



Downtown West Bend Farmers' Market Comprehensive Contract – Partial Season

(Before submitting, please make a copy and keep for your records)

Welcome

A West Bend Farmers' Market has been operating in downtown West Bend for over four decades. The West Bend Farmers' Market has grown into one of the finest farmers' markets in Wisconsin with a wide variety of locally grown and produced products. It is an award-winning market.

This comprehensive single contract contains the minimum paperwork necessary to apply for a full season vendor space. It includes: General Contract, Rules and Regulations, Community Commitment and the Wisconsin S-240 Form.

At the end of the contract it lists some other permits and/or licenses that you may be required to submit with your application, depending on the type of organization you represent and what products you are selling at the Market. Note: the list is not necessarily comprehensive.

For the remainder of this contract the Downtown West Bend Association, which manages the West Bend Farmers' Market, will be known as the DWBA. The West Bend Farmers' Market will be known as the Market. Nonprofit or for profit organizations that rent space at the Market will be referred to as Vendors.

If you have any questions or concerns regarding this contract, please contact the DWBA and we'll gladly assist you.

General Market Information:

- **Eligibility**
 - For profit businesses, particularly in the core group of Market products (plants, vegetables, fruits, flowers, farm and home grown products, etc.), are eligible to be Full Season vendors.
 - Nonprofits, including but not limited to, 501(C)3, 501(C)4, 501(C)6, political parties, and faith based organizations are not eligible to be Full Season vendors.
- **Season**
 - The 24 date Market season typically begins the third Saturday of May and ends on the last Saturday of October.
 - The Market generally runs three Saturdays in May, and every Saturday June through October.
 - The Market shopping hours are 7:30 am to 11:00 am; vendor to vendor sales may take place prior to 7:30 am.
 - The Market proceeds rain or shine and there will be no extended or special hours.
- **Stall Configuration for the Market**
 - Single stalls must be aligned with the parking lines on Main Street; This creates a booth that is angled to the street and not perpendicular to the street.
 - Multiple stalls (two or three) may be aligned perpendicular to Main Street in order to accommodate parked vendor vehicles along the curb.
- **Unattended Vehicles in the Market**
 - Vehicles parked in a stall area that are not affiliated with the market can be towed by calling the Non-Emergency Police number at 262-335-5000 or by contacting a DWBA staff person at the Market. Notice should be given to the police or DWBA staff as soon as possible.
- **Host Group (serve as volunteer market managers)**
 - The Host Group (located at the corner of 6th & Main) shall be responsible for the on-site administration of the Market rules and regulations in the absence of a Downtown West Bend Association staff member.
 - The Host Group will have a laminated copy of the market map.
- **Restroom Facilities**
 - Portable toilet facilities are provided within the Market area by Old Settlers Park every Saturday including one toilet with ADA accessibility.

General Contract – Partial Season

Vendor Information

Vendor Business Name: _____

Contact Name: (can be the same as vendor name): _____

Address: _____ City: _____ Zip Code: _____

Business Phone: _____ Cellular Phone: _____

Email: _____ Website? YES NO Facebook Page? YES NO

Vehicle that would be at the Market: _____ License plate number: _____

Partial Season Vendor Application

Partial Season Vendors can reserve **1 stall space** for up to 6 dates during the 24 dates of the 2025 season.

Stall Rentals/Fees Determined by Vendor Category

- **Downtown (West Bend) Organization**
 - Organization must be located in downtown West Bend
 - Can be For profit or Nonprofit
 - Pricing: \$0.00 per date, BUT a \$30.00 refundable deposit is required for each date. Money is refunded at the end of the season if vendor uses all reserved dates. For any scheduled dates not used, DWBA keeps the deposit.
- **West Bend (that is not located Downtown) Organization**
 - Organization can be located anywhere in West Bend zip codes, outside of downtown
 - Can be For profit or Nonprofit
 - Pricing: \$30.00 per date
- **Outside (of West Bend zip codes) Organization**
 - Organization is not located in West Bend
 - Can be For profit or Nonprofit
 - Pricing: \$40.00 per date
- **Health / Nutrition Organization (1 stall per Market date)**
 - Organization must have a connection to West Bend community, but does not have to be located in West Bend
 - Must be Nonprofit
 - Must be an organization focusing on health or nutrition in order to qualify (ie hospital, medical clinic, 4-H group, etc.)
 - Pricing: \$0.00 per date

Full payment must accompany the completed contract.

