

2022 JACKSON PARK FARMERS MARKET STALL RENTAL APPLICATION AND AGREEMENT

Print Name: _____ Date: _____

Street Address: _____

City, State & Zip: _____

Phone Number(s): _____

Email Address: _____

Facebook: _____

Of Stall(s) Rented: _____

Please check one of the following:

_____ I am paying for the entire season

_____ I am paying per week or the prorated amount (*see next page)

I/we accept the following (check all that apply): _____ WIC/Senior _____ SNAP/EBT

A. Agreement

Upon approval by the Jackson Park Community Association, Inc. (hereafter, "Association"), a stall(s) rental agreement will be created between the Association and the stall renter. By execution of this application, each applicant agrees to comply with the **Rules and Regulations of the Jackson Park Farmers Market**, which is incorporated herein by reference, and the terms of this application/agreement, if approved by the Association. Each applicant must provide the following documents at time of Application:

1. A fully completed and signed copy of this **Application** together with an Inventory List of merchandise or produce that applicant will be offering for sale. See paragraph five hereafter;
2. A completed Wisconsin Dept. of Revenue **Form S-240, "Wisconsin Temporary Event Operator and Seller Information"** (a copy of this form can be obtained from the Association's market manager);
3. A signed **"Release and Hold Harmless Agreement for Jackson Park Farmers Market / Marketplace Sales"**.
4. Full Season: Payment by **check** in the amount of \$175 on or before June 16th, 2022 for each stall for the 2022 season requested, made payable to "Jackson Park Community Association Farmers Market". Payments should be mailed to the Association's Treasurer, Brett Nepper, P.O. Box 340092, Milwaukee, WI 53234. Payment by PayPal must be made no later than June 1st, 2022. No vendor will sell items before payment is made.
5. Weekly/Prorated Rate (subject to availability):
 - Weekly: \$20.00 per week
 - Beginning in July- \$150.00 for rest of season
 - Beginning in August-\$125.00 for rest of season
 - Beginning in September-Weekly rates only

All payments are non-refundable. The Association in its sole discretion may either approve or disapprove an application for a stall rental based upon such factors as the type of merchandise or produce that the applicant proposes to offer for sale.

B. Premises and Term

The stall rental is for a designated area in Jackson Park, located at 3500 West Forest Home Avenue, Milwaukee, WI 53215, on Thursday evenings from 3:00 pm to 6:30 pm from June 16, 2022 through September 29, 2022, unless terminated earlier.

C. Right to Inspection

By execution of this application/agreement, applicant agrees to make available for inspection those lands or areas upon which the merchandise or produce offered for sale at the Jackson Park Farmers Market is raised or produced. Failure to provide location or access shall be considered a violation of the rules and regulations of the Jackson Park Farmers Market and this agreement.

D. Inventory

Applicant hereby lists below the merchandise, crops or produce that it proposes to sell at the Market and the location where such merchandise or produce is grown or originates. (insert answer below or attach as an exhibit)

E. Termination

The Association, at its option, may terminate this agreement at any time upon 30 days prior written notice to the renter. Notice shall be mailed to the renter's post office address as set forth above. Stall rental payments shall be prorated to the date of termination specified in the notice and a refund provided to the renter.

1. In the event, the Association's underlying agreement with Milwaukee County for use of Jackson Park for a farmers market is terminated at any time, then this stall rental agreement shall also be terminated and the remaining unused rental period shall be prorated and returned in the same manner as the above paragraph.
2. The Association may terminate this rental agreement at any time for violation of the rules and regulations of the Jackson Park Farmers Market by any renter, his or her agent, or person under his or her direction or control. At the option of the Association, liquidated damages for the violation of any of the rules and regulations shall be a sum equal to the unexpired stall rental(s).

F. No Presumption of Agent/Employee

It is understood that this agreement does not in any way establish the renter as an agent or employee of the Association or the City and County of Milwaukee.

G. No Assignment Without Permission

The stall renter may not assign this agreement, in whole or part, without the prior written approval of Association.

H. Entire Agreement

This written agreement constitutes the entire agreement between the parties. All prior negotiations and discussions, oral or written, have been merged into this agreement.

I have read, and agree to, the terms of this agreement.

Renter Signature: _____

Print Name: _____ Date: _____

(For Office Use Only)

On behalf of the Jackson Park Community Association, Inc., we approve this application and confirm the rental stall request specified in paragraph one above.

