, and cheese
- Proper labeling requirements for packaged or canned food
- Sale of high-acid, home-canned/pickled foods
- Sale of home-baked goods
- Mobile food trucks/trailers or temporary food stands
- Sale of pet food

Artisans/Craft products must be handmade. If new to our Market, each art/craft vendor must submit at least 3 photos of his/her work. Due to the limited number of available booth spaces. Only applicants with the highest quality of craft and of the most unique/under-represented medium will be accepted.

Non-Profit/Community organizations are provided a FREE space available on a first-come/first-serve basis for outreach or donations only. **If the group would like to sell goods, they must pay for the space and sign up as a vendor.**

Direct sales/home-based businesses are welcome to apply; however, a limited number of booths will be made available

WISCONSIN TEMPORARY EVENT REQUIREMENT & SELLERS PERMIT

Wisconsin law requires the operator of a temporary event to report certain information about all sellers at the event, including those whose sales may be exempt from sales tax. All vendors who participate in the Market will be required to fill out form S-240 per the Wisconsin of Department Revenue under Wisconsin State Statute sec. 73.03(38).

Unless all sales are exempt from sales or use tax, Vendor shall provide a copy of their Department of Revenue (DOR) issued Seller's Permit at the time of application. Vendors/ Sellers bear full responsibility for ensuring compliance with DOR permitting and other regulations. More information may be found at revenue.wi.gov/Pages/FAQS/pcs-seller.aspx.

WEIGHTS & MEASURES

Wisconsin farmers markets must comply with Wisconsin's Weights and Measures law. Sellers using a scale at the Market bear full responsibility for ensuring the type of scale and its use complies with Wisconsin Law. More information may be found at http://datcp.wi.gov/Consumer/Weights_and_Measures.

RULES FOR OUTDOOR/INDOOR EVENTS INVOLVING COOKING

Approved cooking equipment used in fixed, mobile, or temporary concessions, (such as but not limited to trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure), shall comply with these guidelines in addition to other local or state requirements. The authority having jurisdiction (AHJ) reserves the right to modify or be more restrictive than these guidelines.

1. Approved cooking equipment – any device heating grease or oil for the purpose of cooking must be UL approved and in good operating condition. Open pans or other unapproved devices used to heat grease or oil shall be prohibited.
2. The location of the cooking equipment, (unless those contained within a vehicle, trailer or other roofed enclosure), shall be maintained at a *minimum 10 foot clearance* from any display, tent, building, combustible material, or device which could cause damage (this includes neighboring vendor displays). **Exception: cooking equipment may be utilized in a tent provided a copy of the “Certificate of Flame Resistance” from the tent manufacturer is presented to the AHJ upon inspection.**
3. The tent in which cooking is takes place may only be used for cooking and must be separated by at least 10 feet from the tent in which food is served, kept warm or paid for. This includes the tent used for customers to sit and dine and neighboring tents/displays. No exceptions will be granted to this restriction.
4. Any person using and/or operating approved cooking equipment shall be properly trained in its use and operation. The cooking equipment must be attended at all times.
5. All cooking areas shall be secured to prevent the general public from entering and shall be protected from physical damage.
6. All LP tanks, whether full or empty, shall be secured to prevent tipping and to protect from damage by vehicle or other device.
7. Vendors shall provide their own fire extinguishers as follows:
 - a. Class K fire extinguisher is required for the protection of all cooking equipment that uses combustible cooking media (rendered animal fat, vegetable shortening, or other oily matter).
 - b. Class ABC fire extinguisher (minimum 40 BC rating) is required for propane fuel sources.
 - c. All other uses require a minimum 2A 10BC rated fire extinguisher.
 - d. All fire extinguishers required for cooking equipment and propane fuel sources shall be located within 30 feet of the cooking area. All other extinguishers require a maximum 75 foot travel distance.
 - e. All fire extinguishers shall be accessible and maintained in good operating condition.
 - f. All extinguishers shall have a current tag showing that they have been inspected in the last 12 months.
8. All electrical cords shall be 2 wire with ground, capable of safely carrying the demanded current. Any electrical cord with damaged wires or plugs or using multi-tap adaptors is prohibited. The AHJ reserves the right to require any unsafe electrical situation to be corrected immediately upon inspection.
9. To prevent tripping hazards, electrical cords located outdoors shall be covered with a heavy duty rubber mat provided by the vendor.
10. All cooking activities are subject to fire/safety inspection. Any identified defect shall be promptly corrected. Failure, refusal or inability to correct the defect may result in a stop-work order until the defect is adequately corrected.

PROPERTY LOSS

Vendors assume all responsibility for any losses of property or money from the Market site. Booths should never be left unattended.