Circle your category: Downtown West Bend Outside Health

of Dates Requested: _____

Provide a DETAILED list of products you will be selling: _____

Preferred Dates

For Partial Season applicants you can apply for up to 6 dates during the 24 date Market season. Please mark up to 12 dates, in rank order 1 to 12, with your preferred dates starting with # 1. We will do the best we can to accommodate your requests. Please do not write in the “#” column. This is for DWBA staff use only.

			June			July			August			September			October		
			Date	Rank	#	Date	Rank	#	Date	Rank	#	Date	Rank	#	Date	Rank	#
May			7			5			2			6			4		
Date	Rank	#	14			12			9			13			11		
17			21			19			16			20			18		
24			28			26			23			27			25		
31									30								



Rules & Regulations

Stall Rental Information

Stall Rental Requirements

- Individuals running for political office are prohibited from reserving a stall space but can solicit signatures to get on the ballot or share their platform from their respective political party stall space if one is reserved.
- No grower or producer may rent more than 3 consecutive single stalls.
- The number of tents needs to match the number of stalls. Tents may not exceed the boundaries of your stall(s).
- Vendor stalls will be rented only to bonafide growers or producers of the product(s). No product may be sold that is grown or produced by anyone other than the individual(s) contracting for the stall. (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 subletting of booth space by a vendor is allowed. A vendor or merchant does not have the right to 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 per the DWBA. Stall reservations are non-transferable, nor can be shared when the vendor cannot be at the market on any day.
- Only one seller per stall(s) reservation.
- Unoccupied stalls may be rented out on a week to week basis to partial season vendors by the DWBA.

Market Stall Rental/Deposit

- Stall prices for the 2025 season are posted on Page 2 of this contract for Partial Season vendors. Payment, in full, is due with submission of the contract. If vendor chooses to be invoiced then the contract will not be confirmed until payment is received and the DWBA reserves the right to rent the requested stall(s) to another vendor.
- A current/valid copy of your state licenses/permits must also be sent with this contract. (Expired copies will NOT be accepted as valid. If your licenses expire after this time but before the season begins, you will need to send in the valid licenses BEFORE the first day of Market.)
- The DWBA will only offer a refund if the DWBA cancels a vendor's Market stalls/dates. If a vendor voluntarily, or through no fault of the Market, does not utilize their stall space, the stall fee will be forfeited and not refunded.
- Attendance – Commitment of a minimum of 18 weeks is required to become a Full Season (seasonal) Vendor. Failure to meet this obligation will result in a review of eligibility in future Markets. Please note that all planned absences at the beginning of the season must be communicated with this contract. Any unanticipated absences as the season progresses should be communicated to the DWBA no later than the Tuesday the week before the absence.

Market Stall Assignments

- Market stalls are assigned by the DWBA and vendors **are not guaranteed** the same location as assigned in prior years. The location of assigned stalls for Full Season vendors will normally not be changed during the market season. However, the DWBA reserves the right to make changes if necessary.
- Each vendor stall will be one parking spot as designated by the white parking lines, which are angled to the street. Vendors with 2 or 3 stall spaces that include parked vehicles can set up their stalls perpendicular to the street and not in alignment with the white parking lines.
- Stalls are not transferrable. Unoccupied stalls are rented out on a week to week basis exclusively by the DWBA.

Licenses/Permits/Insurance

- Vendors are responsible for obtaining all licenses and permits required for the sale of their products to the public. All necessary licenses and permits must be copied and forwarded to the DWBA.
- A list of many, but not necessarily all, licenses and permits that may be applicable to Market vendors follows at the end of this contract.
- Vendors are responsible for their own insurance. Insurance must be copied and forwarded to the DWBA.
- If a business requires a Seller's Permit the vendor must copy and forward the permit to the DWBA.
- A current valid copy of any/all required licenses must be on file in the DWBA office prior to a vendor selling at the market. There are no exceptions - this is a state requirement.

Acceptable & Prohibited Items for Sale

Items that can be sold include:

- Home grown produce, edible grains, fruits, maple syrup, 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, including using commercial kitchens when applicable.
- Soaps and/or personal care products that are made locally by the individual selling them.
- Certain handcrafted items that are related to a vendor's main business or may be allowed on approval of the DWBA.

Items that cannot be sold at the Market include:

- Rummage items, live animals, pets, or other products not home grown or produced, unless otherwise approved by the DWBA, are not allowed.
- Chemicals, accelerants, firearms and tobacco products are not allowed.
- Reselling of wholesale purchased items and manufactured items are not allowed.
- The DWBA reserves the right to deny items on a vendor's requested products list in order to maintain the integrity of items found at the market and to avoid over saturation of product lines at the market.
- No political products (ie t-shirts) may be sold at the Market.
- No political signage may be in or around your stall, including items to be sold (does not apply to the names of the political parties if they reserve a stall at the Market).

