



2021 Food & Specialty Vendor Application

Section 1: Vendor Information

First Name: _____ Last Name: _____
 Business Name: _____
 Business Address: _____
 City: _____ Zip: _____ Phone: _____
 Email: _____
 Business Website: _____

Preferred method of contact:

Phone Email Direct Mail Text Message

NOTE: If any of your contact information changes, please contact Caitlyn White at cwhite@westalliswi.gov or 414-302-8357 to share these updates within 10 days of the change.

Briefly List or Describe the Products/Types of Products You Sell:

Does your business use any of the following social media channels? If yes, please list handle/page name. If your business does not use social media, select "We do not use social media."

- Facebook @ _____
- Instagram @ _____
- Twitter @ _____
- Other (Please list): _____
- We do not use social media.

Section 2: Type of Vendor

I am a:

Returning Vendor

If you are a returning vendor to West Allis Farmers Market, we will accommodate your previous stall rental provided you do not have any outstanding financial obligations to the City of West Allis and are properly licensed by the state of Wisconsin and City of West Allis Health Department.

New Vendor

Availability is not guaranteed; the Tourism & Event Coordinator will contact you if availability exists for the season.

I am interested in attending:

Tuesday Thursday Saturday All Three Days

Vendor contracts for the full Market season of May 1 – Nov. 27, 2021. If you know of any dates you will NOT be available to sell at the Market, please list: _____

Food & Specialty Vendor Fees

CATEGORY OF RENTAL FOR FOOD VENDORS	TIMELINE	FEES	FEE SCHEDULE
Seasonal Rental	May 1 – November 27	\$500	\$100 Deposit due April 23 %50 of total fee due July 16 All fees due October 1
Weekly Rental	Any week between May 1 – November 27 Must notify Market Manager one week in advance.	\$50	Fee will be collected on first day of week you are attending, please check in with Market Attendant to pay fee. Cash or check will be accepted.
Daily Rental	Tuesday & Thursday Saturday Must notify Market Manager one week in advance.	\$15 \$20	Fee will be collected on the day you are attending, please check in with Market Attendant to pay fee before you set up. Cash or check will be accepted.

*\$25 late fee assessed for any payments not paid in full by final dates.

Become a Vendor

The West Allis Farmers Market is committed to offering fresh, locally grown produce, flowers, honey, meats, eggs, maple syrup, and other agricultural products. These vendors and returning vendors will be given priority in space allocation. Food trucks or prepared food vendors are encouraged to apply. We are now open to specialty vendors in addition to food vendors.

Please review the information carefully. If you have questions, please contact Caitlyn White, Tourism & Event Coordinator, at cwhite@westalliswi.gov or 414-302-8357.

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Section 3: Vendor Rules & Regulations

1. Vendors are required to comply with all federal state and/or local laws and regulations, as applicable to your business.
2. Vendors must have a current license from the City of West Allis Health Department or State of Wisconsin Agriculture license. For information, contact the City of West Allis Health Department at 414-302-8600.
3. Completed stall rental agreements with a deposit of \$100.00 per stall are due April 23, 2021. The deposit shall apply toward the stall rental fee, which is due in full by October 1, 2021. Payments not received may incur late fees.
4. Payments should either be mailed or paid to the City of West Allis;
West Allis City Hall Treasurer's Office, 7525 W. Greenfield Ave. West Allis, WI 53214
5. The market season will begin on the first Saturday in May and will end on the Saturday following Thanksgiving. The market will operate on Tuesday and Thursday from 12:00 p.m. to 6:00 p.m. and on Saturday from 1:00 p.m. - 6:00 p.m. No products are to be sold before or after market hours.
6. Vendor set-up can begin at 10:00 a.m. Two sounds of the buzzer at the stated starting times will indicate the start of selling.
7. The market will close by 6:00 p.m.. Vendors are encouraged to stay until close, unless they sell out of product. Stall occupants shall clean stalls before leaving. Unsold product must be removed from the market site, not left in the market refuse receptacles.
8. Vendors are not permitted to use the Market outside of Market days or beyond the dates of the May – November Market season.
9. All produce and poultry 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.
10. Processed foods, produced by the contract holder and prepared under proper conditions, may be sold by producers, subject to review by the City of West Allis.

