

## 2023 THIENSVILLE BUSINESS ASSOCIATION – VILLAGE MARKET RULES

The following rules and regulations, as put forth by the Board of Directors of the Thiensville Business Association – Thiensville Farmers Market (TBA-TFM) and are necessary for proper operation of the Village Market.

Please review the Rules and Regulations in full as we have made some changes for the 2023 season. If you have any questions or concerns regarding any of the policies, please contact our office and we'd be happy to assist you.

### General Market Information

**Season:** The market begins **June 20, 2021** and ends **October 10, 2023**

- **The market will operate on ALL Tuesdays from 9:00 am to 2:00 pm**
- The market proceeds rain or shine and there will be no extended or special hours unless market demands

### Stall Rental Information:

#### **Stall Rental Requirements:**

- **No vendor may rent more than 3 single stalls.** Exceptions can be made on a case-by-case basis and approved by the TBA
- Farmer vendor stalls will be rented only to bonafide growers or producers of the products. Fruit unable to be grown in Wisconsin will be the only exception to this rule. Written permission will be granted to those vendors who have carried these items as a regular item in past seasons.
- No other vendor or merchant may allow someone else to use their stall for sale of any type of product other than that which they themselves are involved in producing or legally contracted to sell over the course of the past year unless discuss and approved by the TBA.

#### **Market Stall Rental/Deposit:**

- **Stalls for the 2023 season includes access to the Park and Lot.**
  - **Registration/Payment is due by April 21, 2023**
- **A current/valid copy of your state license/permit must also be sent at this time.** (Expired copies will NOT be accepted as valid. If your license expires after this time but before the season begins, you will need to send in another new/valid license **BEFORE** the first day of market.)
- **Total stall rental fees are due in full by April 21, 2023.** No exceptions and no refunds will be given. If not paid in full by this due date, the TBA-TFM reserves the right to rent stall(s) to another vendor. You cannot pay at the market.

#### **Market Stall Assignments**

- Spaces are available on a first-come first served basis (after) first right of refusal from the prior year's Farmers.
- **Market stalls are assigned by the TBA-TFM and vendors are not guaranteed the same location as used in prior years** (priority on location will be granted to previous vendors). Location of assigned stalls will normally not be changed during the market season. However, the TBA-TFM reserves the right to make changes if necessary.
- The Market will be considering new Vendors for the 2023 season and if there are still open spaces remaining after **May 1, 2023** - consideration will be given to those interested in becoming a new vendor at our market.
- Each vertical stall will be one parking spot as designated by the white lines (**approx.** 10' x 25'). Horizontal stalls will be as similar in size as possible to vertical stalls.
- **Stalls are not transferable.** Unoccupied stalls may be rented out on a daily basis to daily vendors by the TBA-TFM. Vendors are allowed to have "joint" ownership of said stall; both must provide proper documentation and must be run as a single entity.

**Licenses/Permits/Insurance:**

The vendor is responsible for obtaining all licenses and permits required for the sale of his/her product to the public.

- **Vendors are responsible for their own insurance.**
- All produce must be sold by legal weights and measures. Sellers are responsible for having their scales certified for compliance.
- Vendors selling **baked or canned goods** must have a valid Wisconsin Food Processing License. We will limit the accepting of Pickle Bill processing and must be approved by the TBA-TFM. You must have a valid state license to sell canned goods.
- Vendors selling **eggs** must have a valid Wisconsin Department of Agriculture Retail License. (Egg Endorsement Form)
- Vendors selling **meats** must have a valid Wisconsin Department of Agriculture Official Meat Establishment License.
- Vendors selling **dairy** must have a valid Wisconsin Department of Agriculture Dairy License.
- Vendors selling **food** items processed on site such as egg rolls and/or cutting samples such as cheese, fruits and vegetables on site must have Wisconsin Temporary Restaurant license for on-site processing.
- **Questions regarding state permits can be directed to Raymond Stigler - State Food and Safety Inspector, 262-939-2861.**
- **Questions regarding local state/county licenses can be directed to the Ozaukee County Health Department 262-284-8170.**
- A current valid copy of any/all required licenses must be on file in the TBA-TFM office prior to selling at the market. **NO EXCEPTIONS - this is a state requirement.**
- \*Vendors **MUST** fill out and return the Vendor Information portion of WI State Form S-240 (attached)\*

