



Oconomowoc Farmers' Market Handbook

Guidelines and Policies

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Oconomowoc Area Chamber of Commerce
175 E. Wisconsin Ave.
Oconomowoc, WI 53066

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About Oconomowoc Farmers' Market

History: In the spring of 1980, the Oconomowoc Area Chamber of Commerce Board of Directors began planning a weekly outlet for area farmers to sell produce. Initially coined as Farm Produce Days and later renamed Oconomowoc Farmers' Market, it was a weekly event held every Saturday from August 16 to October 19, 1980. While we have seen many changes in our location and variety of vendors over the years, a few things remain the same: our passion for fresh healthy food and our desire to support local farmers and small businesses. The Market has become an enjoyable community gathering place where people connect with local farmers, vendors, neighbors, and friends.

The Oconomowoc Summer Farmers' Market is still managed by the Oconomowoc Area Chamber of Commerce, which operates it from the first Saturday in May through the last Saturday in October. Our Market is a "producer only" market – items for sale are grown, raised, and produced in Wisconsin. Fresh seasonal produce, baked and canned goods, meat, cheese, honey, arts and crafts, and fresh cut flowers are a few of the products available at the Market.

Mission: The mission of the Oconomowoc Farmers' Market is to provide opportunities for local farmers to sell their produce directly to consumers and provide the community with fresh, local and healthy food; to provide a wholesome gathering place for people of all ages; to support local farmers; and to give promotional opportunities to Chamber members.

Market Objectives

- To give growers and producers of Wisconsin agricultural commodities and other farm-related products alternative marketing opportunities.
- To create a direct connection between producer and consumer, which will encourage the mutually beneficial exchange of knowledge and ideas.
- To promote good nutrition and a healthy lifestyle.
- To improve the variety, freshness, taste and nutritional value of produce available in the Oconomowoc area.
- To provide an educational forum for consumers to learn the uses and benefits of quality, locally grown, or prepared food products.
- To enhance the quality of life in the Oconomowoc area by providing a community activity which fosters social gathering and interaction.
- To preserve Wisconsin's unique agricultural heritage and the historical role which farmers' markets have played in it.
- To provide promotional opportunities for Chamber members through sponsorships and on-site presence as Spotlight Businesses.

Marketing Initiatives

Oconomowoc Summer Farmers' Market actively promotes the Market on the Oconomowoc Area Chamber of Commerce website, events calendar, and social media pages. We encourage all Market participants to follow us on social media, share our posts, and tag us on your posts. We will share your posts with our followers as we are able.

Website

The website promotes details about the Market dates and about our vendors and Business Spotlights. www.oconomowoc.org/osfm

Social Media

The Oconomowoc Farmers' Market continues to build our online community.

Facebook: @OconomowocFarmersMarkets

Instagram: @oconomowocfarmersmarkets

The Oconomowoc Area Chamber of Commerce reserves the right to share participating businesses' names, information and images taken at the Market for market promotion.

Market Overview

Dates: First Saturday in May through the last Saturday in October, except for the last Saturday in July when the Lake Country Triathlon takes place. During this weekend there is a special Friday night market; vendors must register separately for this event if they would like to participate.

Time: Open to the Public 8 AM – Noon

- Vendors begin set up at 6:30 AM | Tear Down: Begins at Noon

Location: Bank Five Nine Campus Lot · 155 W Wisconsin Ave · Oconomowoc

Important Reminders:

- The schedule of days and hours of operation are subject to revision by the Oconomowoc Area Chamber of Commerce.
- Weather: Markets are rain or shine events. There will be no refunds or rescheduling of dates in the event of Market cancellations due to inclement weather. Severe weather cancellations will be noted on the Chamber website and the Market Facebook page. Please see the Inclement and Severe Weather Protocols section of this handbook for more information.

Participants and Products

For purpose of the Farmers' Market Policies Handbook, Application, and Vendor Agreement, Farmer, Producer, Vendor, Artisan, Concessionaire, Business Spotlight Participant (Spotlight), or Non-Profit Organization (Non-Profit), or any term referring to a booth participant shall collectively and individually be referred to as Vendor(s).

