

THE WESTOWN INDOOR MARKET 2009/2010

RULES & REGULATIONS

The Westown Association of Milwaukee, Inc. (hereinafter "Westown," "Westown Association" or "organization") has established these rules and regulations for the benefit of the organization, its vendors and customers. Enforcement and interpretation of these rules shall lie in the sole discretion of the Westown staff. Violation of any rule may result in revocation, suspension or termination of your selling privileges, without refund. Matters outside the scope or content of these rules shall be directed to Westown staff on duty at the market.

1. Booth space will be rented only to bonafide growers or producers.

- To qualify as a bonafide grower or producer, you must own or rent the land/greenhouse in which your products are grown and/or prepare all items that you sell.
- You must plant, maintain, harvest, and market within Wisconsin, any and all produce and flowers you sell. Commissioned produce, flowers or products (i.e., items purchased for resale) are not allowed. Any vendor who sells or attempts to sell commissioned items may have his/her selling privileges suspended, revoked or terminated (and vendor fees forfeited), in the sole discretion of Westown staff.
- You must file a completed registration form (including directions to your farm or place of production) with Westown.
- Only the vendor, the vendor's family member(s) or the vendor's paid employees may sell products at the Market. No brokers, agents or commissioned sellers may sell any products at the market.

2. Art Vendors

- You may sell only original, handmade products or pieces of artwork.
- You must file a completed registration form (including directions to your studio or place of production) and schedule a pre-registration meeting with the Westown staff. Samples of your artwork or products you intend to sell must be brought to this meeting. All pre-registration meetings will take place at the Westown Association office. Due to time constraints, the Westown staff will not review artwork or handmade products during the market on Wednesdays.
- You may sell only art products pre-approved by the Westown staff. Photos of booths from prior markets or events are required.
- The approval of art products lies solely with the Westown Association and all decisions shall be final. This includes the number of vendors selling each type of artwork at the market (i.e. jewelry, clothing, photography, etc.) and all other matters.

3. The sale of sauces, jams, jellies, and honey products is permitted.

- Each vendor must produce the products (s)he sells at the market in a state/city certified kitchen facility.
- Vendors must produce such items in accordance with all state and local health department licensing requirements.

4. **The market is open every first and third Wednesday from November 4, 2009 to February 17, 2010 (11/4, 11/18, 12/2, 12/16, 1/6, 1/20, 2/3, 2/17), 10am until 3pm**
 - The Westown Association Marketing and Events Coordinator or another Westown designee will be on duty during this time and will be responsible for stall assignments, fee collection and enforcement of Market Rules and Regulations.
 - All vendors are required to arrive during their assigned load-in time (which will be assigned after application and payment is received) and be set-up no later than 10am.
 - All vendors are required to remain open until 2pm.
 - All vendors are encouraged to call or email Westown staff of absences in advance. Westown has a waiting list of vendors who can fill your stall during an absence .

5. **Vendors shall occupy only the stall that they have been assigned. Rented stalls are not transferable.**
 - Stall selection shall be assigned at the sole discretion of the Westown market staff.
 - Vendors must provide their own stall setup within marked locations. Failure to stay within marked locations may result in additional charges for multiple stalls. Shopping Center café tables and chairs may not be used by vendors.
 - Vendor Fees are nonrefundable.
 - Seasonal fees are set at \$250 for the 8-day season. Daily rentals will not be offered unless seasonal stalls fail to be rented by the first day of the market or in the event a stall becomes available throughout the duration of the market season.
 - A \$50 rebate will be returned at the end of the season to all seasonal vendors (that paid \$250) who have perfect attendance at the market. Perfect attendance means your stall has been open for business on each of the eight market days. Absences will not be excused unless a snow emergency is declared by the City of Milwaukee and/or The Shops of Grand Avenue fails to open on the day of a market.

6. **Seasonal stall applications and full payment are due by October 16, 2009**
 - Any available seasonal stalls at the start of the market must be paid in full by the second market day (November 18) for all new vendors.
 - Seasonal rates will not be pro-rated if purchased after this date.
 - All seasonal vendors will have the right to renew their lease for the same stall the following year.
 - Due to limited space, available seasonal stalls will be rented on a first-come basis.
 - No stall shall be used if payment is not current.

