



P.O. Box 5115, Madison WI 53705-0115

January 1, 2008

Thank you for your interest in the 2008 Westside Community Farmers' Market (WCM). Last year, vendor-run WCM had its best season yet due to our quality vendors, convenient location and parking, and loyal shoppers. In 2008 WCM will step up publicity while maintaining the successful Saturday-only schedule.

Please read through all Market Rules before filling out the Application; the WCM Board, with input from the Steering Committee, revised them slightly from last year. First and foremost, this is a *Wisconsin producer-only* market, but without the requirement that the producer be at the Market to vend personally (although we encourage it). Of note:

❖ **Fill in the Product Information check-off section of the Application realistically and accurately** based on what you would grow or produce for WCM – it is vital to WCM maintaining its reputation as a well-balanced farmers' market, since our permit with the state caps stall capacity at fifty. WCM assesses product compatibility during Application review.

❖ **Mail application materials to WCM's PO Box by March 1, 2008. WCM only considers application packets that include all of the following:**

- Completed Application For Membership form (attached).
- Copies of all current, applicable, license and permit documents.
- Check for sum of \$50 Membership Fee *plus* the entire 2008 stall fee based on size and sessions.

❖ **If your application is not accepted** for the 2008 season, your check will be returned to you uncashed.

❖ About a week after WCM receives your application, you should get confirmation that it was received.

❖ WCM is not offering a Wednesday market in 2008.

❖ If you have questions, please call WCM Assistant Manager Amy Kinast at 608/231-1086 or e-mail her at [akinast@chorus.net](mailto:akinast@chorus.net).

Westside Community Market – a vibrant community of farmers, food and plant artisans, and their customers – a great group of folks to spend your Saturday mornings with!

# **2008 RULES**

## **WESTSIDE COMMUNITY MARKET, INC.**

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Mailing Address: PO Box 5115, Madison WI 53705-0115

### **Market Location And Time:**

Hill Farms State Office Building East Parking Lot, corner of Segoe Road and Sheboygan Avenue, Madison, Wisconsin, 53705. Held consecutive Saturdays outdoors rain or shine. In 2008 first market is April 19 and last is November 8. Advertised sale hours from 7 am to 1 pm.

### **Market Contacts**

This document contains Market policies and regulations. For further information, contact a member of the Board of Directors (or manager, or assistant manager):

#### **Board of Directors:**

Carrie Flyte, flyte at uniontel dot net

Vivian Green, 608-873-4096, apples247 at tds dot net

Kay Jensen, 608-825-9531, jenehr at aol dot com

Bob Klebba, 608-798-1991, klebba at morningwoodfarm dot com

Barry Orton, 608-347-1970, borton at mailbag dot com

**Manager:** Vivian Green, 608-873-4096, apples247 at tds dot net

**Assistant Manager:** Amy Kinast, 608-231-1086, akinast at chorus dot net

### **Tolerance:**

Westside Community Market does not discriminate against Members or potential members on the basis of the individual's sex, race, religion, color, national origin, ancestry, age, handicap, marital status, physical characteristics, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

### **Rule Change Policy:**

**Please note the procedures listed here may be changed during the Market season with thirty (30) days written notice to all Vendors.**

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## **1.0 INTRODUCTION**

### **Welcome**

The Westside Community Market (also: WCM or Market) is an outlet for Wisconsin-produced homegrown fruits, vegetables, meats, cheese, eggs, bakery products, cider, maple syrup, honey, sorghum, milk and cream, yogurt, fresh and dried flowers, herbs, mushrooms, plants for home and garden, jams and jellies, pickles, and other prepared food products.

The Market is intended to give growers and producers of goods and consumers an opportunity to deal directly with each other, rather than through third parties.

The Market provides an outlet for the growers or producers of very small quantities of eligible products as well as for larger concerns.

The Market is also intended to enhance the community.

