

HarborMarket at Petrifying Springs Biergarten (Pets) 2024 Outdoor Season Vendor Rules & Information

In order to ensure a safe, efficient, customer-friendly Market, we require all vendors to comply with the following rules. Participation is not open to groups whose primary focus is political or religious.

Application Submittal

Vendor applications must be received at least fourteen (14) days prior to the date requested for participation. Please apply on our website: [kenoshaharbormarket.com/vendor-application.html](https://www.kenoshaharbormarket.com/vendor-application.html) or [pleasantprairieharbormarket.com](https://www.pleasantprairieharbormarket.com). Dates for all outdoor season HarborMarket events: Kenosha HarborMarket, Racine HarborMarket, Pleasant Prairie HarborMarket, and now HarborMarket at Pets are on the same application.

Vendors who have attended a HarborMarket event previously should login to their vendor account in MarketWurks. Instructions for logging into your vendor account can be found on our website:

<https://www.kenoshaharbormarket.com/vendor-application.html>

Please do not email date requests.

Applications are accepted by invitation only.

2024 Operating Schedule

Day: Sunday

Dates: June 23, July 21, Aug 11 and Sept 8, 2024

Time: 10am to 2pm. Hours may be extended to take advantage of special events in the area at the discretion of the Market Board and staff. The market operates “rain or shine,” but does close in the event of thunderstorms. The operations staff, in consultation with present Board members, may shorten the day in case of bad weather.

Cost: \$40/booth/week

Where: Petrifying Springs Biergarten

5555 7th St Pavilion #1, Kenosha, WI 53144

Weekly stall assignments can be found on the Kenosha HarborMarket website. The link will be provided in May or early June. The vendor maps are posted by mid-week for the following Sunday’s market. Find your

name and stall letter/number, then locate the stall letter/number on the diagram. Booths are marked with orange flags. These flags are placed at the start and end points of the back of your booth are located.

While all attempts are made to avoid it, sometimes changes to booth location are needed. Please check the map every week. Booths will be compressed so as to limit open spaces. **Booth assignments are NOT suggestions; please set up where assigned.**

Payment: Payment must be received two weeks **prior** to your start date. You will not be assigned a stall space until payment has been received. Credit cards and checks accepted; NO CASH. Vendors who have outstanding invoices must pay invoices in full before any future HarborMarket dates will be approved.

Absence: If you must cancel your attendance please email aforgianni@kenoshaharbormarket.com. Refunds, if requested, will be handled on a case-by-case basis by the Board and must be specifically requested. (Please see attendance policy below.)

Set-up: Set-up 8:00 am to 9:45 am. Vendors may not SELL before 10am, except to other vendors who are selling that day and to distribute CSAs.

Take-down: No sales after 2:00 pm. Do not pack up before 2:00 pm. Take-down must be completed by 3:30 pm. **Vendors are responsible for clean-up of their area including food or other product spills and will be charged if additional clean-up is required.**

Vendors must follow the direction of staff and management at all times, including with traffic control. Failure to do so may result in ejection from the market, without refund of fees.

Emergencies

If you see an emergency (medical, fire, safety, etc.) please assure your own safety and call 911 first. Then alert Market staff who will assist in handling the situation.

Logistics

Directions

From Highway 31 (Green Bay Road) SB, turn left, and NB, turn right at County Road JR/Petrifying Springs Road. Drive for approximately 0.6 miles. Turn left when indicated by the signage. The Biergarten is on your right and parking lot on your left. Proceed just past the Biergarten to the entry point for unloading. Please note the location as it is the same for loading in the afternoon.

Parking and Loading

Free public parking is located throughout Pets, with one parking lot adjacent to and two lots very close to the market site. All vendors must provide the license plate numbers of all the vehicles expected to be used. Please be sure to complete this information on your application.

Vendors may park in any of the lots. Please do not park on the grass. Please watch for any signage regarding parking from the Kenosha County Sheriff's Department.

Should you require handicap accessible parking, there will be spaces in the beer garden parking lot, which is adjacent to the market site.

Unloading and Loading

There is a designated area for vendors to unload and load their items. It is NOT immediately adjacent to each booth. It is adjacent to the first booths in the rows. Please see below map.

Food trucks are in a designated area, approximately the outfield in the below map.

After the market has closed for the day, please break down the booth and collapse the tent before moving their vehicles in for pickup. The tent may stay up over your products if it is raining. Proceed and exit the market loading and unloading zone as during setup.

. Vendors must unload and park their vehicles prior to setting up their booth.

Please follow instructions of market staff and volunteers regarding traffic and driving. Violations are subject to our discipline policy.