Jackson Park Community Association Signature: _____ Date _____

Jackson Park Community Association, Inc.
P.O. Box 340092 Milwaukee, WI 53234
Email: jpgfarmersmarket@yahoo.com
Phone: 414-687-0938
Physical location/address of the market: 3500 W. Forest Home Ave. *By the boathouse on the parkway

2022 JACKSON PARK FARMERS' MARKET RULES AND REGULATIONS

A. General

1. All stall renter applicants must provide an Inventory List of Items to be sold at the Jackson Park Farmers Market (hereafter, "Market") at time of application. Stall renters approved to sell at the Market may only sell items from their list. Stall renters will be chosen primarily based upon the merchandise and products they offer for sale (with priority given to local farmers/vendors) in order to provide a variety to our customers.
2. Only Wisconsin grown or produced items that meet all applicable federal, state and local rules and regulations and approved by the Manager may be offered for sale. The selling of products not locally grown and/or crafted constitutes cause, at the option of the Market, for termination of the stall rental agreement.
 - a. Exception: If a product is not grown or produced in Wisconsin an exception may be made by the Market Manager based on the need for a variety of items.
3. Farmer grown and produced means:
 - a. For all items mentioned in Paragraph 2 above, all pruning, spraying, fertilizing, and harvesting is undertaken by the farmer, members of the farmer's household or persons directly employed and paid by the farmer. This may include items grown on land under written lease or license, provided that the farmer who leased or licensed the land undertakes all of the above activities.
 - b. Any vendor intending to sell items not grown or produced by himself or herself, will need to indicate these items on their Inventory List, and these items must be conditionally approved for sale by the Market Manager prior to sale. However, this conditional approval may be rescinded by the Market Manager in the event that another stall renter is able to sell a similar item which he or she produces.
4. All items offered for sale at the Market must be first quality, unless they are expressly posted as "seconds."
5. Only products certified as organic may be labeled as "organic."
6. All processed foods should comply with the requirements set forth by federal, state, and local laws, regulations and rules.
7. Sales of alcohol and/or tobacco are prohibited. Vendors must comply with Milwaukee County prohibitions, including prohibitions against the sale of gum and glass bottles.
8. Stall renters shall carry insurance to cover the extent of their operations and liabilities and must have a current license(s) from the City of Milwaukee Health Department and State of Wisconsin Agriculture Licenses as required by law. Auto liability insurance is required for all vehicles used by vendors in/around the market venue.

B. Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of an item is clearly displayed. Each vendor shall establish prices for his or her items offered for sale.
2. Collusion among Vendors to raise or lower prices or to exert pressure or persuasion to cause any vendor to increase or decrease selling products is prohibited.
3. Each Vendor must post the farm or business name and location as well as items being sold at his or her assigned selling area in the Market. All vendors making over \$25,000 annually must display a sign with their contact information.
4. A Jackson Park Farmers Market/Milwaukee Parks System sign will be provided to vendors and must be displayed. All proposed banners, signage and advertising on or within the Park, temporary or portable structures, is subject to the final approval of the Market in order to comply with the underlying Jackson Park Community Association's agreement with Milwaukee County.

C. Weekly Operation

1. Rental stalls are located for use in a designated area of Jackson Park located at 3500 West Forest Home Avenue, Milwaukee, WI 53215, and adjacent areas as agreed upon for **Thursday evenings, from 3:00 pm to 6:30 pm, from June 16, 2022 through September 29, 2022.**
2. Each Vendor may request a maximum of two stalls, but may be limited to the one depending on past use of space and stall demand. Due to the nature of Jackson Park, stalls may not be uniform. Each stall should accommodate a 10' by 10' tent.
3. The Jackson Park Farmers Market must be notified at JPFarmersMarket@yahoo.com in advance of any dates you know that you will be absent from the Market. Unless an emergency situation arises, notification should be received by noon on the Monday prior to the Market day, to avoid any penalties. Advanced notification allows the Market to fill stalls on market days with one-day participants or move other market participants together to fill in the gaps. This also allows for social media updates to occur notifying customers of the change. Two absences without advance notification to the Manager may result in a termination of the rental stall or, at the option of the Market, require the payment of a \$25.00 penalty as a condition for the offending vendor to resume sales at the Market. Payment must be paid to the Market Manager before or upon return to the Market.
4. Vendors shall arrive no earlier than 2:15 pm to set up his/her displays, but the actual sales shall not commence before 3:00

pm or take place after 6:30 pm. All Vendors must be parked by 2:45 pm. Selling shall promptly start at 3:00 pm. Vendors not in place by 2:45 pm may not have access to their regular space. Vendors who do not abide by this rule may lose their preferred assignment.

5. Vendors must agree to sell for the entire market and are required to stay to represent their business, even if sold out. No early pack up will be tolerated.
6. Vendors must vacate the selling area no earlier than 6:30 pm and no later than 7:00 pm and all clean- up must be completed promptly. Failure to do so will result in a fine of \$25.00 or the actual costs of clean up, whichever amount is greater.
7. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
8. Vendors must keep the vicinity in and around their selling area clean at all times and remove refuse and unsold items at the end of each Market day. Vendors must provide their own trash receptacle(s) when selling ready-to-eat items.
9. No vendor shall smoke tobacco, drink alcohol and/or possess or use any controlled substance while at the Market.
10. All food items (prepared or not) sold at the market must be displayed and sold in a manner which prevents contamination by dust, dirt, flies or other insects. Covering of such food with cellophane or other transparent paper does not meet this requirement. Dressed poultry shall be iced or refrigerated so that it is displayed at a maximum temperature of 41 degrees Fahrenheit. Newspaper shall not be used for wrapping edible food products.
11. Dogs are not permitted on market premises. Stall renters who bring dogs to the market will be asked to remove these animals from the market. Failure to do so, or any recurrence, will be deemed a violation of market rules.
12. Amplified sound will not be allowed without the prior approval from the Market Manager.

