



## **2022 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.

# MANITOWOC FARMERS MARKET

**Saturdays, (May—October), 8 am-1 pm**

- **Location:** Quay Street Parking Lot, 720 Quay Street, Manitowoc, WI 54220
- **Fees Due:** \$125 per approx. 10ft x 20ft parking stall. Applications received after April 1<sup>st</sup> 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.**

Vendors must arrive in time to be completely set up by 8am. 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.

Submission of an application does not guarantee acceptance to participate at the Market. Vendors will be notified upon review of application.

## VENDOR REQUIREMENTS

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/Pages/Homepage.aspx> or by calling 608.224.4923 or the Manitowoc County Health Department at 920.683.4155 for the required regulatory requirements, food licenses, permits and certifications.

Artisan Crafters are persons selling quality craft items they made themselves. Soaps, lotions, and other body care items will be considered craft items. Crafters must create their craft products within the State of Wisconsin. Reselling previously manufactured craft items or flea items will not be allowed. Second hand items must be significantly re-worked, repurposed, altered, or enhanced. Photos of the craft process must be provided by craft vendors.

**Each Artisan applicant must submit at least 3 photos of his/her work.** If more than one type of product is sold, i.e. you intend to sell pottery and paintings, please include at least 2 photos of each kind of product medium. Downtown Manitowoc Farmers Market staff may require more pictures, at their discretion.

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.**

## 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](http://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](http://datcp.wi.gov/Consumer/Weights_and_Measures).

## RULES FOR OUTDOOR/INDOOR EVENTS INVOLVING COOKING and/or SAMPLES

Vendors who utilize cooking equipment must be in compliance with all state and local guidelines. Please contact the Manitowoc Fire Rescue Department at 920-686-6540 or the Manitowoc County Health Department at 920-683-4155.

## 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.

## 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.
  - 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.

## 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.
6. Tents and canopies must be fire resistant. Vendor should be able to apply proof upon request.

## SIGNAGE

Vendors are REQUIRED to use signage to identify their business name (supplied by Market).

## GENERATORS

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. Vendors are encouraged to accept other applicable Market-sponsored currencies such as gift certificates and applicable coupons. Vendors who sell eligible products and accept EBT are required to display signage supplied by the Market. 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.

# PARTICIPATION & LICENSE AGREEMENT ACKNOWLEDGMENT FORM



In consideration for the right to participate in the 2022 City of Manitowoc Farmers Market, the undersigned Vendor has read, understands and agrees to all terms and conditions in the “2022 Participation & License Agreement,” which are incorporated by reference and 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 or Market Manager may, at their sole discretion, immediately remove a noncompliant Vendor from the Market property for the remainder of the 2022 Market season. This decision is not appealable.

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.

Upon signing this 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 and/or Briess Malt & Ingredients.

Vendor Name (Printed): \_\_\_\_\_

Name of Business (Printed): \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_