



Vendor Application for 2017 Pewaukee Farmers Market

Welcome to 2017 Pewaukee Farmers Market Season. Please read the Rules and Regulations agreement carefully before signing the contract and mailing it back to the **Pewaukee Chamber of Commerce** with full payment.

2017 Pewaukee Farmers Market Season

Dates: June 14 - September 27

**Location: Christ Lutheran Church
W240 N3103 Pewaukee Rd.
Pewaukee, WI 53072**

Day and Time: Wednesdays 3:30-7:00 pm

Size of stall: Slightly larger than one parking space approximately 12 ft square
Season price per stall: **one - \$200.00; two - \$360.00; three- \$480.00; four- \$600.00**
4-pack \$100.00 for 4 pre-selected weeks.

APPLICATION AND PAYMENT are DUE on or BEFORE April 24, 2017. If your rental payment and signed Application is not received on time, we will begin accepting other participants into the market to reserve your space. All rental spaces will be filled on a first-come first-serve basis. All rental payments must accompany applications. Payments should be made out to:
**Pewaukee Chamber of Commerce
1285 Sunnyridge Road
Pewaukee, WI 53072**

Questions: Contact Nancy Waters at Pewaukee Chamber info@pewaukeechamber.org or 262-691-8851

For 4 pre-selected, pre-paid use of one stall, please check the dates that you will be attending NO REFUNDS if you miss a market

June 14, 2017		July 26, 2017		September 6, 2017	
June 21, 2017		August 2, 2017		September 13, 2017	
June 28, 2017		August 9, 2017		September 20, 2017	
July 5, 2017		August 16, 2017		September 27, 2017	
July 12, 2017		August 23, 2017			
July 19, 2017		August 30, 2017			



Christ Lutheran Church
Nourishing Body & Soul



2017 Pewaukee Farmers Market APPLICATION AND PAYMENT IS DUE ON OR BEFORE April 24, 2017

(Please print legibly!)

Vendor's Name: _____

Business Address: _____

City/State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Email: _____ Website: _____

Items you will sell: _____

Rental fee price per space: one - \$200.00; two - \$360.00; three- \$480.00; four- \$600.00

4 – Pack \$100.00 (must pre-select market date on front page)

Number of spaces to rent: _____ Amount Due: \$ _____

Proof of Liability Insurance: Please send a copy of the 1st page of your liability insurance policy.

Stall location will be determined following application acceptance.

The renter of a market stall(s) holds harmless the Christ Lutheran Church & Pewaukee Chamber of Commerce from and against all causes of action, claims, demands, suits, liability, or expenses by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of any rented or occupied market space or in connection with any action or omission of the renter who shall defend the above in any such cause or claim.

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INSURANCE:

Vendor shall maintain liability insurance, naming Christ Lutheran Church and the Pewaukee Chamber of Commerce as an additional primary insured without contribution, with an insurance company which is authorized to conduct business in Wisconsin and which has an A.M. Best rating (or equivalent) no less than “A”, covering any and all claims for injury or damage to persons or property, both real and personal, caused by or arising out of vendor’s participation in the Pewaukee Farmers Market and the sale of vendor’s products and goods. Vendor shall carry said insurance in the following amounts

- (1) The amount of such insurance against liability for damage to property shall be no less than one million (\$1,000,000) as to any one (1) occurrence.
- (2) The amount of such insurance against liability for injury or death to any person shall be no less than one million (\$1,000,000).
- (3) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be no less than one million (\$1,000,000).

All expenses incurred for said insurance shall be at no cost to Christ Lutheran Church and the Pewaukee Chamber of Commerce. An insurance policy or policies and necessary endorsements evidencing the insurance coverage required herein shall be provided by vendor to Christ Lutheran Church and the Pewaukee Chamber of Commerce and said policies and endorsement are subject to Christ Lutheran Church and the Pewaukee Chamber of Commerce’s approval, in its sole discretion.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Christ Lutheran Church [of Pewaukee] and the Pewaukee Chamber of Commerce does not assume any liability for damages to goods or property of the vendor from fire, theft, water or storm or any liability for accidents of persons or property caused under or by virtue of the operations of the market stall(s) under this Application. Vendor has read and understands the terms and conditions in the Application, the Rules and Regulations, this Indemnification and Hold Harmless Agreement, and the Vendor’s Statement of Responsibility and agrees to defend, hold harmless and indemnify Christ Lutheran Church [of Pewaukee] and the Pewaukee Chamber of Commerce and its officers, clergy, employees, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fines, penalties, suits, injuries to person (including death), property damage, costs and expenses (including without limitation attorneys’ fees and expenses) arising out of or related to the presence of the vendor at the Pewaukee Farmers Market, the use or occupancy of the market stall(s) by the vendor, the sale of products and goods by vendor, the participation of vendor at the Pewaukee Farmers Market, and any action or omission of the vendor.