Market Rules & Penalty System

Outline

- Each Vendor will begin the season with the ability to receive 8 penalty points before termination of their contract.
- On the first occurrence of a violation, an oral or written warning will be provided to the offending vendor without any point penalty (in the case of selling Wholesale Products the Vendor receives 8 violation points resulting in immediate termination of their vendor contract, without a refund). If the warning is oral, the vendor will be notified that it is an oral warning and it will be recorded in the DWBA office. If there is a second violation the vendor will be assessed a penalty of 1 to 8 penalty points dependent on the violation as outlined in the rules below.
- If a vendor is assessed 8 points in violation penalties the vendor will have their contract terminated with the Market. There is no refund of Market fees if a vendor is terminated from the Market.
- Any terminated vendors will be reviewed by the Events Coordinator and/or the DWBA Executive Director or Board of Directors. All DWBA decisions are final.
- If a vendor is terminated from the Market they may re-apply after one year from the date of termination. The decision to reinstate a vendor to the Market will be the final and binding decision of the Events Coordinator and/or the DWBA Executive Director or Board of Directors.

Vendor Conduct

- Part of this contract includes a Community Commitment; signing the contract acknowledges this commitment.
- 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 DWBA and will be kept confidential.
- A 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 the Market and start to unload as early as 6:00 am. All vehicles that will not be parked in stall space must be removed from the Market by 6:50 am.
- For vendors parking vehicles at the Market, to avoid City of West Bend parking tickets, please display your Farmers' Market vendor sign with stall number(s) visibly on the vehicle. Please note: You will be given ONE sign at the beginning of the season. If you need a replacement, there is a fee of \$5.00. These signs are required at the Market!
- **Vendors must be in their stall(s) and actively setting up by 7:00 am.** The DWBA reserves the right to rent unoccupied stalls as late as 7:00 am on the morning of a Market.
- **No late arrivals of vehicles will be allowed (after 6:50 am) for set up.** This is a safety issue. If a vendor arrives late, the vendor will have to carry in their product, etc. and must still be setting up by 7:00 am and open to the public by 7:30 am. If a vendor cannot guarantee they will be ready for sales by the Market open they will not be allowed into the market and will be marked as an unexcused absence. (In cases of emergencies please call the Events Coordinator to discuss the possibility to avoid a penalty violation.)
- A 1 point penalty may be assessed for unexcused absences.
- Vendor signs must be visible at stalls for all consumers, representatives of the Host Group and DWBA staff to be able to read. Vendor signs are provided by the DWBA for all vendors and include stall numbers.
- A 1 point penalty may be assessed for not having your vendor sign displayed.
- No selling to the public may take place before 7:30 am when the Host Group opens the market with the ringing of cowbells! Vendor to vendor sales may take place prior to 7:30 am.
- A 1 point penalty may be assessed for selling to consumers prior to the start of the market.

Market Stall Usage

- Vendors must furnish their own table and chairs or use the back of their vehicles. Electricity is not provided to vendors at the Market.
- Only quiet Inverter Generators (ie Honda Super Quiet Generators) are allowed at the Market. Vendors wishing to use a generator for electricity must have it pre-approved by the DWBA to ensure reduction in noise pollution.
- When setting up, do not extend into adjoining spaces with vehicles, tents, tables or other displays.
- Single stall vendors are required to stay within the white parking lines on Main Street. Stalls have a maximum of 17 feet from the edge of the curb into the street and have a width of 9.5 feet, as designated by the white parking lines.
- The remainder of the roadway space must be kept clear for pedestrians and for emergency vehicles. Please note that your maximum of a 10' x 10' tent canopy will go beyond your stall space by a few inches.
- Sales must be conducted within your stall space.
- A (1) point penalty may be assessed for violating any of the stall space regulations.

Parking Your Vehicle(s)

- Box trucks and vehicles may not be parked within the Market area unless a vendor's rented stall(s) accommodates both the vehicle and the Vendor's displays and product offerings.
- 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. Public parking is located: east of Main Street along the west bank of the Milwaukee River, south of Highway 33; south of Water Street by Gary's Place Restaurant; on public streets west of 7th Avenue.
- Vendors should not park in any area or street directly adjacent to the market area in order to provide parking for Market customers.
- A 1 point penalty may be assessed for violation of any of the parking regulations.