**Acceptable & Prohibited Items for Sale:**

**Items that can be sold include:**

- Home grown produce, edible grains, fruits, maple sugar, honey, eggs, dairy, cut or dried flowers, indoor-outdoor plants, vinegars, jam, jelly, sauces, bakery and home canned goods that are labeled and processed in accordance with the State of Wisconsin Food Processing Standards. Additional items such as crafts, etc. will be considered in accordance with the "Made in Wisconsin" theme.

**Items that cannot be sold include:**

- Live animals, pets, or children.
- There will be no reselling of wholesale purchased items allowed unless authorized.
- The TBA-TFM reserves the right to deny items on a vendors requested products list to maintain the integrity of items found at the market and to avoid saturation of products into the market.

**Market Rules & Penalties:**

**Each Vendor will begin with 8 points.**

On the first occurrence of a violation, an oral or written warning will be given. (**Except in the case of selling Wholesale Product which is an 8 point violation resulting in termination of your vendor contract**). If the warning is oral, you will be notified that it is an oral warning and it will be recorded in the TBA-TFM office. If there is a second violation you will be assessed a penalty of points dependent on the violation as outlined in the rules below.

If you are assessed 8 points in violation penalties you will be terminated as a vendor from the Thiensville Village/Farmers Market. There is no refund of seasonal fees if you are terminated from the market.

If you have not been assessed additional points for the same violation during the current season, you will receive those points back for the next market season.

Any terminated vendors will be reviewed by the Market Manager and Executive Director and/or the TBA-TFM Board of Directors. All decisions are final.

If you are terminated from the market you may reapply after one year from the date of termination. Reinstatement to the market will be the final and binding decision of the Market Manager, Executive Director and the TBA-TFM Board of Directors.

- **Vendor Conduct**

- Vendors shall conduct themselves in a courteous manner to other vendors, market personnel and the public.
- Concerns about vendor conduct can be addressed to the TBA-TFM and will be kept confidential.
- A two (2) point penalty can be assessed for behavior that is reported or seen to be abusive, threatening or harassing.

- **Market Set-up Procedures**

- Trucks and vehicles may enter and start to unload at 7:00 am. You must be in your stall(s) by 8:30 am. Your vehicle will not be allowed to enter the park after 8:30am. If you arrive after 8:30am, you must unload in the parking lot and carry your items to your stall(s). The TBD-TFM reserves the right to rent unoccupied stalls on a daily basis at 8:30 am.
- No late arrivals (after 9:00 am) will be accepted. This is a safety issue. If you arrive late, you will not be allowed into the market and will be marked as an unexcused absence. (In cases of emergencies please call or email the market manager to discuss to avoid a penalty violation)
- Vendor signs must be displayed for all consumers and Market Hosts to read. Stall numbers will be printed on the signs. This will aid the Market Hosts with attendance sheets as well as letting your customers know who you are.

- **Market Closing Procedures**

- The market will close at 2:00pm and all selling must cease unless granted special consideration from the TBA-TFM Manager on duty.
- Waste, garbage and unsold produce must be removed from the area and taken away with you. The stall must be entirely cleaned up or penalty points and cleaning fees may be assessed. There is a one (1) point penalty may be assessed for not cleaning your stall(s) and taking your waste/garbage with you. You may not empty anything into the sink in the park.
- No vendor may leave early and disrupt the market or endanger the safety of pedestrians. A two (2) point penalty may be assessed for leaving the market early.

- **Market Stall Usage**

- Vendors must furnish their own table and chairs, or use the back of their vehicles. When setting up, do not extend into adjoining spaces.
- If using a vertical parking stall, vendors can be a maximum of 25 feet from the edge of the curb or designated area (25 feet deep by 10 feet wide); as designated by the white parking lines/cones.
- Tents must not extend out beyond the stall areas.
- A one (1) point penalty may be assessed for violating the stall space regulations.