This is not a comprehensive list. Final decisions are at the discretion of the Oconomowoc Area Chamber of Commerce (Chamber) staff or Market Monitors (Chamber staff). Only products and items listed on an application and approved by the Chamber staff can be displayed and sold at the Oconomowoc Farmers' Market (Market). Any additional items must be approved by Chamber staff before adding them to the Market. Chamber staff reserves the right to limit any Farmer, Producer, Vendor or Artisan (Vendor), Business Spotlight (Spotlight), or Non-Profit Organization (Non-Profit) to ensure Market product/participant diversity. Chamber staff also reserves the right to request that a Vendor immediately remove merchandise or promotional materials that Chamber staff may deem unacceptable.

Chamber staff reserves the right to do site visits/inspections to confirm that products sold at Market meet Market guidelines.

Agricultural Products: Fresh fruits, vegetables, herbs, meat, and eggs must be grown, produced, or raised by Vendor on property owned/leased by the Vendor within 100 miles of Oconomowoc and be displayed and sold according to state and federal guidelines. Produce must be fresh and free of insects or disease. Eggs, meat & poultry, and cheese must meet local requirements. No resale of any other Vendor's agricultural product or processed food item is allowed within the booth.

Artisan Works: An artisan is defined as using 75% or more of booth space to sell non-edible products. Artisan works including but not limited to soaps, lotions, jewelry, pottery, woodworked items, leatherwork, woolens, scarves, etc. must be the original work of the artisan. Three (3) photographs showing the items to be featured must be sent with application for consideration. Artisan may be removed from the Market and receive no refund at the discretion of Chamber staff if they are selling manufactured or imported items.

Concession Food: Concessions may be prepared on-site. Concessionaires must be licensed as such.

Processed Food: Processed foods must utilize 25% of Wisconsin sourced ingredients. (ex: bread, jams/jellies, other canned or baked goods, candies, honey and cider, cheese, meat, chips, and snacks). If Vendor's products do not fall under the "Pickle Bill" or Licensing Exemption for Home Bakers, then they must be prepared in a commercial kitchen.

- **"Pickle-Bill" Items:** Items prepared under the "Pickle-Bill" are allowed. Vendor is responsible to prepare, package and adhere to all guidelines set under the bill. If Vendor's

product falls under the “Pickle Bill,” please note this on the vendor application. The following statement must be posted at the booth:

“This product was made in a private home not subject to state licensing or inspection.”

- Vendor’s products must be labeled according to State requirements.
- Licensing Exemption for Home Bakers: Items prepared under the licensing exemption for home bakers are allowed. If Vendor’s product falls under this licensing exemption, please note this on the vendor application. The following statement must be posted at the booth:
“This product was made in a private home not subject to state licensing or inspection.”
 - While there is no specific labeling requirement for baked goods at present, we recommend following the labeling guidelines in the current “Pickle Bill.”

CBD Vendors: Vendor may sell topical CBD products only. Product must be grown by the Vendor. In addition to the application, Vendor must submit a Hemp Grower License and a Fit for Commerce Certificate(s) with matching license numbers. The CBD Vendor must sign and submit an Oconomowoc Farmers’ Market Addendum to Vendor Agreement (contact Chamber staff for this document). CBD Vendors must also ensure additional language is added to the Certificate of Insurance (see insurance section for additional insurance requirements for CBD Vendors).

Business Spotlight Booths: Business Spotlight booths provide a platform for businesses and organizations to share information and educate market-goers about their products or services. Direct sales, fundraising activities, and aggressive sales tactics are not permitted during the event. Business Spotlights must be members of the Oconomowoc Area Chamber of Commerce and may participate in the Market as space is available.

Business Spotlights must adhere to the same policies and guidelines as other vendors relevant to their activities at the Market, and it is required that they remain at their booths throughout the event.

Prohibited Participants and Products: This is not a comprehensive list. Final decisions are at the complete discretion of Chamber staff.