LIABILITY

The City of Manitowoc and Briess Malt & Ingredients shall not be liable for any damage or injury to the Vendor, or any other person, or to any property, occurring on the Premises. By signing the Vendor agreement, the Vendor agrees to indemnify and hold harmless the City of Manitowoc and Briess Malt & Ingredients from any claims for damages, except for those caused by the negligence or unlawful conduct of the City of Manitowoc, or Briess Malt & Ingredients

DAILY MARKET RESPONSIBILITIES

1. Each vendor is responsible for maintaining his/her area in a clean, safe manner throughout the Market day. Vendors are further responsible for removing any waste generated during the market and disposing of same in designated dumpsters.
 2. Vendor space is non-transferrable. In the event a vendor sells or transfers his/her business to another, the new owner must submit an application for approval. The City does not guarantee acceptance.
 3. PROHIBITED at the Market:
 - a. Pets—unless a service animal or preapproved by Market Manager.
 - b. Amplified music (radios) heard beyond your stall.
 - c. Approaching customers while they are at another vendor's location.
 - d. Excessively loud speaking including calling out prices/products, items, or hawking.
 - e. Giving away food other than approved samples of their product (see sampling policy below).
 - f. Smoking or vaping in or around vendors' booths.
 - g. Subletting/Sublicensing booth space—as the law requires the operator of a temporary event to report certain information about all sellers at the event.
 - h. Dishonest merchandising or collusion to set prices among vendors, or undercutting prices.
 - i. Sales prior to start of Market.
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SAMPLING

Per the Manitowoc County Health Department, all samples offered by vendors must be stored in and served in a safe manner according to Department of Health regulations, and e pre-cut or prepared away from the sales unit. Food Preparation shall be conducted in a licensed food processing facility.

Vendors offering samples shall provide samples of adequate size which are spaced proportionally to minimize customer handling. Vendors shall hold and dispense samples via clean and sanitary methods (i.e. via toothpicks or portion cups) and shall provide a waste container in a prominent place and labeled for use by the public.

TENTS & CANOPIES

1. Vendors are prohibited from drilling holes or permanently attaching part of their display into surfaces.
 2. We recommend 25 lbs of weight for each tent leg. Any vendor found without sufficient weight will be required to take down their tent.
 3. Tie-downs attached to vehicles will not suffice. No tie-downs shall be attached to city property; this includes benches, planters, fencing, street signs, etc.
 4. Vendors whose tents lift off the ground due to an insufficient amount of weight will be required to take down their tent
 5. Further restrictions for tents and canopies are located under the section on rules of indoor/outdoor cooking.
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SIGNAGE

Vendors are REQUIRED to use signage to:

1. Identify their business name (supplied by Market)
2. Identify if they accept WIC/Senior Vouchers (received from state agency)
3. Identify if they accept EBT Foodshare Tokens (supplied by Market)
4. Clearly post prices on all products being sold (by individual items or menu board)

To be respectful and fair to fellow vendors and to abide by City signage policy, all signage must be kept within your stall area. Signage may not be placed in alternate locations (away from your stall) on market grounds. The Market staff and volunteers have the right to ask for signage/displays to be rearranged, and/or to remove signage/displays if they obstruct vendor or customer traffic flow.

ELECTRICITY & GENERATORS

Electricity access was upgraded in 2019. However, generator use is still allowed subject to certain limitations. Generators are defined as machines that generate noise, vapor or gas, and includes air compressors, refrigeration units, and the like. Generators shall be allowed to run while located at the Market as long as they do not exceed a 10-minute average noise level of 65 decibels measured at 15 feet from the generator unit. If a vendor wishes to use a generator that exceeds the 65 decibel level, they shall only be permitted to operate and run the generator prior to the start of the Market.

ALTERNATIVE CURRENCIES

All vendors must accept U.S. currency and other applicable Market-sponsored currencies such as gift certificates, applicable coupons, and SNAP/EBT Foodshare wooden tokens (if selling eligible products). Examples of alternative currencies will be provided during our Market meetings. . Questions regarding acceptable alternative currencies may be discussed with the Market Manager.

Vendors are not required to accept credit cards or checks directly at their booths.

CANCELLATION POLICIES

The Market Manager will notify vendors via email and/or phone call of any Market cancellations due to inclement weather conditions.

Vendor cancellations of Market dates due to health, business failure, or other circumstances must be made to the Market Manager via email, phone call, or voicemail.

AGREEMENT REQUIREMENTS

The agreement is effective upon:

1. Delivery to City of Manitowoc/Community Development of the Agreement Acknowledgment Form signed by the participating Vendor and completed Vendor Application. **Applications are due by April 1st.**
2. Receipt of the required Vendor fee payment in full.
3. Receipt of a copy of Vendor certifications, licenses, permits.
4. The authorized signature of the Market Manager obtained, and when welcome pack with Vendor stall cards have been received.

Accepted vendors will receive a welcome letter and/or email. Upon acceptance to the Market, you will be assigned space. We will do our best to reassign vendors to the same location as previous years; however, due to extenuating circumstances beyond our control we cannot guarantee stall location.