Vehicles

All vehicles are prohibited on the Market grounds during the hours of operation unless a special request is approved by the Market Board and management team. A vendor may submit to have a vehicle, including food trucks, in the product description section of their application; a picture of the vehicle must be included. Approval will be based upon necessity, appearance and space availability. Management reserves the right to reject the application or issue a conditional approval.

Stall Size

Stall size shall be approximately ten feet wide and ten feet deep (10' x 10'). (If space permits, spaces may be larger.) Total stall space is approximately 100 square feet. Vendor tents or equipment may not obstruct or cover established walkways or entrances/exits. Special requests for a double stall (or more) can be requested on your vendor application and will be considered based on availability.

Each booth space will have an appropriately numbered orange flag at the beginning and end of the booth space.

Tents

Tents are recommended in order to produce an overall visual effect to HarborMarket. A standard 10 x 10' EZ-UP, or equivalent, is recommended. **Tents are required to have white fabric canopies.** An exception to the white canopy may be granted by HarborMarket management if requested in writing prior to the event, but only if the alternative is required as a part of a company logo or trademark. Send us a photo of the non-complying canopy for consideration. Vendor is responsible for the purchase and maintenance of their tent. Vendors must secure their tent with weights. A minimum of 25 pounds per corner is recommended. If weights containing water are to be used, they must be sealed.

Electricity Requirements

Electricity is available on a limited basis, and is allocated to vendors based on absolute necessity (e.g. food refrigeration or preparation). Please be sure to request a cord (or cords) on your application; this will let us know that you are requesting electricity and to place you where it is accessible.. Please bring your own extension cords.

Pets and Animals

Well behaved dogs are allowed at this event. Customers are required to clean up messes made by their pets.

Vendor Information

Please also see “Vendor Illness” and “Vendor Attendance” policies below

Farm Produce and Meat, and Plant Products

HarborMarket proudly supports and promotes the quality of fresh, local, farm-direct products. All producers are encouraged to participate in the federal or state subsidized food programs and include signage at their tent. **FRESH vegetables, fruits, cut flowers, herbs, nursery and bedding plants, meats and fish MUST Be grown/raised in the states of Wisconsin, Illinois, Indiana, Iowa, Michigan or Minnesota.** Vendors selling wild-caught ocean fish and other seafood will be individually considered based on its origins, and the uniqueness to HarborMarket. Other out-of-area products will be considered on a case-by-case basis. Vendors growing/selling/reselling more than \$250 of nursery items annual must obtain a Nursery Grower/Dealer License from the Department of Agriculture.

However, for local products, if you did not personally grow/raise all the products in your stall, you must display a sign with the origin information. At least 75% of your produce must be from your farm. The sign should say,

for example, “Carrots, Sally Smith Farm, Rochester, Minnesota,” or “Our meat products originate from farms in Wisconsin and Illinois.” Market management reserves the right to visit farms. Please, if you didn’t grow it, it’s okay...just let folks know where and who did. No more than 25% can be grown elsewhere.

Fire Department Rules

All food vendors, and vendors using electricity, must abide by fire safety regulations. Inspections may take place at any time. Please contact the Village of Pleasant Prairie Fire Department at 262-694-8027 for further information on required best practices for cooking and heating in the Market setting, who needs a fire extinguisher, type of fire extinguisher needed, use of open flame and hot oil/grease, electric cord use, etc. The Pleasant Prairie Fire Department may come through the Market every week; be prepared for their visit by knowing your responsibilities. FIRE DEPT. Rules (two PDF Documents) are available on our website — we encourage you to carry them with you every week, so you can show inspectors that you have them. (These are City of Kenosha Fire Department Rules, but may serve as good guides for this event.)

Health Department Requirements

ALL food vendors must follow Health Department regulations. Please call the Kenosha County Division of Health at (262) 605-6700 for further information on Health Department requirements.

Sellers of potentially hazardous foods must contact the Division of Health for approval and possible licensing prior to selling of such foods. Licensing takes at least 10 days from date of application, depending on the type of license for which one applies. Please apply early so as to avoid a delay in starting at HarborMarket. Regular inspections by the Division of Health will take place.

Potentially hazardous food means any food that requires temperature control, because it is in a form capable of supporting the rapid and progressive growth of infectious or toxic microorganisms. The Division of Health reserves the right to restrict the sale of particular types of foods or products. Processed food must originate from a licensed establishment.