- **Parking Your Vehicle(s)**

- Box trucks and vehicles may not be parked within the market area unless your rented stall(s) fits both your vehicle and your products.
- No space may be rented in the market area for the sole purpose of vehicle parking. All stalls must contain products for sale. **If your vehicle and product do not both fit in your rented stall(s), you must park it outside of the market area in an approved parking area.** (Suggested areas are along Elm Street, Riverview or Green Bay Road).

- Vendors will not be allowed to park in the North or South Parking lot as this space is reserved for your customers. Please find street parking accessible to vendors on Riverview Lane adjacent to the park.
- A one (1) point penalty may be assessed for violation of the parking regulations.
  
- **Food Safety**
  - All vendors processing food on site such as egg roll makers and those providing food samples must display food in a way that prevents contamination by dust, dirt, flies, wasps and any other insects.
  - Items must also be kept safe from spoilage which would include putting perishable samples on ice.
  - There must also be a hand washing station available with warm water, soap and clean paper toweling for drying present on site. (This rule does not apply to samples if all the cutting and processing takes place in a location away from the market area).
  - Hand sanitizer does not count as a hand washing station per the state.
  - Gloves must be worn by anyone handling food being processed on site for consumption by customers. Hands must be washed prior to putting them in to the gloves.
  - All produce; dairy, meats, bakery and poultry sold at the market must be displayed and sold in a manner which prevents contamination by dust, dirt, flies or other insects. These items are not to be exposed to the open air without proper protection.
  - **Questions regarding local state/county licenses can be directed to the Ozaukee County Health Department 262-284-8170.**
  - A two (2) point penalty may be assessed for food safety violations.
  
- **Attendance**
  - Any preplanned absences should be given to the TBA-TFM Market Manager in writing at the earliest convenience – preferably prior to market start.
  - For other absences, Vendors are required to notify the TBA-TFM Market Manager via phone at (414-241-1013) or email at [ThiensvilleFM@gmail.com](mailto:ThiensvilleFM@gmail.com) **no later than Noon on the Monday** prior to the absence. (Emergencies will be handled on a case by case basis)
  - A one (1) point penalty may be assessed per unexcused absence. Unexcused absences also include late arrival to the market as you will not be allowed in after 9:00 am due to safety concerns.



- **Wholesale Produce/Products:**
  - o No wholesale produce/products may be sold at the market.
  - o If a complaint is received in the office, the TBA-TFM will investigate at the market and/or with an unannounced farm/land visit. Vendors shall make available the lands or areas where their crops or products are grown or produced for on the spot inspections to members of the TBA-TFM staff/board at the unannounced visit.
  - o If a vendor is found to be selling wholesale produce/products it will be an immediate eight (8) point penalty assessment resulting in immediate termination of your market contract. There are no refunds of fees given if your contract is terminated.
  
- **Produce/Products for Sale:**
  - o Vendors may only sell items listed on their approved contract. If a vendor has a new product to bring to market, written approval must be received from the Market Manager prior to bringing the item(s) to market.
  - o A two (2) point penalty may be assessed for selling unapproved items.
  - o Any item not grown by you must be labeled as such.

The Thiensville Business Association will address any problems related to the administration of these rules. The Thiensville Farmers Market will forward information to the Thiensville Business Association weekly. The Board of Directors of the Thiensville Business Association, whose decision shall be binding on all parties, will make final decisions.

**The Thiensville Business Association has established these Rules and Regulations. Any complaints or concerns regarding the Farmers’ Market should be in writing and addressed to:**

**Thiensville Business Association – Village of Thiensville Farmers Market**

Attn: Jesse Daily and/or Rob Kos – Market Managers

PO Box 185, Thiensville, WI 53092

Phone: 414-241-1013 - Fax: 262-242-2673

Email: [ThiensvilleFM@gmail.com](mailto:ThiensvilleFM@gmail.com)

***\*Sellers or stall renters agree to protect, indemnify, and hold harmless the Thiensville Farmers/Village Market, The Thiensville Business Association, The Village of Thiensville and its Members from any 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 of use of any rented or occupied market stall or in connection with any action or omission of the renter who shall defend the aforementioned.***

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