- Live animals
- Generators
- Fundraising activities
- Edible items prepared in a non-commercial kitchen that do not fit under “Pickle-Bill” or Licensing Exemption for Home Bakers
- Toxic plants such as the castor bean plant
- Products sold under a brand name other than the Vendor’s
- Flea market items
- Goods not grown or produced by the seller or goods that have been traded or bartered
- Goods not grown or produced within 100 miles of Oconomowoc including those sold by franchise, direct selling companies and marketing cooperatives
- Political organizations
- Hawkers (vendors, spotlights or non-profits who are overly aggressive to customers)

Licensing and Permits

Vendors must provide Chamber staff with copies of permits, licenses, tax info, and insurance. Failure to comply will result in Vendor not being permitted to participate.

Licensing and permits: Vendors are responsible for full compliance with all applicable federal, state, and local laws and to obtain all licenses and permits, and to pay the required fees. All pre-packaged items must be labeled in accordance with these regulations.

A photocopy of current licensing/permit documentation must be included with application. If expiration date falls mid-season, Vendor is required to promptly submit updated documentation to Events Coordinator.

It is the responsibility of the Vendor to provide any local and state inspectors with copies of all licenses and permits required for the sale of Vendor's products at the Market. This includes Vendor's license for goods sold for which a sales tax must be collected.

Vendors understand that Waukesha County and the State of Wisconsin may require further permits for selling, depending on the goods being sold, and Vendors assume responsibility for obtaining these documents. Violations of these guidelines may result in Vendor being barred from further consideration.

S-240 Information Form (Wisconsin Temporary Event Operator and Seller Information): All Vendors must submit a completed S-240 information form each season with their application.

Pricing: Vendors are to set their own prices. Prices should be clearly labeled.

Weights & Measures: All produce vendors must use a Class III certified scale and follow all WI Department of Agriculture required methods and all County/State requirements.

Temperatures: Vendors are responsible for monitoring and maintaining proper temperatures in accordance with health codes. Vendors who sell foods that must be kept refrigerated or frozen must have an accurate thermometer at the Market.

Samples: All samples must meet the following criteria:

- Samples must be prepackaged, no cutting or preparing on site.
- Samples must be in individual containers with lids and properly stored.
- Vendors giving samples must provide a waste container in a prominent place. Vendors should encourage customer to consume the sample at his/her booth and dispose of in Vendor's waste container. Vendors offering samples must take the garbage generated at their booth with them. We do not have a dumpster on site.
- It is Vendor's responsibility to contact the Environmental Health Sanitarian for the Waukesha County Dept. of Parks and Land Use before offering samples to ensure understanding of all guidelines established by the state and county.

Resource Contact Information:

Weights & Measures:

- Department of Agriculture, Trade and Consumer Protection (DATCP)
608-224-4942 | datcpweightsandmeasures@wisconsin.gov

Sellers Permits:

- Wisconsin Department of Revenue
608-266-2776 | DORBusinessTax@revenue.wi.gov

Licensing/Inspections/Food Safety/Processing:

- Dept. of Ag., Trade and Consumer Protection
608-224-4700 | food@datcp.state.wi.us
- Waukesha County Dept. of Parks and Land Use Environmental Health Sanitarian
262-896-8300 | eh@waukeshacounty.gov

As a condition of being permitted to participate as a Vendor in the Market, I understand that I am required to secure and maintain during all periods in which Vendor is participating in the Market, the following types of insurance policies:

- Property insurance coverage for any property associated with my operations at the Market which insures such property at its replacement value.
- Commercial General Liability for my business entity, or Personal General Liability insurance in the event the participating Vendor is an individual or individuals, including, but not limited to, Products and Completed Operations Liability, Bodily Injury, and Property Damage, in an amount not less than \$1,000,000 per occurrence,
- If the Vendor has employees that are subject to Worker's Compensation laws, Vendor is required to secure and maintain Workers Compensation coverage with statutory Employer's Liability limits.

All such policies must be written with an insurance company with an A.M. Best rating of A-: VII or better.

