



2012 HILLDALE FARMERS' MARKET

Hilldale Shopping Center
Management Office
702 N Midvale Blvd Ste 3
Madison WI 53705
Cell phone: (608) 209-7130
Email: hilldalemkt@hotmail.com

1. QUALIFICATIONS

The Hilldale Farmers' Market is a market operated by Hilldale Land Company, LLC, owners of the shopping center. In this operating role, we reserve the right to modify the following rules and regulations as needed. We reserve the right to move vendors and stalls in an effort to improve the market. We also reserve the right to modify hours, relocate or cancel the market on holidays and special event dates. Please be advised that by applying for the Hilldale Farmers' Market, you are agreeing to these rules and regulations.

The Hilldale Farmers' Market is a farmer's outlet for selling garden products grown and produced in Wisconsin. To be eligible for a permit, you must be the owner/grower of a family, individual or partnership operation. The permit holder (hereinafter referred to as vendor) must grow and produce all of the items that are sold in their stall. Vendors are not allowed to purchase produce from outside growers to sell at their stall. The Market Manager will periodically check on growing or production facilities.

The vendor will list on their contract all items that they plan to sell. Please DO NOT list "assorted vegetables" on the contract, you must provide a specific list.

The owner/permit holder or one designated substitute (must be same person each week) must be present in the stall. (See rule 6).

2. PERMITS AND FEES

Permits are issued to INDIVIDUALS/FAMILIES; no sharing of permits or stalls is allowed.

Each permit issued will include an assigned stall. A permit allows selling on both Wednesdays and Saturdays. Double stalls are available. Double stall permits are not issued if they are to be used as a vendor vehicle parking space.

The prices for permits are listed below and are determined by Hilldale Land Company, LLC. **No refunds will be granted in 2012.** To apply for a stall, you must submit your application by March 15, 2012. Permits will be issued on a first come-first served basis. The issued permit will include a site map of the market with the assigned stall, and a form for the vendor to sign and return acknowledging acceptance of the assigned stall. All vendors **MUST** return the signed form prior to April 15, 2012 or the stall will be reassigned.

A \$50 application fee must be submitted with each application in order to be admitted as a Vendor.

ALL FEES ARE DUE BY March 15, 2012

FEES:	For Wednesdays & Saturdays Combined					
	1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	Full Season	Double Stall
Begin	May 5	June 20	Aug 8	Sept 19	May 5	May 5
End	June 16	Aug 4	Sept 15	Nov 3	Nov. 3	Nov. 3
Amt	\$200	\$200	\$200	\$200	\$600	\$1200

Daily Permits (to be collected daily by market manager) **\$20 for Wednesday/\$25 for Saturday:**
Daily permits will be issued to vendors from the waiting list by invitation, depending on available space. Current vendors are eligible to purchase a daily permit for additional stalls. Daily permits will **not** be sold to current vendors for vehicle parking. **A \$50 application fee must be submitted with each application in order to be admitted as a Vendor.**

Vendors will receive their permit in the mail informing them of acceptance into the market along with the vendor's assigned stall highlighted on a site map of the market. Permits authorize vendors for Farmers' Market sales only. No other business, buying, selling or advertising of **non-market** items is allowed. **Political campaigning is also not allowed.**

3. MARKET HOURS

Minimum required hours for the market are **7:00 a.m. to 1:00 p.m.** Wednesdays and Saturdays. Vendors may choose to extend their hours until 2:00 p.m. (please see application form). **FOR THE SAFETY OF OUR CUSTOMERS AND VENDORS THESE HOURS ARE MANDATORY, UNLESS PRODUCT SELLS OUT PRIOR TO 1:00 p.m. ANY VENDOR EXITING THE MARKET PRIOR TO 1:00 pm. WILL BE TERMINATED FROM THE MARKET FOR THE SEASON. WE RESERVE THE RIGHT TO MODIFY MARKET HOURS AT ANY TIME.**

Vendors must arrive at the market by 6:30 a.m. Any stall unoccupied after 6:45 a.m., whether assigned or not, may be sold to a vendor as a daily permit. Any vendor opening his stall later than 7:00 a.m. could be subject to a late opening fee.

Daily vendors will be let in at 6:45 a.m. They should arrive no later than 7:00 a.m.

ALL PROPERTY, PRODUCE AND VEHICLES MUST BE PACKED AND CLEARED OF THE AREA NO LATER THAN 3:00 P.M. THIS RULE WILL BE STRICTLY ENFORCED!

4. SPACES AND LOCATION

The market will be located for 2012 in the west parking lot of the shopping center, at the shopping center entrance from Segoe Road (same location as 2011).