D. Grievances

1. In the event of a dispute regarding any aspect of the Jackson Park Farmers Market, the Market Manager shall make a decision. Any failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the Market.
2. A Vendor may file an appeal from the Manager's decision, in writing, to the Jackson Park Community Association Board. Any appeal must be filed within ten (10) days of a decision.
3. The Jackson Park Community Association Board will take no more than ten (10) days from receipt of the appeal to make its decision. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.

E. Vendor Licensing

1. The stall renter is solely responsible for obtaining all necessary licenses or permits required for the sale of his or her product to the public. Copies of such licenses/permits shall be submitted to the City of Milwaukee upon submitting an application. Whenever necessary, the vendor shall submit copies of any applicable license/permit renewals. Food vendors must follow City of Milwaukee Health Department Regulations. For more information, contact the City of Milwaukee Health Department at (414) 286-8630.
2. Vendors selling non-food items must also include a copy of their Wisconsin Seller's permit or social security number. Market staff will provide vendor information to the Department of Revenue 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.

F. Enforcement of Rules and Regulations

1. Participants in the Market must conform to the Market rules and regulations at all times. The Market Manager has full authority to enforce all rules. All participants failing to comply will lose their space at the discretion of the Market Manager and may be asked to leave. Market rules supplement City of Milwaukee ordinances.
2. A Vendor, market consumer, or market representative may submit a signed written complaint where there is cause to believe a violation of Market rules exists. These rules do not create third party rights and are only enforceable by the Jackson Park Farmers Market Manager, at its discretion.
3. These rules have been put in place to help ensure that the market operates in a successful and safe manner that is fair for all. The Jackson Park Farmers Market reserves the right to amend or change these rules as needed and again, we hope that we will all operate in the spirit of cooperation.

RELEASE AND HOLD HARMLESS AGREEMENT FOR JACKSON PARK FARMERS' MARKET / MARKETPLACE SALES

I have signed a Rental Agreement to participate in the Jackson Park Farmers Market/Marketplace Sales at a designated area at Jackson Park, 3500 West Forest Home Avenue, Milwaukee, WI 53215 for the 2022 season by renting a stall(s) for the express purpose of the selling of merchandise, which I am legally authorized to offer for sale, and which is more particularly described in the Rental Agreement.

I am informed and acknowledge that while participating in the sale of merchandise at the Jackson Park Farmers' Market:

1. I am not insured by Milwaukee County, the City of Milwaukee, or the Jackson Park Community Association, or any department, committee or subpart thereof, for any personal injuries, medical expenses, property damage or loss of any other type, including that caused or sustained by third parties;

AND

2. I am not an employee of Milwaukee County, the City of Milwaukee, or the Jackson Park Community Association, or any department, committee or subpart thereof, for any purpose, including coverage under the Wisconsin Worker Compensation statutes. In consideration of the opportunity to participate in the sale of merchandise at the Jackson Park Farmers Market as more fully described in the Rental Agreement of the parties, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I release, forever discharge and hereby hold harmless Milwaukee County, the City of Milwaukee, and the Jackson Park Community Association, its departments, committees, officials, agents and employees, his, her, its and their successors and assigns, all other persons, corporations and legal entities acting on their behalf who are or may be liable ("Released Parties") from any and all claims, demands, damages, costs, actions and causes of actions of whatever kind or nature which I may now have, or may hereafter have, on account of, or in any way growing out of, any and all known and unknown bodily injuries, personal injuries and property damage, whether developed or undeveloped, resulting from or arising out of my participation in the sale of merchandise during the 2022 season at the Jackson Park Farmers Market as outlined herein.

This Release extends to any and all claims I have or may have against the Released Parties, even if such claims result from strict liability or negligence on the part of any or all of the Released Parties.

I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE "RELEASED PARTIES" FOR ANY INJURY RESULTING TO MYSELF, MY AGENTS, ACTING UNDER MY AUTHORITY OR TO MY PROPERTY, ARISING FROM, OR IN CONNECTION WITH MY PARTICIPATION IN THE SALE OF MERCHANDISE DURING THE 2022 SEASON AT THE JACKSON PARK FARMERS MARKET AS OUTLINED HEREIN.

Notwithstanding anything herein to the contrary, I do not release any Released Parties from any intentional misconduct by a Released Party (or Parties).

BY SIGNING THIS RELEASE, I CERTIFIED THAT I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I AM NOT RELYING ON STATEMENTS MADE BY ANYONE RELEASED THEREBY. I FURTHER ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE AND EXPRESSLY WAIVE SUCH OPPORTUNITY.

Participant's Signature: _____

Print Name: _____

Street Address: _____

City: _____

Zip Code: _____

Phone Number(s): _____

Date: _____

Jackson Park Community Association, Inc.
P.O. Box 340092 Milwaukee, WI 53234
Email: jpfarmersmarket@yahoo.com
Phone: 414-687-0938

Physical location/address of the market: 3500 W. Forest Home Ave. *By the boathouse on the parkway