Further, I understand that Greater Oconomowoc Area Chamber of Commerce, Inc. and their respective subsidiaries, affiliates, officers, directors, and employees (the "Chamber Parties" as used herein) must be named as Additional Insured on a primary and noncontributory basis with respect to Vendor's Commercial or Personal General Liability. In order to participate in the Market, I understand that Vendor's insurance company must also waive any rights of recovery against the Chamber Parties and that Vendor's insurance company must be bound to provide the Chamber at least 10 days prior written notice of any cancellation for the above-mentioned policies.

As a condition of participating in the Market, Vendor shall provide a certificate of insurance to the Chamber, which strictly complies with these insurance coverage requirements.

- **Description Box Statement:** The Greater Oconomowoc Area Chamber of Commerce is additional insured as per written contract.

If at any period the Chamber Parties are notified that the required insurance policies are cancelled or the Chamber receives a notice of impending cancellation, then Vendor shall no longer be permitted to participate in the Market with no refund of fees.

CBD Vendor:

Description Box Statement: The Greater Oconomowoc Area Chamber of Commerce is additional insured as per written contract. This insurance policy (or policies) does not contain any exceptions whatsoever for the sale, production, distribution, or the like of hemp, CBD, or related products.

Fees and Payments

Formal acceptance as a Vendor is contingent upon the submission of a Certificate of Insurance (outlined in the Insurance section), as well as copies of applicable licenses for your products (if any), completion of the S240 information form as outlined in Licensing and Permits section, and payment of fees.

Following the review of a farmers' market application, Vendor will be provisionally accepted and is required to make a non-refundable payment within 5-7 days to secure a booth. Vendor will receive an invoice and payment should be made either via credit card or by check. Payment must be received within 5-7 days from the date of invoice.

No onsite payments will be accepted. If paying by check, please make payable to: Oconomowoc Area Chamber of Commerce · 175 E Wisconsin Ave · Oconomowoc · WI · 53066. Credit card payments can be made by logging in to your Farmers' Market account online or by calling the Event Coordinator at 262.567.2666.

Returned Check Fee: Checks returned due to insufficient funds will be charged a \$25 fee and will not be allowed to attend the Market until the matter is resolved.

Rules of Operation

Site Guidelines

Oconomowoc Farmers' Market is smoke-free. Tobacco products are prohibited on all Market sites, including cigarettes, e-cigarettes and chewing tobacco.

Restroom areas are available for vendor and patron use. Restrooms may not be used for washing produce, preparing food, or dumping water, etc. Summer Market restroom locations: Community Center Bandshell (6:00 a.m.) and the Oconomowoc Public Library (9:00 a.m.).

No live animals may be sold or given away at the Market.

Oconomowoc Farmers' Market prohibits solicitation and political activities during Market hours.

Individual Booth Guidelines

Vendors are responsible for providing all tables, tablecloths, chairs, scales, signs, containers, shopping bags for their booth.

Vendors must post their vendor sign in a visible location. A sign with the business name and location and will be issued to the Vendor on the first day they attend the Market.

Vendors may choose to use a canopy or tent while at the outdoor Market. If a tent is used it must always be firmly anchored with weights (minimum of 25lbs+) attached to each leg of the tent. No staking of tents – only weights are to be used. The winds can be very strong at the outdoor Market, Vendors will not be allowed to use a tent if weights are not on each leg of the tent.

Tents, canopies, signage, and displays must fit within your assigned booth space. It may not infringe upon walkways or neighboring booths.

Single Booth: Nine (9) feet wide by eighteen (18) feet deep

Double Booth: Eighteen (18) feet wide by eighteen (18) feet deep.

Triple Booth: Twenty-seven (27) feet wide by Eighteen (18) feet deep.

Vehicles: If you want to park your vehicle within the Market grounds, you must buy an additional booth space.

Booth Management

Vendor booths must be staffed by the owner, operator or employee that has direct knowledge about the products and production practices. Spaces may vary slightly due to the demands of the venue layout. No one under the age of 16 years can sell or maintain a booth space without an adult present.

Vendor may not sublet or share their booth with any other vendors or businesses.

Booth Assignments

Chamber staff has final say on where Vendors booths will be located. Booth locations change from season to season. Vendors may request their location from a previous year but are not guaranteed the same space in subsequent years.