### **Founding Goals**

The Westside Community Market, Inc. is an organization founded to pursue the following goals:

To give growers and producers of Wisconsin agricultural commodities and other farm-related products alternative marketing opportunities;

To promote the sale of Wisconsin-grown farm products;

To improve the variety, freshness, taste and nutritional value of produce available in the Madison area;

To provide an opportunity for farmers and consumers to deal directly with each other rather than through third parties and to thereby get to know and learn from one another;

To provide an educational forum for consumers to learn the uses and benefits of quality, locally grown or prepared food products;

To provide educational opportunities for producers to test and refine their products and marketing skills;

To enhance the quality of life in the Greater Madison Area by providing a community activity that fosters social gathering and interaction;

To preserve Wisconsin's unique agricultural heritage and the historical role which farmers' markets have played in it; and

To provide a balance between Vendor profitability and a full product availability to WCM customers.

## **2.0 MEMBERSHIP DUTIES AND PRIVILEGES**

### **Eligibility**

Any individual whose goods are in compliance with Market Rules and guidelines who wishes to participate in the Market is eligible to apply to become a Member of (Vendor at) the Market. However, any applicant for renewal whose WCM Market vending privileges were previously prematurely terminated by the Market may not be eligible to resume Membership in the Market.

### **How To Become A Member**

An individual must submit a complete Application packet to the Market each year to be considered for Membership, which lasts a year and runs from April 1 to March 31. The WCM Steering Committee selects Vendors for Membership using a number of criteria, including diversity of product in the Market and Vendor seniority.

An individual will not be allowed to vend at the Market during any given year before being conferred Membership by the Steering Committee for that year.

#### **A complete application packet consists of:**

1. Completed, signed, current WCM Application For Membership form (attached);
2. Copies of all current, applicable, license and permit documents for your business and for products you wish to sell at WCM;
3. Check for sum of: \$50 Membership Fee *plus* stall fee based on requested stall size (single or double) and sessions. (See 6.0 Fees herein, and see Application.)

WCM will cash check when/if Board accepts applicant for membership. WCM returns checks uncashed to denied applicants.

### **Applicant's Responsibility For Regulatory Compliance**

Applicant is responsible for knowing which licenses and permits are required to meet state and local laws. New Vendors with questions about licensing should call the Market Manager before arriving to sell at the Market.

### **Get Application Materials**

WCM Application For Membership form (attached), along with revised WCM Rules (this document) is mailed in January to all Members in good standing as of end of previous year and to others who might want to vend. New applicants may request these materials by calling one of the WCM Contacts listed on the title page (i). The documents, combined into a PDF, are also posted to the web site, [www.westsidecommunitymarket.org](http://www.westsidecommunitymarket.org), under 'Become A Vendor.'

### **Send Application Materials**

Gather all materials listed above for a complete Application packet. WCM will not consider incomplete applications. The WCM Board meets in early March to consider

applications for the upcoming season. **Applications must be postmarked or date stamped by Sat., March 1, 2008** to be considered at that time. Mail to: Westside Community Market, PO Box 5115, Madison, WI 53705-0115.

## **Membership**

One Membership is issued to an individual or to a group of individuals.

The Membership year runs from April 1 to March 31.

To be eligible to share in a Membership, each individual must fulfill all of the following:

1. Be listed by name and address on only one application; and
2. Have substantial participation in the actual production of the Membership's product(s) at a shared location(s) which is (are) described on the application; and
3. Have at least a 20 percent ownership interest in the entire enterprise. The business form and percentage of ownership of all named co-Members shall be described on the application; and
4. Owner Member is not required to be present at stall during Market, but anyone selling at Market for the Member must abide by the Market Rules.

All partners of a Membership shall share the one Membership. No individual may have a financial interest in more than one Membership. A Member who violates this rule will be terminated upon discovery of the violation. Marketing cooperatives where Members produce products separately and merely market them together are not allowed. Persons who desire to sell product produced by a franchise are not eligible for Membership. For purposes of this section "franchise" means a business or operation, which pays compensation for use of another party's system or name for marketing goods or services. Membership privileges include the right to sell at the Market, seniority, the right to vote, meeting participation, the opportunity to hold office, season stall eligibility, and access to records.