Food Safety

- All vendors processing and selling 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.
- 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.
- Items must also be kept safe from spoilage which would include putting perishable samples on ice.
- For vendors selling processed food a hand washing station must be available with warm water, soap and clean paper toweling for drying hands. This rule does not apply to samples if all the cutting and processing takes place in a location away from the market area.
- Gloves must be worn by anyone handling food being processed on site for consumption by customers. Hands must be washed prior to putting them into gloves.
- Hand sanitizer does not count as a hand washing station per the state of Wisconsin.
- Questions regarding food safety can be directed to the Washington County Health Department at 262-335-4462 or the state at 608-224-5012.
- A 2 point penalty may be assessed for food safety violations.

Attendance

- For Full Season vendors any preplanned absences should be provided to the DWBA Events Coordinator as part of this contract.
- Any unanticipated absences as the season progresses for either Full Season or Partial Season vendors should be communicated to the DWBA no later than the Tuesday the week before the absence (emergencies will be handled on a case-by-case basis).
- A 1 point penalty may be assessed per unexcused absence. Unexcused absences also include attempts at late arrival (after 6:50 am) which will not be allowed, due to safety concerns.

No Wholesale Produce/Products

- No wholesale produce/products may be sold at the Market.
- If a complaint is submitted to the DWBA, the organization will investigate at the Market and/or with an unannounced farm or vendor location visit. Vendors agree, as part of this contract, to be transparent in making their property available for on-the-spot inspections to members of the DWBA staff/board.
- If a vendor is found to be selling wholesale produce/products it will be an immediate 8 point penalty assessment resulting in immediate termination of the vendor's Market contract. There are no refunds for terminated Market contracts.

Produce/Products for Sale

- Vendors may only sell items listed on their approved contract. Vendors with new products to bring to the Market must obtain written pre-approval from the DWBA.
- A 2 point penalty may be assessed for selling unapproved items.

Market Closing Procedures

- No vendor may leave the Market early and disrupt or endanger the safety of pedestrians. A 2 point penalty may be assessed for leaving the Market early.
- The Market will close promptly at 11:00 am with the ringing of cowbells by the Host Group. All selling must cease.
- Vendors must be packed, cleaned up, and off of Main Street by 11:30 am at which time the road will be re-opened to local traffic.
- Waste, garbage and unsold produce must be removed from vendor stalls by the Vendor occupying the stall space(s).
- Public garbage cans located downtown may not be used for vendor disposal.
- If a vendor space is not entirely cleaned up penalty points and cleaning fees may be assessed. A 1 point penalty may be assessed for not cleaning a stall(s).

Host Groups are asked to forward questions or concerns to the DWBA after each week's Market. Vendors or shoppers can register complaints or concerns regarding the Farmers' Market in writing directly to the DWBA. Concerns should be mailed to the DWBA with the subject line *West Bend Farmers' Market*. All complaints are kept confidential and are reviewed and addressed as necessary. The DWBA will address any problems related to the administration of these rules. The Board of Directors of the DWBA, whose decision shall be binding on all parties, will make final decisions.

Community Commitment

What makes West Bend Farmers' Market #1 in the State of Wisconsin?

It is not just the success and scale of the Market. It is also how the DWBA manages the Market, how Vendors treat one another and the public, and how everyone involved upholds fair and equitable values and kindness toward one another.

All Vendors of the West Bend Farmers' Market community are expected to:

- Be sustainable – In addition to our commitment to environmental sustainability, we make decisions that are future-focused and strengthen our resources and our communities for generations to come. All are expected to participate in our community in ways that complement this forward-thinking approach to securing the future of food.
- Be connected – Participation and connectedness is centered in the approach to our work. We are community-minded and understand that our connected actions need to work together for the success of our organizations. The results of our work are strengthened by listening to the experiences of community members.
- Be respectful – All Vendors of the West Bend Farmers' Market should respect one another. We do not allow any kind of discriminatory behavior, harassment, or victimization. Harassment includes bullying, intimidation, direct insults and/or malicious gossip.
- Commit to positive communication - everyone involved with the Market is expected to accept that others have positive intentions and that responses should be positive in return. The DWBA expects everyone to draw each other into conversation rather than call each other out.

The Market cannot provide an exhaustive list of disrespectful behavior, but here are some examples of behavior that will not be tolerated:

- Rude, impolite, or ill-mannered attitude or actions towards others;
- Vulgar language including insults, swearing, name-calling, or slanderous remarks;
- Gossiping, or untruthful communication;
- Threats of violence;
- Discriminatory jokes and language;
- Personal insults, especially those using racist or sexist terms;
- Non-consensual touching;
- Unwelcome sexual attention; to include but not limited to sharing sexually explicit or violent material via electronic devices or other means;
- Advocating for, or encouraging, any of the above behavior.