Vendor will receive an email no later than the Thursday before the Market, which contains booth location and any last-minute reminders about the upcoming Market.

Cancellations

We expect all Vendors who sign up for the Market to attend as planned. However, we understand that emergencies may arise. Vendors unable to attend a scheduled Market date due to an emergency must notify Chamber staff promptly by email or phone. Please note, no refunds or alternate dates are given for cancellations or for no shows. Furthermore, two (2) instances of no call/no show may result in permanent removal from the Market without a refund of booth fees.

Check-In / Set-Up / Tear Down

Check-in / Set-up: Check-in and set-up times are 6:30 a.m. to 7:45 a.m. All Vendors must be in their assigned booth by 7:45 a.m., be ready to sell promptly at 8:00 a.m., and remain at the Market until closes at noon. If you have not purchased an additional space for your vehicle, it must be removed from the Market grounds by 7:45 a.m.

Chamber staff reserves the right to reassign booth space and/or exclude Vendors who have not arrived at the Market by 7:45 a.m. No early selling is permitted.

Tear Down: Tear-down begins once Market has closed. No early tear-down is allowed. Clean-up and trash removal are the responsibility of the Vendors occupying that space. A \$20.00 fee will be charged to Vendors who do not leave their space clean and trash free at the end of each Market.

Booth Cleanliness:

Vendors are responsible for complying with the Health Department guidelines and licensing requirements. See Licensing and Permits section for details.

Vendors must remove all trash and debris for their booth. Vendors are responsible for bringing their own trash bin and must take the trash they accumulated with them for proper disposal.

Water cannot be dumped anywhere on the premises, including the sewer drains and grass surrounding the venue.

Conduct Guidelines

Interaction with others: Vendors interactions and behavior with others (other Vendors, customers, public, Chamber staff) will be professional and courteous. Vulgar or abusive language will not be tolerated. Any concerns, conflicts or disagreements shall be brought to the attention of the Chamber staff.

We are a family friendly Market: All displays and works of art must be family friendly. No obscene, crude, illegal or inappropriate items may be displayed. Inappropriate items include and are not limited to, nudity, drug paraphernalia, and depictions of sex, violence, or illegal or inappropriate activity in any form. Display of items deemed inappropriate will result in actions up to and including immediate release from Market.

Notice of non-discrimination: Vendors shall remain committed to maintaining an environment free of discrimination against any person because of his or her sex, race, color, creed, religion, national origin, disability, ancestry, age, sexual orientation, pregnancy, citizenship, military status or any other protected classification. Neither discrimination nor harassment will be tolerated at the Market. Any concerns, conflicts or disagreements shall be brought to the attention of the Chamber staff.

Enforcement and Conflict Resolution: Chamber staff has ultimate onsite authority to enforce all rules of the Market and may take any action deemed appropriate if Vendor does not follow these guidelines.

Violence Policy: Safety is of the utmost importance for Chamber staff, visitors, and vendors. Verbal or physical acts of violence of any kind will not be tolerated. Anyone participating in an act of violence (threats or threatening behavior included) may be removed from the premises immediately. Suspension or termination may ensue in addition to criminal charges.

Noise and Emissions: No loud or disturbing noises shall be made, or action taken on the grounds which will interfere with the rights, comfort or convenience of other vendors, customers, or the public.

Pets/Dog Policy: The only animals allowed in the Market are police dogs and service animals.

Smoking: No smoking is allowed at any time.

Inclement and Severe Weather Protocols

The Market is a rain or shine event. There will be no refunds or rescheduling of dates in the event of Market cancellations due to inclement weather.

If an early morning storm is moving into our area the Events Coordinator will consult with the Chamber Executive Director to determine a plan of action: options include delaying the start of the Market or cancellation. An email will be sent to all vendors that are registered to attend that day.

In the event of severe weather such as severe thunderstorms or tornado warnings during the Market, the Market Monitor will announce to all Market participants (Vendors and patrons) the severe weather warning and direct participants to the library to take shelter. Vendors are strongly urged to pack up money, nothing else, and move directly to the shelter to take cover. The Market will be cancelled if there is lightning, strong winds, or heavy downpours during the Market.