All vehicles, trailers, produce and signs must stay within the assigned stall. Note: A single stall of 10 feet wide by 25 feet long means two 5-foot tables will fit. Two larger tables will not fit and will not be allowed. **If the vendor vehicle does not fit within the stall, vendors are required to move the vehicle. No overnight parking is allowed unless Hilldale Management grants prior permission to the vendor.**

5. PRODUCT PRICES

Vendors must display the price of their products near to or on the product. Additional price lists can be used but not substituted for the price posted near to or on each product.

6. SUBSTITUTE SELLERS

Each vendor is expected to preside over his/her stall at all times. In the event that the vendor cannot be present at the market, one designated substitute must be present in the market stall. Your substitute may be a family member, employee or business partner. **The substitute must be the same person each time.** The substitute must be familiar with product and procedures followed by the vendor, including familiarity with rules and regulations. In the event of an emergency preventing you or your substitute from being present in your stall, please inform the market manager. Please notify the market manager if you need to change your substitute during the market season. Vendors are responsible for the conduct of their substitute.

7. MAINTENANCE

Each vendor must supply their own tables, chairs, bags, waste containers (for public use), and be responsible for cleaning up **ALL REFUSE** around their stall. There is to be **NO** dumping of plant material or trash on mall property. No one may leave items unattended for the Food Pantry or for late pickup by customers.

8. MARKET MANAGER

Lisa Lewis is the Market Manager. During the market season any concerns or questions should be routed through Lisa. She can be reached at the following cell phone number :**(608) 209-7130**. Lisa can also be reached via email at the following address: hilldalemkt@hotmail.com

9. MARKET PROMOTION

A portion of your fees supports advertising and publicity for the Farmer's Market. The Market Manager and Hilldale Management are responsible for these functions. **Do not contact area media representatives concerning publicity for the Market. The Market Manager and Hilldale Management will handle this.**

10. COMPLAINT AND VIOLATION PROCESS

If you have a valid complaint concerning a rule violation by another vendor, there is an established procedure that you must follow. Do not take the matter into your own hands. Do not discuss your personal concerns or complaints regarding the market with customers or other vendors. Only the market manager can handle complaints. No individual vendor can interfere with the running of the market.

If situations arise which require interpretation of these rules, the market manager will make the required decisions and interpretations in the best interests of the Market.

The Hilldale Farmer's Market Advisory Board is a committee consisting of several vendors, the Hilldale Market Manager and Hilldale Management. The Hilldale Farmer's Market Advisory Board reserves the right to remove a vendor permanently from the market if a vendor has two substantiated complaints during one season, depending on the severity of the complaints. The Hilldale Farmer's market Advisory Board also reserves the right to remove a vendor permanently from the market immediately if the severity of the complaint warrants this action.

The Hilldale Market Advisory Board reserves the right to refuse to sell space to any vendors who in its opinion do not represent good customer relations and are not consistent with the quality standards that Hilldale represents.

2012 HILLDALE FARMERS MARKET ADVISORY BOARD TO BE DETERMINED AT A LATER DATE.

11. INSURANCE & LIABILITY ISSUES

Hilldale Management **DOES NOT** carry any insurance for vendors. The Hilldale Farmers' Market carries a General Limited Liability Insurance that is covered by a portion of your fees.

Prior to your acceptance to sell at the market, vendor shall obtain the following insurance, at your own expense, **and provide a certificate of insurance showing coverage of \$100,000/\$300,000/\$100,000 along with the completed Farmers' Market contract. The insurance coverage must be in your or your**

spouse's name and must show your home or business address. **The following information must be listed under the insured, as Certificate Holder:**

**Hilldale Shopping Center
c/o Joseph Freed & Associates, LLC
33 S State Street, Suite 400
Chicago IL 60603**

Permits will not be issued to vendors unless their insurance is current. If your insurance is due for renewal within the month of April, please have your insurance agent fax a copy of the renewal, before April 26th, to the Hilldale Office at (608) 238-7338. If your insurance is due for renewal April-November, please have your insurance agent fax or mail a copy of your renewal to the Hilldale office. **If this is not done, you will not be allowed to sell until your renewed insurance has been submitted.**

Automotive Liability Insurance: Vendor shall provide insurance coverage on any auto (all owned, non-owned & hired vehicles) used in connection with the work, with minimum acceptable limits of \$100,000 bodily injury; \$300,000 each occurrence; \$100,000 property damage.