Samples

If you wish to offer samples at your booth, please follow the below:

- Each food vendor is recommended to have a properly set-up hand washing sink inside their stall area.
- The hand washing sink should be set-up before servicing food and this includes free samples offered.
- Samples must be provided in a single-use, sealed and disposable container
- Vendors must wear gloves when preparing samples
- Ill vendors should not prepare samples (please see “Illness Policy” below)

Insurance

All vendors must provide a one million dollar “certificate of liability insurance” naming Kenosha Common Markets, P.O. Box 643, Kenosha, WI, 53141 as “Additionally Insured”. Your insurance agent will know exactly what document you need. You may email this to aforgianni@kenoshaharbormarket.com, or upload it into MarketWurks. Please include the name of the business. Your insurance certificate must be received at least two weeks prior to your first date of attendance. If your policy expires or changes mid-season, please email us a copy of your new insurance certificate prior to your old one expiring, or upload it into your MarketWurks vendor account (preferred).

New vendor applicants may wish to wait for acceptance into HarborMarket prior to purchasing vendor insurance.

If your certificate of insurance is issued as described above, it will cover all markets that Kenosha Common Markets, Inc. operates.

Products Sold

If you wish to sell products beyond those submitted as part of your initial application, please submit a change request in MarketWurks and include a description of what you would like to add to your product list. The Board will review your request and let you know if it is approved or not. Approval is not guaranteed.

Vendor Conduct

A vendor may not leave the Market early, even if sold out. Use this time to advertise your products. In an emergency, a vendor may leave early, but all equipment and goods must be moved by hand or your handcart. Please inform staff if you have an emergency which requires your early departure.

Smoking (cigarettes, pipes, cigars, electronic-cigarettes) by vendors, their staff or market volunteers is not permitted anywhere on the HarborMarket grounds between 7am and 3pm.

Vendors who must smoke **MUST** stand at least 25 feet from any Market vendor.

Vendors should behave in a courteous manner to other vendors, Market management and the public. Swearing and aggressive behavior is not tolerated. Annoying behavior, including unnecessary noise, is not allowed. Physical contact with staff or volunteers will result in immediate ejection from the event and potential exclusion from all future HarborMarket events, without refund of fees.

Vendors are not allowed to play music. The running of any gasoline or diesel motors, compressors, or engines is not permitted except by food trucks.

Vendors utilizing oil should put down a protective barrier so as to prevent any spills from staining the concrete. Vendors must remove any stains prior to leaving. **If stains are left, vendors will be fined so as to pay for staff to work on stain removal. Failure of the vendor to clean the stain or pay the fine may**

result in removal from the market without refund of fees.

Vendor Discipline/Termination

Vendors are expected to cooperate with the HarborMarket management, and obey all rules and directions of HarborMarket board and staff members.

Issues which require immediate correction (including, but not limited to, safety or inappropriate behavior) will be fixed on the spot, or vendors will be issued a fine and asked to leave. The fine must be paid before vendors may attend any subsequent HarborMarket event.

Issues which require correction in subsequent weeks will be addressed via email. Failure to correct the issue or repeating of the issue will result in \$50 fine for the next occurrence and \$100 fine for the 3rd occurrence and exclusion from the next HarborMarket date without refund of fees paid. Issues which require addressing a fourth time will result in a \$200 fine and exclusion of all HarborMarket events for the balance of the season without refund of any fees paid.

These steps of discipline apply to all events and locations combined for the outdoor season. This means separate discipline steps do not happen for each location; reaching step two at one event would put any future issues at step three, regardless of the event location.

Staff and board members have the authority to enforce rules and policies and issue fines. Failure to respond and correct the problem, or pay the resulting fines, will result in termination of the vendor at HarborMarket, without any refund of rental fees, and exclusion from all future HarborMarket events.

Private or Personal Fundraising

Vendors may not solicit personal or organizational donations unless they are nonprofits soliciting for their organization.

Health Vendors

To be considered a market “vendor,” these professionals must provide an actual service on-site (hearing test, chair massage, bone screening, etc.). If you are not providing an actual service on-site, then you are simply marketing your practice, thus considered a Sponsor. (For information on becoming a sponsor, email aforgianni@kenoshaharborbormarket.com)

Clubs and Troops

Unfortunately, we cannot accommodate the hundreds of individual youth groups, clubs and troops who wish to fundraise at HarborMarket. A group, club, or troop may participate only if it submits an official letter from the school’s principal or the regional troop manager authorizing it as the only group representing the entire school or organization that year. Clubs/troops may not sell or give away food or beverage products.

No Licensed Products or Multi-Level Marketing Allowed

Products featuring licensed imagery (such as NFL, NBA, or university team mascots or logos, cartoon characters, etc.) cannot be sold at HarborMarket. No multi-level marketing products or home improvement services are allowed in the Market. Other vendors of products and services should inquire about sponsorship opportunities for a presence at HarborMarket. All applications will be reviewed by the Kenosha Common Markets Board of Directors to ensure appropriateness for HarborMarket.

No Products Related to Smoking of Any Substance Allowed

No items that are designed to be smoked or items that facilitate smoking may be sold.