Vendor agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, customers and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that Christ Lutheran Church [of Pewaukee] and the Pewaukee Chamber of Commerce shall not be liable or responsible for the negligence of vendor, its agents, servants, employees, customers, visitors and participants.

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By signing below, I acknowledge and agree to the terms and conditions in this Application, the Rules and Regulations, the Indemnification and Hold Harmless Agreement, and the Vendor's Statement of Responsibility. I have also read and will follow the Rules and Regulations of the Pewaukee Farmers Market. I also agree to inform the Pewaukee Chamber of Commerce of any and all violations of the Rules and Regulations for ethical maintenance of the Farmers Market.

Signature: _____ Date: _____

Please return this application and rental fee payable to
Pewaukee Chamber of Commerce by April 24, 2017 to:

Pewaukee Farmers Market
Pewaukee Chamber of Commerce
1285 Sunnyridge Road, Pewaukee, Wisconsin 53072
E-mail: info@pewaukeechamber.org

Please use the bottom of this sheet to make additional comments. Your thoughts and opinions are valued.



VENDOR'S STATEMENT OF RESPONSIBILITY

I, _____ have read and understand the Rules and Regulations as described for the Pewaukee Farmers Market and hereby agree to abide by them. Further, I agree to sell only those items as listed in the Application. I further acknowledge full responsibility for all my activities (and those individuals assisting me) in the Pewaukee Farmers Market throughout the term of this agreement for the 2017 season.

I understand that violations of these Rules and Regulations may result in my being barred from this market for the remainder of the season. I agree to indemnify and hold Christ Lutheran Church of Pewaukee and the Pewaukee Chamber of Commerce harmless from any and all claims and liabilities arising out of related to my participation in the Pewaukee Farmers Market.

Vendor Signature: _____ Date: ___/___/2017

Print Name: _____

Pewaukee Chamber Staff

Date

AND RETURN WITH YOUR APPLICATION TO:

Pewaukee Farmers Market
Pewaukee Chamber of Commerce
1285 Sunnyridge Road
Pewaukee, Wisconsin 53072

[E-mail: info@pewaukeechamber.org](mailto:info@pewaukeechamber.org)

Phone: 262-691-8851



RULES AND REGULATIONS PEWAUKEE FARMERS MARKET 2017

1. The 2017 Pewaukee Farmers Market will be located at Christ Evangelical Lutheran Church W240 N3103 Pewaukee Road Pewaukee, Wisconsin 53072. The stalls shall be approximately 12 feet in width. Vendors may rent/occupy up to 4 stalls unless extra space is available. Cost of stalls shall be \$200.00 for one stall, \$360.00 for two stalls, \$480.00 for three stalls or \$600.00 for four stalls for the season. The signed application and payment are due by April 24, 2017. If fees are not paid as required, stalls will be rented on a first-come basis.
2. The market season will be every Wednesday from 3:30 pm to 7:00 pm beginning June 14, 2017 and will run through September 27, 2017. Vendors may enter the space beginning at 2:00 pm and **MUST** be set up, at the latest by 3:15 pm, or vendors may lose their spot for that day. **No products are to be sold before 3:30 pm or after 7:00 pm.**
3. Pewaukee Farmers Market welcomes vendors to participate who are members of the Pewaukee Chamber and/or who offer agriculture or craft based products. No vendor is welcome to participate who has political or lifestyle based agendas. All clothing, banners, and display materials must also reflect a non-political and /or non-lifestyle based agenda. All vendor clothing must reflect modesty. At the discretion of Christ Lutheran Church and/or Pewaukee Chamber of Commerce, any vendor will be asked to leave if these requirements are not honored.
4. Pewaukee Farmers Market requires that all farmers/vendors produce 100% of the products they sell. Vendors shall sell only items that have been approved on the Application submitted. The Pewaukee Farmers Market has sole discretion to add or delete items from the list. The sale of any goods not grown or produced by the vendor is prohibited. Products shall be locally grown, have seasonal integrity and are of high quality. Persons selling must be family members or paid employees. No brokers, agents, or commissioned sellers may sell produce or products at the markets. **Violation of these rules could result in suspension of your permit for up to one year. Vendors shall make available for inspection those lands or areas on which produce or products sold at the market are raised or produced.**
5. **Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distributing, sampling, and sale of their products. Sellers of potentially hazardous foods must contact the Wisconsin Department of Health Services for approval and possible licensing requirements prior to selling such foods.**
 - These include but are not limited to: meats, poultry, fresh eggs, dairy products, cheese and processed food products.
 - Processed foods must originate from a certified-licensed Wisconsin establishment.
 - Potentially hazardous food is any food that requires temperature control because it is capable of supporting the rapid and progressive growth of infectious or toxigenic microorganisms.