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Section 3: Vendor Rules & Regulations - Continued

11. No smoking is allowed underneath Market structures.
12. Poultry shall be sold by weight and shall be weighed by the seller at the time of sale, or shall bear a tag showing the weight and price.
13. It is unlawful to use unsealed scales, weights, or measures in buying and selling. Arrangements to have scales and other devices checked may be made through the Market Attendant.
14. Dogs are not permitted on market premises. Stall renters who bring dogs to the market will be asked to remove those animals from the market. Failure to do so, or any reoccurrence, will be dealt with as a violation of market rules.
15. Please control engine oil and other automotive fluids that will stain the concrete in the stalls. If staining does occur and our public works department is called in to clean it up, you will be billed for their time and materials. If your vehicle is prone to leaking oil or other automotive fluid, bring something with you (e.g. cardboard sheet) to catch the fluids under your vehicle.
16. Any violation of market rules and regulations may be grounds for termination of lease agreements. The Market Attendant shall be the agent of the City of West Allis in the administration of these rules. The City of West Allis will rule on any disputes, which may arise regarding the enforcement of these rules.
17. The Market Attendant shall be responsible for the on-site admission of these rules and regulations. Disputes arising from the use of market space, including stalls and aisles, parking, and similar matters, will be handled by the Market Attendant, at his/her discretion.

Signature and Agreement

I have read and agree to the rules and regulations.

Signature of vendor: _____

Date: _____

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Section 4: Release And Hold Harmless Agreement For West Allis Farmers' Market

I, _____, have signed a Rental Agreement to participate in the West Allis Farmers' Market/Market Place Sales located at 6501 W. National Ave., West Allis, Wisconsin for the 2021 season by renting a stall from the City of West Allis, at the Farmers' Market location, for the express purpose of the selling of merchandise, of which I have the authority and control to offer for sale, the nature and amount of which is more specifically defined in the Rental Agreement.

I am informed and acknowledge that, while participating in the sale of merchandise at the West Allis Farmers' Market location, that I am not insured by the City of West Allis for personal injuries, medical expenses, property damage or loss of any other type, including that sustained by third parties. I am further informed and acknowledge that although participating in the sale of merchandise at the West Allis Farmers' Market, I am not an employee of the City of West Allis for any purpose, to include coverage under the Wisconsin Worker's Compensation statute.

In consideration of the opportunity to participate in the sale of merchandise at the West Allis Farmers' Market at the fee charged for rental of the stall as stated in the Rental Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, I release, forever discharge and hereby hold harmless the City of West Allis, Wisconsin, a municipal corporation, its departments, commissions, officials, agents and employees, his, her, its or their successors and assigns and all other persons, firms or corporations who are or might 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 2021 season at the West Allis 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 my property arising from, or in connection with my participation in the sale of merchandise during the 2021 season at the West Allis farmers' market as outlined herein.

However, I do not release any released parties from any intentional or reckless misconduct on a released parties' part.

By signing this release, I certify that I have read this release, fully understand its terms, understand that I have given up substantial rights by signing it and am not relying on statements of any one released thereby. I further acknowledge that I have had the opportunity to discuss and negotiate the terms of this release with the West Allis City Attorney and specifically waive such opportunity.

This is a legal release. Please read before signing.

Signature and Release:

Vendor Signature: _____

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Section 5: Rental Agreement and Fees

By execution of this agreement the undersigned agrees to make available for inspection those lands, areas, or facilities on which products sold at the West Allis Farmers Market are raised or produced. Failure to provide location or access shall be considered a violation of the rules of the West Allis Farmers Market.

The City of West Allis, at its option, may terminate this agreement at any time upon thirty days prior written notice to vendor. Notice shall be mailed to the vendor's last known post office address. Stall rental payments shall be pro-rated to the date of termination specified in the notice and a refund provided on the renter.

This rental agreement may be canceled at any time by the City of West Allis for rules and regulations, by a renter, his agent, or person under his discretion or control. Liquidated damages for the violation of any of the rules and regulations shall be a sum equal to the unexpired rentals.

This signed rental agreement shall be returned with a deposit of \$100 for each stall rented. Stall rental payments are due on the following dates:

Description of Payment	Due Date
Deposit of \$100 per stall	April 23, 2021
50% of full balance due	July 16, 2021
Remainder of balance or full balance due	October 1, 2021

Payments not received in full by dates above will be assessed a \$25 late fee. Payments may be made to the City of West Allis Treasurer's Office, 7525 W. Greenfield Ave. See Page 4 for more information.

If fees are not paid as required, stalls will be rented on a first-come, first-served basis.

This agreement does not in any way establish vendors as an agent or employee of the City of West Allis.

The terms of this agreement shall be from May 1, 2021 through November 27, 2021, unless terminated by prior action.

I agree to the above terms and conditions of the vendor agreement.

Vendor Signature: _____