Sponsor Marketing Opportunities

For-profit businesses like banks, real estate, housing, assisted living, media, etc. whose purpose is primarily to market a service and not on-site sales are categorized as Sponsors. Sponsors have additional marketing opportunities for signage at the music venues, and links on our website. Please email aforgianni@kenoshaharbormarket.com for more information.

Illness Policy

PURPOSE: The purpose of the Illness Reporting Policy is to ensure that all vendors, their employees and HarborMarket volunteers/employees report to the Chairperson of Vendor Relations when you experience any of the conditions listed so that appropriate steps are taken to preclude transmission of foodborne illness or other communicable diseases.

POLICY: Kenosha Common Markets, Inc. is committed to ensuring the health, safety and well-being of our employees and customers by complying with all health department regulations. All shall report if they are experiencing any of the following symptoms.

- Diarrhea
- Fever 100 F or higher with or without sore throat
- Vomiting
- Jaundice (yellowing of the eyes or skin)
- Lesions (such as boils and infected wounds, regardless of size) containing pus on the fingers, hand or any exposed body part

COVID-Related Procedures and Precautions

- CDC information, as of 1/6/22: People with COVID-19 or experience a positive exposure should isolate for 5 days and if they are asymptomatic or their symptoms are resolving (without fever for 24 hours), follow that by 5 days of wearing a mask when around others to minimize the risk of infecting people they encounter.
- **Do NOT attend if you are in quarantine, isolation, have any symptoms or have test results pending. No exceptions.** Violation of this policy will result in immediate removal from HarborMarket for the balance of the season, without refund of fees. Please report quarantine or isolation status to aforgianni@kenoshaharbormarket.com or luffolo@kenoshaharbormarket.com as soon as possible
- Please respect HM staff, volunteers, vendors & customers who ask that you refrain from physical contact and maintain six feet of social distancing. There may be personal/family circumstances of which others are unaware that require these precautions.

- Samples must be offered in closed containers. Staff preparing them must wear gloves. (Please see “Health Department Requirements” section in this document)
- While hand sanitizer is available at the Information Booth, vendors are welcome, and encouraged, to have some at their booth for their own personal use. Having hand sanitizer available for customer use is also allowed and encouraged.

Illness policy reviewed by Lynda Ruffolo, RN, BSN 1/2023

Vendor Attendance Policy

Purpose

Pleasant Prairie HarborMarket is a recurring event held in June, July and August and other select Sundays and is organized by Kenosha Common Markets, a 501(c)(3) non profit organization.

A successful market is a full market. A full market is visually pleasing to our visitors which increases foot traffic which results in increased vendor sales. Adherence to contractual attendance is the vendor's responsibility as a small business owner; a back-up plan for staffing is advised should the primary staff be unavailable. Vendor no call-no shows, excessive absences, late arrivals and early outs negatively affect the market's image and all vendors' financial success.

Vendors who cannot attend in the rain due to safety reasons (ie. uncovered generator) need to inform market management of their absence for each occurrence. Such absences are excused, and not subject to penalties, provided notification of the absence and reason for it is made prior to the absence. Absences due to rain that are not safety related, are subject to the attendance policy below.

Definitions

No call - no shows: Vendor not providing notice by 9am Monday for markets that week (occurring through Sunday). Penalties are assessed for each occurrence of this type.

Late arrivals or Early outs: Not ready for sales at start time or dismantling or leaving before the end of day (unless in case of emergency or directed to by HarborMarket staff)

Excused absences: A planned absence with written notice at least 2 weeks before the contracted date. Two occurrences are allowed per outdoor market season before penalties are assessed. Examples of these absences are for family or emergent illnesses.

**KCM understands that sometimes, despite the best of planning and intentions, life happens. As such, extenuating circumstances will be taken into consideration when determining penalties. Examples of such extenuating circumstances include vehicle accidents, health emergencies, death in the family and personal safety emergencies. This does NOT include circumstances which were, or could have reasonably been, foreseen.

Penalties Related to Absences (All Types)

1st occurrence- documentation of the event via email.

2nd occurrence- documentation and warning of potential future fines

3rd occurrence- Fine of \$50 that needs to be paid in full before further attendance at any KCM market. Potential exclusion from next HarborMarket event, without refund of fees paid.

4th occurrence- Fine of \$100, with possible exclusion from the remainder of the outdoor seasons of ALL current markets, without refund of fees paid.

After the 4th occurrence - exclusion from the remainder of the outdoor seasons of ALL current markets, without refund of fees paid, and exclusion of participation in future events

These steps of penalties apply to all events and locations combined for the outdoor season. This means separate penalty steps do not happen for each location; reaching step two at one event would put any future issues at step three, regardless of the event location.