Vendor also agrees on the following conditions:

Covenant to hold harmless. The vendor agrees to indemnify and save Hilldale Land Company, LLC harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by vendor at the Hilldale Farmers' Market.

Loss or damage of property. Hilldale Land Company, LLC shall not be liable for any damage to property of vendor or of others located on the leased stall, nor for the loss of or damage to any property of vendor or of others by theft or otherwise.

Vendors are not allowed to bring pets or animals to the market due to health and liability issues.

Vendors who bring their children to the market must keep the children in their stall and not allow them to run in the parking lot. If the children are disruptive to the market vendors and customers, the vendor will be asked not to bring their children to the market for the rest of the season.

12. STATE AND LOCAL LAWS AND REGULATIONS

Each vendor is responsible for complying with **ALL** State of Wisconsin and City of Madison laws governing health, packaging, labeling, taxes, scales, weights and measures, etc.

- Scales used at the market must be registered with the City of Madison Weights and Measures, 4602 Sycamore Ave., Madison, WI 53704. Phone: (608) 246-4515.
- **Sellers of perennials are required to have a nursery permit** from the Wisconsin Department of Agriculture, Trade and Consumer Protection Dept., P.O. Box 8911, Madison, WI 53708 Phone: (608) 224-4571 or 224-4574.
- The Wisconsin Department of Revenue requires Hilldale to report all vendors' names, their business name, social security number and Wisconsin seller's permit number, along with a list of products you are selling. Hilldale will forward a copy of all applications to the Department of Revenue. Questions on taxable goods and sales permits should be directed to the Wisconsin Department of Revenue Sales Tax section at (608) 266-2776.
- The City of Madison Health Department is responsible for seeing that local health laws are followed. Contact the area inspector at the Department of Public Health, 210 Martin Luther King Blvd., Madison, WI 53701, and phone: (608) 294-5335. For state health issues contact 266-1251 or the Dane County Health Dept., 242-6515 for county issues.
- Food Stamps can be accepted at authorized farmer's market stalls. If you are interested in qualifying, contact the Officer in Charge, Food and Nutrition Service, USDA, 6515 Watts Road, Suite 205, Madison, WI 53719 or call (608) 264-5404.

- WIC Farmer's Market Program is another program that you can participate in. To find out more about this program, write to 1414 E. Washington Ave. Rm. 267, Madison, WI 53703 or call (608) 261-8867.

13. PRODUCE RULES: THESE RULES APPLY TO ALL CATEGORIES BELOW.

- A. All items must be grown, gathered and produced by the vendor in Wisconsin.**
- B. All processed products must be properly labeled in accordance with state and federal labeling laws.**
- C. All containers must comply with state laws. No reuse of any single-use containers is allowed.**
- D. Resale of any produce purchased or bartered for is not allowed.**
- E. Products must be produced in a state-licensed facility.**
- F. All products must be wholesome, attractive, first quality, and free of disease.**

FRESH FRUITS AND VEGETABLES

- A. No sale of items by section is allowed (i.e. half a watermelon).
- B. Vendors giving samples must handle them properly (on a covered tray, serve with toothpicks).
- C. Painted pumpkins and gourds are the **ONLY** craft type item allowed.

ORGANIC PRODUCE

- A. Produce sold as organic must be certified as organic.
- B. Organic certificate must be displayed at the stall.
- C. The word organic cannot be used by vendors unless they are certified organic growers.
- D. A copy of the certificate must be enclosed with the market application.

BEDDING PLANTS, HOUSEPLANTS & NURSERY STOCK

- A. Must be grown by the vendor from seedlings or cuttings.
- B. Purchased seedlings or cuttings must be grown on the vendors' premises for at least two months before they can be offered for sale at the market.
- C. Nursery stock such as trees and shrubs are allowed.
- D. No sale of plants that are officially listed as Wisconsin invasive species.

HONEY, MAPLE SYRUP & SORGHUM

- A. Honey must not be altered.
- B. Must be pre-packaged and sold in clean containers, combs or straws. Honey straws not allowed if not your own honey.
- C. The sale of raw beeswax is allowed.
- D. The sale of beeswax products is allowed.
- E. Maple syrup must be produced from sap collected by the vendor.
- F. The vendor must produce all of the raw materials from which a final sorghum product is made.
- G. Sorghum product must come from the facility to which the vendor delivered the raw material and must be pre-packaged.

APPLE CIDER

- A. Must be processed by the vendor using the vendor's own apples **OR** may be processed at a state inspected and licensed cider mill, using the vendor's own apples (Vendors, please include a copy of the food processing plant's license with application).
- B. Cider samples may be given in single servings of less than one ounce. Samples may not be pre-poured. A waste container must be provided if you are sampling.