Announcements of delays and cancellations will also be noted on the Chamber website and the Market social media pages.

Alternative Currency

Our Market is listed as a Market that accepts Farmers' Market Vouchers from the county, but we do not accept Supplemental Nutrition Assistance Program (SNAP). Not every vendor is able to accept the county's vouchers. Every year, one or two vendors mistakenly accept a voucher when they have not registered to be part of the program and are unable to redeem them. Please do not let this happen to you. If you are authorized to accept vouchers, please display your sign, and

accept it as a payment. If you are unsure about a type of payment, please consult with the program's officials before accepting the payment.

Vendor Indemnity/Hold Harmless Agreement

I, as owner, as well as my business, covenant and agree that I/we shall indemnify, defend, and hold harmless, the Greater Oconomowoc Area Chamber of Commerce, Inc., its officers, directors, affiliates, employees, contractors, successors, heirs, and assigns (collectively, the "Chamber Indemnified Parties") from any and all liability, claims, demand, causes of action, associated with:

- (i) my and/or my business' participation in the Farmers' Market;
- (ii) any product or service marketed and/or sold, transferred, conveyed, available for sampling, any liabilities, claims, demands, causes of action or the like;
- (iii) the operation of the Vendor's business in any way or participation by Vendor in the Farmers' Market, including but not limited to, any claims of product liability, any claims of misrepresentation or fraud, claims for any damages, structural, or otherwise, to or within the venue;
- (iv) any misrepresentations of statements made in this Agreement by me and/or my business and/or breaches of this Agreement by me or my business;
- (v) my, my business', or my or my business employees' or agents' travel to and from the Market, including, but not limited to, claims of third parties arising out of Vendor's, Vendor's employees' or Vendor's agents' travel to and from the Market whether in company owned vehicles, personal vehicles, or otherwise.

(collectively "the Chamber Indemnified Parties' Losses")

I, as owner, as well as my business, shall also be responsible for reimbursing the Chamber Indemnified parties for all related to the Chamber Indemnified Parties' Losses, including attorneys, accountants, and other professional fees, and/or costs or expenses associated with the same. The Chamber reserves the right to charge Vendors for any damage incurred and Vendors shall be responsible for the costs of collection related to the same incurred by the Chamber Indemnified Parties (including attorneys' fees). Failure to report damages will result in immediate dismissal from the Market with no refund of fees.

Except for the Chamber's intentional or reckless conduct, Vendor hereby waives all claims against the Chamber Indemnified Parties for damages to goods, wares, merchandise and/or any other property of Vendor, its agents or employees or others in, upon or about the Market from any cause arising at any time, including, but not limited to any damages to Vendor, Vendor's agents', or Vendor's employees property or persons arising from participation in, or travel to or from the Market, whether in company owned vehicles, personal vehicles, or otherwise.

The Chamber reserves the right to waive, modify, create exceptions, or require additional types of insurance coverages on a case-by-case basis in the sole and absolute discretion of staff of the Chamber, as a condition of a Vendor's participation in the Market.

Acknowledgement of Written Contract Language and Controlling Language for Conflicts

I acknowledge that the terms and conditions of this Vendor Agreement, Vendor Application, the Summer Farmer's Market Guideline and Policies, and all other terms and conditions referenced herein, collectively constitute a legally binding written contract and that in the event that me and/or my business are permitted to participate in the Market, the Chamber's permission to allow my or my business' participation in the Market is adequate consideration for such terms and conditions to be binding upon me and/or my business. Vendor consents to the use of electronic signatures and electronic means of agreeing to the terms hereof and agrees that by using the electronic signature and other electronic agreements to the terms hereof, such electronic signatures and other electronic means of agreement shall constitute a legally binding contract upon me and/or my business.

I further acknowledge that to the extent that any of the terms in this Vendor Agreement conflict with any other terms in the application, or the Summer Farmer's Market Guidelines and Policies, that the terms of the Vendor Agreement shall control any conflicts.