Waitlisted vendors will receive a letter and/or email describing the wait list process and asking whether the vendor desires to remain on the wait list. Responses will be due within a week of the letter's date. Vendors that do not wish to remain on the waiting list will have their applications withdrawn. Declined vendors will receive a letter and/or email stating why they weren't accepted this season.

The City of Manitowoc has established these rules and regulations, which are subject to change. Complaints, concerns, or opportunities for improvement regarding the Manitowoc Farmers Market should be addressed to the Market Manager.

By signing and submitting the vendor application, vendors agree to the above rules & regulations. Booth Fees are due upon application.

Please allow two weeks for your application to be processed. If your application has not been processed within two weeks, send an email to jbartz@manitowoc.org.

PARTICIPATION & LICENSE AGREEMENT ACKNOWLEDGMENT FORM



In consideration for the right to participate in the 2020 City of Manitowoc Farmers Market, the undersigned Vendor has read, understands and agrees to all terms and conditions in the “2020 Participation & License Agreement,” which are incorporated herein by reference and are made part of this Agreement. Only the individuals named as a Vendor in the “Vendor Information” section below may sell at the Market.

Vendor agrees to abide by all applicable local, state and federal licensing and regulations, and further agrees that a violation by Vendor of such requirements or regulations, or other improper Market conduct, may be deemed by the City to be a material breach of this Agreement. The City may, at its sole discretion, immediately remove a noncompliant Vendor from the Market property for the remainder of the 2020 Market season.

By signing below, Vendor further authorizes the Market Manager to enter the Vendor’s homestead property in the event a determination is needed regarding whether or not Vendor product featured at the Market is home grown.

Vendor Name (Printed): _____

Name of Business (Printed): _____

Vendor Signature: _____ Date: _____

MANITOWOC FARMERS MARKET VENDOR APPLICATION

New Vendor Returning Vendor *Stall Location Last Year:* _____

CONTACT INFORMATION:

Contact Name: _____

Business Name: _____ Website: _____

Address: _____ City: _____ Zip: _____

Cell Phone: _____ Home Phone: _____ Business Phone: _____

Email: _____

Emergency Contact Name & Phone Number: _____

PRODUCTION LOCATION(S):

Production Address: _____ City: _____ Zip: _____

I WILL PARTICIPATE IN:

2020 Manitowoc Farmers Market—Saturdays, May-October: **\$100 per stall**. *Additional \$50 per stall if application received after April 1.*

of preferred stalls _____

Please indicate dates you will not be at the Market:

2020 Manitowoc Farmers Market—FLEX SPACE: **\$50/ per stall**, limited to two Saturdays and pending availability.

Please list up to four preferred dates:

I WILL SELL THE FOLLOWING ITEMS AT THE MANITOWOC FARMERS MARKET

Vegetables Fruits Herbs Plants/Perennials/Shrubs/Trees Cut Flowers

Poultry/Meat Cheese Eggs Bakery Syrup Honey Juice

Processed Foods/Value-added Crafts/Arts/Services Health & Beauty (Soaps, Lotions, Lip Balm)

Foods/Beverages for Immediate Consumption Type/Menu: _____

Other: _____

INDICATE THE ORIGIN OF THE ITEMS YOU SELL

- I grow, raise, produce
- I bought directly from grower, farmer, producer, processor
- I bought from another source (wholesaler/retailer/surplus/co-op)
- I processed myself in a home kitchen
- I processed myself in a licensed facility
- Crafts I make
- Crafts bought directly from another maker, wholesale, retail, co-op, manufactured
- Direct Sales

SELLER INFORMATION *(Complete and sign either "A" or "B" but NOT both)*

A. I do not sell more than \$1,000 of taxable items in a calendar year, and I am not required to hold a Seller's Permit.
Signature: _____

B. I plan to sell more than \$1,000 of taxable items at the 2020 Market.

My Seller's Permit number is: _____

Signature: _____

WEIGHTS AND MEASUREMENTS

Will you utilize a scale? Yes No *If Yes, please attach copy of calibrations certificate. All other scales are unauthorized for use at the Market.

GENERATOR

Access to power was upgraded in 2019. Are you planning to use a generator at the Manitowoc Farmers Market? Yes No *If yes, attach a copy of generator specifications that include noise levels in decibels.

COMMENTS/ADDITIONAL INFORMATION

COMPLETION

All information listed on this form is true and accurate. I understand that misrepresenting myself or what I sell at the Manitowoc Farmers Market may result in my being removed from the Market for the duration of the 2020 Market season.

Signature: _____ Date: _____

For questions, please contact Adam Tegen, Community Development Director at 920.686.6930 or ategen@manitowoc.org. Return this Application **by April 1**, along with the signed 2020 Participation & License Agreement Acknowledgment Form, full payment (*checks payable to City of Manitowoc*) and copies of required certifications, licenses, permits, specifications, etc. to:

City of Manitowoc
Community Development Department
900 Quay Street • Manitowoc, WI 54220
Phone: 920.686.6930