7. Parking and Loading (please read carefully)

- All seasonal vendors will be validated for one parking space on market day in the Shops of Grand Avenue parking structure. The structure can be accessed from Plankinton Avenue or Second Street.
- All vendors will receive a scheduled load-in time as determined by the Westown Market staff. All vendors are required to load-in during the time given. Staff will schedule the time based on the preferred times a vendor records on his/her market application.
- Vendors are allowed to unload in the loading zones adjacent to the Shops of Grand Avenue building. The exterior doors leading to Center Court will be labeled for Market Loading and a staff member will be present to monitor loading.
- Vehicles can be parked with flashers in the loading zone for 15 minutes.

8. Booth Space and Display (please read carefully)

- One 6-foot table with black coverings and one chair will be set-up in each booth space prior to vendors arrival. Neither Westown nor The Shops of Grand Avenue will supply additional tables or chairs.
- Two additional 6-foot tables and/or chairs supplied by the vendor may be used within the confines of the designated booth space and must be set-up to form a U-shape with the 6-foot table already supplied.
- Booth display must not exceed 6-feet in height and must be kept within the confines of the designated area. Exhibits must NOT obstruct the aisles or prevent access to nearby exhibits.
- Electricity is limited. All electrical cords must be approved by Westown and/or The Shops of Grand Avenue staff and secured to floor by cord covers only. Duct or other tape is not allowed.
- Booth space must be kept neat at all times. All storage must be out of view during market hours.
- Vendors may not attach any materials to Center property (i.e. walls, columns, railings, escalators, trees, etc.)
- No nails or screws shall be driven or holes drilled in the floors, walls, doors, columns, or other parts of the structure in the Center.
- All additional tables must be draped to the floor on all sides with fabric table cloth (preferably black)
- All materials supplied to vendors (tables, covering, and chair) must be left in same condition in which they were received.

9. Growers shall make available for inspection, upon the request of Westown staff, the land upon which their produce is raised or produced. The Westown Association will continue to conduct random farm/land inspections in 2009/2010. Staff conducts inspections to investigate whether products are locally raised and produced. Failure to cooperate with inspections may result in termination of selling privileges.

- 10. The City of Milwaukee Health Department requires all food and produce vendors to have current health permits before vending.** For information on obtaining this permit, contact the City of Milwaukee Health Department at (414)286-3674. The Westown Association cooperates fully with the City of Milwaukee in their enforcement of all city ordinances.
- 11. The Wisconsin Department of Revenue requires all artists and vendors selling non-food items to hold a Wisconsin Seller's permit.** The Westown Association will cooperate fully with the Department of Revenue by providing the Department with vendor information in accordance with all state laws. Please call the Wisconsin Department of Revenue at (608) 266-2776 for more information on obtaining a Wisconsin Seller's Permit.
- 12. The sale of food products not produced in Wisconsin, is permitted only if produced by the vendor and in accordance with all Milwaukee Health Department licensing requirements.** The Westown Association will determine the number and type of vendors in this category that will be permitted to sell at the market.
- 13. Vendors must clean their stall area after each use.**
 - This includes the selling, loading, and parking area.
 - Failure to clean up will result in a \$10 fine payable to the Westown Association. Repeated offenses may result in revocation or suspension of selling privileges.
 - Unsold items, boxes, and/or scrap food must be removed from the market and must not be put in the center's refuse receptacles.
- 14. Westown reserves the right to terminate any registration agreement for any reason with a 15-day written notice.** Westown decisions shall be final.
- 15. All vendors must conform to these market rules and regulations, all Federal, State, and City Laws as well as the Shopping Center rules and regulations.**

By signing the market application, each vendor agrees to protect, indemnify, and hold harmless the Westown Association and The Shops of Grand Avenue (the "released parties") from and against any and all 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 or use of any rented or occupied market space or in connection with any action or omission of the vendor who shall defend the released parties in any such cause of action or claim.