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6. **Vendors selling processed food products must provide a copy of their retail food license or food processing plant license at the time of application, this does not apply to those under Wisconsin's Pickle Bill. If any vendor is deemed to be in violation of health codes pertaining to such products the vendor will be immediately removed from the market for the day and the proper regulatory agency notified.**
7. All nursery vendors must provide a copy of their Nursery License and Nursery Seller's permit at the time of application.
8. Proof of liability insurance must be on file with Pewaukee Farmers Market.
9. Vendors must furnish their own tents, tent weights, tables, drop cloths, chairs, displays and weather protection. All equipment and products must fit into the assigned space(s). All items must be secured with weights to assure safety of shoppers and vendors. Stall areas, including back areas, shall be kept clean of excess produce trimmings, garbage and excessive piles of boxes. Each vendor is responsible for keeping their space safe, tidy and aesthetically pleasing. Merchandise, tables and vehicles must be kept within the designated spaces. No materials may extend into customer traffic aisles. All materials must run from "border to border" within each rented space. Vendors who rent more than one space shall occupy the entirety of the space the entire season unless approved by the market manager.
10. Renter of stalls shall occupy the stall or stands, which they have rented. Rented stalls are not transferable. Use of an unoccupied stall for storage or display requires the approval of the market manager.
11. Prices of all items must be clearly marked and in full view of the customers. Scales must meet standards for commercial scales set by the National Institute of Standards and Technology (NIST). Asparagus, beans and potatoes must be sold by weight only. The face of the scale must be visible to the buyer.
12. Vendors and their employees shall conduct themselves in a pleasant and courteous manner to other vendors, customers, and Farmers Market Management. Foul language, profanity, or other rude behavior is not permitted. Vendors must cooperate with Farmers Market Management following all rules of operation.
13. For health and safety reasons, pets are prohibited from the market. The trade or sale of any live animal at the market is not permitted. Personal service animals are always welcomed.
14. NO Smoking or alcoholic beverages are allowed on the market grounds before, during, or after the hours of market operation. The possession of firearms is not permitted.
15. Use of generators must first be approved by Christ Lutheran Church Farmers Market Management.
16. Electricity and water may be available, but on a limited basis. A small fee will be added to the cost of the rental space. *(continued on the next page...)*



17. Radios may not be used during market hours. Broadcasting of any type of sound or music must first be approved by Pewaukee Farmers Market Management. Live musical groups must apply and be placed on the Farmers Market Calendar. All playlists must be submitted for approval.
18. Vendors may not leave their spaces before the market closes. Packing of product and leaving before the market closes is not permitted except in the case of poor or hazardous weather conditions or family emergency after contacting the market manager by phone.
19. Before leaving the market, each vendor must remove all matter and debris from their area. This includes the area around the stall and in the common walkway. Trash must be completely removed without regard to whether the litter originated in the vendor's area and must be disposed off site. Any water dumping into sewers must be free of debris so not to cause blockage to sewer. Vendors are encouraged to use drop cloths to protect the parking lot if selling product that may stain if dropped or spilled.
20. As further described in the Indemnification and Hold Harmless Agreement, the vendor of a market stall holds harmless Christ Lutheran Church and the Pewaukee Chamber of Commerce from and against all causes 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 of use of any rented or occupied market space or in connection with any action or omission of the renter who shall defend the above (Christ Lutheran Church & Pewaukee Chamber of Commerce) in any such cause of action or claim.
21. Failure to respond to any problem or breaking of any of the Rules and Regulations will result in the termination of the vendor at the market without the issuance of any refund.
22. Renewals are contingent upon a completed Application and payment of such by May 1, of market year. Otherwise, stalls shall be rented on a first-come basis. Approved selling privileges are valid for one growing season. All vendors must apply annually. Admission is based on vendor's history with Christ Lutheran Church Farmers Market, adherence to market Rules and Regulations, market attendance, history of positive consumer/producer relationships, payment of fees, professional behavior, variety of products made available for sale and space availability.
23. Please notify the Church Farmers Market if you are **not** planning on attending any week of the market season **by the end of business of the Monday preceding the market day**. Vendors will be charged for the entire market season regardless of absences. Vendors must attend all days they are contracted for. This policy does not apply to emergency absences. Cancellations due to holidays or holiday weekends are not permitted. Please notify the Pewaukee Farmers Market immediately if an emergency absence is necessary. **Repeated failure to attend market days will result in the review of eligibility to participate in future market seasons and may be asked not to return the remainder of the current 2017 market.**
24. Christ Lutheran Church and the Pewaukee Chamber of Commerce may at their sole discretion revise the Rules and Regulations and may alter operations of the Pewaukee Farmers Market at any time.

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- 25. The vendor is solely responsible and liable for any claim and damages resulting from the sale of unsafe, unapproved, or unsound goods.
- 26. Vendors are responsible for collecting and paying any sales tax that may be assessed on their products. Vendors shall be solely responsible for filing any and all returns required by state or local governmental authorities.

Vendor's Signature: _____ Date: ___ / ___ / 2017

Print Name _____