DWBA Commitment

- The DWBA continues to educate ourselves on concepts, ideas and issues that have importance to the communities we serve, and to improve our Market.
- The DWBA commits to sharing constructive, timely, and solution-orientated communication to vendors and the public related to the Market.

If a vendor or a member of the public feels that they have experienced a violation of this Community Commitment, they should contact the Events Coordinator at the DWBA: events@downtownwestbend.com, or (262) 338-3909.

NOTE: Please only complete the top ¼ of page # 8.

Form S-240	Operator's Wisconsin Tax Number	Event End Date	Page ___ of ___
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Part C: Vendor Information

If the vendor does not have a Wisconsin seller permit number and claims their sales are tax exempt, enter the exemption code number provided by the vendor.

- | | |
|--|--|
| 1 - Exempt sales only or display only | 3 - Nonprofit occasional sales exemption |
| 2 - Multi-level marketing company pays sales tax | 4 - Exempt occasional sales |

Wisconsin Seller's Permit Number (15 digits starting with 456)		SSN (last 4 digits)	FEIN (last 4 digits)	Exemption Code
456- -				
Legal Business Name (if not sole proprietor)		Doing Business As (DBA) Name (if applicable)		
Vendor/Contact Name (Last)		Vendor/Contact Name (First)		Vendor Phone Number
Mailing Address			Email Address	
City	State	Zip	Multi-Level Marketing Company (if claiming Code 2 above)	

Wisconsin Seller's Permit Number (15 digits starting with 456)		SSN (last 4 digits)	FEIN (last 4 digits)	Exemption Code
456- -				
Legal Business Name (if not sole proprietor)		Doing Business As (DBA) Name (if applicable)		
Vendor/Contact Name (Last)		Vendor/Contact Name (First)		Vendor Phone Number
Mailing Address			Email Address	
City	State	Zip	Multi-Level Marketing Company (if claiming Code 2 above)	

Wisconsin Seller's Permit Number (15 digits starting with 456)		SSN (last 4 digits)	FEIN (last 4 digits)	Exemption Code
456- -				
Legal Business Name (if not sole proprietor)		Doing Business As (DBA) Name (if applicable)		
Vendor/Contact Name (Last)		Vendor/Contact Name (First)		Vendor Phone Number
Mailing Address			Email Address	
City	State	Zip	Multi-Level Marketing Company (if claiming Code 2 above)	

Wisconsin Seller's Permit Number (15 digits starting with 456)		SSN (last 4 digits)	FEIN (last 4 digits)	Exemption Code
456- -				
Legal Business Name (if not sole proprietor)		Doing Business As (DBA) Name (if applicable)		
Vendor/Contact Name (Last)		Vendor/Contact Name (First)		Vendor Phone Number
Mailing Address			Email Address	
City	State	Zip	Multi-Level Marketing Company (if claiming Code 2 above)	

Reproduce this page as needed to report all vendors.
Page 1 must be included with your submission.



Other Licenses and Permits That May be Needed

Vendors are responsible for submitting copies to the DWBA of any other licenses and permits that may be required for a vendor stall. See list that follows:

- The Market currently does not automatically accept residential kitchens as accepted processing facilities for food products sold at the Market. Potential vendors can appeal to DWBA staff for consideration.
- Vendors selling baked or canned goods must have a valid **Wisconsin Food Processing License**. We do not accept Pickle Bill processing. You must have a valid state license to sell canned or baked goods.
- Vendors selling eggs must have a valid **Wisconsin Department of Agriculture Retail License**. (Egg Endorsement Form)
- Vendors selling meat 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**.
- Vendors selling pet food/treats must obtain a **State of Wisconsin Feed license**.
- Vendors using the word organic must be **certified organic vendors by the USDA, and have a valid "Organic" certificate**.
- If your business needs a **seller's permit**, we must have that on file.

Questions regarding state permits can be directed to the State Food and Safety Inspector: 608-224-5012.

I have read and agree to the terms of the preceding Downtown West Bend Association Farmers' Market Comprehensive Contract.

Signature of Vendor

Date

Printed Name of Vendor

Return this signed agreement with a copy of any required license(s)/permit(s).

Partial Season Vendors should submit payment with return of this contract; vendors can be electronically invoiced for online payment or later payment but are not guaranteed their reservation until payment is received.

Send to:

Downtown West Bend Association
120 N. Main St. Suite, 120
West Bend, WI 53095

Completed, signed and dated contracts can also be scanned and emailed to: events@downtownwestbend.com

For more information, please contact the Downtown West Bend Association: 262-338-3909

Philip Fritsche: Events Coordinator
events@downtownwestbend.com

OR
Noelle Braun: Executive Director
ed@downtownwestbend.com