FLOWERS, WEEDS, GRASSES, HERBS AND HERB PRODUCTS (FRESH & DRIED)

- A. Grains must be sold in tied bundles.
- B. Must be natural in appearance and sold as gathered. These materials cannot be changed using dyes, paints or artificial items such as wire, tape or florist supplies. These items may only be used to bundle.
- C. Dried material must be sold by the stem or in bunches. Selling them in containers such as baskets, vases or other craft items cannot increase the value of these materials. Undecorated wreaths are allowed.
- D. Individual dried herbs must be pre-packaged.

EGGS

- A. Must be produced by hens kept by the vendor.
- B. Must be properly graded and labeled by size.
- C. Incorrect information must be deleted from all re-used containers.

JAMS, JELLIES AND PICKLED PRODUCTS

- A. All processing must be done by the vendor.
- B. A copy of the state license for the kitchen used in processing must be displayed by the vendor at the market stand.

CARAMEL APPLES & POPCORN

- A. Caramel apples must be made from apples grown by the vendor.
- B. Popcorn must be grown, picked, shelled and packed by the vendor.

NUTS AND GRAINS

- A. Nuts must be grown or gathered by the vendor.
- B. Must not be processed or altered, except for the making of grain into flour.
- C. Must be pre-packaged.

BAKERY ITEMS & COFFEE

- A. Must be processed in a state licensed kitchen or bakery licensed to the vendor. A copy of the license must be displayed at the market stand.
- B. All products must be pre-packaged with the exception of single servings that may be served using tongs or papers from a rigid plastic case. Prepackaging is recommended for single servings.
- C. Vendor must bake the products sold. Products sold must be made from scratch without the use of mixes or prepared products.
- D. Coffee must be brewed in a state-licensed kitchen.
- E. Each product must show an ingredient label either on the product package or on a sign by the product. By law, ingredient labels list ingredients in descending order (most to least).

CHEESE, SALSA & PESTO

- A. Must be kept in a cooler.
- B. Cheese must be processed in a state licensed facility.
- C. Cheese samples must be served with toothpicks.
- D. Salsa & pesto must be produced in a state licensed kitchen.

MEAT

- A. Product must be vendor grown and processed in a state licensed facility.
- B. Copies of all licenses must accompany application.
- C. Copies of all licenses must be displayed at vendor stand.
- D. Product must be refrigerated at all times. No electrical hook up is available.

CRAFT AND FLEA MARKET ITEMS ARE NOT PERMITTED.

HILLDALE SHOPPING CENTER HOLD HARMLESS
Representations and Agreements

The undersigned hereby represents that he/she is the Applicant or an officer or other authorized agent of the Applicant named herein and that he/she is over 18 years of age. The undersigned further acknowledges that he/she has read and is familiar with the Statement of Policy and Rules Governing Public Use of the Shopping Center and the Hilldale Farmer's Market Statement of Rules. Applicant agrees by his/her signature hereto that the making of this Application and the issuance of any permit are expressly conditioned upon Applicant's acceptance and continuing compliance with said Rules. Applicant hereby releases, waives and discharges Hilldale Land Company, LLC., d/b/a Hilldale Shopping Center, its employees and agents and each tenant of the Center from any and all claims (of any type or nature), damages, costs and/or expenses (including reasonable attorneys' fees) arising from or in any way connected with this Application for, or the issuance of a Permit to be a Vendor at the Hilldale Shopping Center Farmers Market or the resulting use of the Center. Applicant hereby agrees to hold Hilldale Land Company, LLC, d/b/a Hilldale Shopping Center, its employees, agents and each tenant of the Center, harmless from and against any and all claims (of any type or nature), damages, costs and/or other expenses (including reasonable attorneys' fees), and to indemnify them relating thereto, arising from or in any way connected with the use of the Center or any part or facility thereof by the Applicant or his/her agents, members, partners, associates, contractors, servants, employees, invitees, and licensees, or from Applicant's sale of any produce or products at the Hilldale Farmer's Market. The undersigned declares, under penalties of perjury, that the factual information furnished by him/her in this Application is true, accurate and completed to the best of his/her knowledge. Applicant shall be responsible for compliance with all laws, rules, regulations and ordinances governing the sale of all goods at the Hilldale Farmers Market.

Hilldale Land Company, LLC. reserves the right to terminate the Market Application of any or all Vendors at any time.

Dated: _____

Applicant Signature: _____

Print Applicant Name: _____

Address: _____

Telephone: _____