A Member in good standing is considered to hold a "stall permit" for the Markets that he/she is approved to vend.

## **Seniority**

Each year each Member's seniority will be determined at the time their application is accepted.

Seniority is determined based on:

1. The number of continuous, consecutive years of Membership immediately preceding the current application; and

2. The number of times actually vended during the previous year.

If Membership is terminated due to rule violations, any subsequent application by that former member must be approved by a two-thirds vote of the Market's Board of Directors. If Membership is terminated, the former vendor may not reapply for a period of two years following the denial. Termination of Membership due to rule violation(s) will result in seniority on a subsequent application as if a first-time Member.

Stalls are granted based on seniority. A Member is added to the seniority list automatically in the year he/she first becomes a Market Member and continues advancing on the list each continuous year of Membership. To be a Member in good standing and to continue to accrue seniority, a Member must not only fill out the forms and follow the rules, but also must sell at the Market regularly (but not necessarily in person).

### **Maintaining Membership And Participation Rights**

Members who vend at any Market must have available for inspection at each Market by the Market Manager or the public any licenses or permits required for any product(s) they sell. This is in addition to providing copies of licenses and permits with their annual Application.

A Member or anyone selling at Market for a Member must be 16 years of age in order for the Member to exercise its rights to vend at a Market. If a 16-year-old or older person is not present, the would-be Vendors will not be allowed to set up and if already set up, they will have to pack up and leave the Market immediately.

The Market Manager may waive the minimum age upon request if: the younger Member/co-Member or representative is capable of responding to all requests for information by the Market Manager or Market customers; younger person is capable of handling any problems that are likely to arise; and if such waiver will not place other Members or the Market's customers at undue risk.

A Member must actually participate in the Market during the regular season in order to be considered a Member for that year. In other words, it is not enough to fill out an application; a Member must actually participate.

### **Operating From More Than One Stall**

Due to limited space and the Market's desire to provide selling opportunities to as many Members as possible, no Member may be involved in the operation of more than one stall on any one Market date. For the purpose of this rule, a double stall is considered one stall. Members who operate more than one stall at any one Market shall be immediately expelled from the Market, with the loss of all Membership rights and privileges.

### **3.0 OPERATIONS**

#### **Market Day Vendor Times**

The 2008 Market will take place Saturdays, April 19 to November 8, at the Hill Farm State Office Building Parking Lot in Madison, Wis., corner of Segoe Road and Sheboygan Avenue. Published Market time open for sales is from 7:00 am to 1:00 pm. Vending Members use this schedule:

#### **Vendor Set Up**

##### **Vendors Set Up In Stalls 6:00 am – 6:45 am**

Parking only for sellers holding stall permits. WCM's state permit prohibits vendors from entering the lot before 5:30 am. If stall permit holder arrives later than 6:45 am, then Market Manager will assign stall(s) if available.

#### **Vendor Pack Up**

##### **Vendors Pack Up Stalls And Exit Lot By 2:00 pm**

This 2 pm exit Rule will be monitored and enforced by Market Manager.

#### **Unscheduled Vending Discouraged**

To vend at Market on a date other than one already applied for/accepted, Member must obtain the explicit permission of Market Manager *no later than the Thursday preceding Market in question*. Only a Member may make such a request, and approval is NOT automatic.

### **4.0 STALLS**

#### **Vending And Parking Areas**

Width of a parking stall is 11 feet and width of a *single stall* vending area is 10 feet (allows for one-half foot space on either side, for total of one foot between vendors).

Each single stall is 11 (eleven) feet.  
Each double stall is 22 (twenty-two) feet.  
No stall shall exceed these limits.

All tents, umbrellas, and canopies must be tightly secured and adequately weighted.

### **5.0 INSURANCE**

Sellers are responsible for their own personal liability and product liability insurance. The Market encourages Vendors to obtain personal liability insurance.

## 6.0 FEES

### Vendor Stall Fees (w/parking) - 2008 WCM

Membership fee	\$50.00
Full Season, single stall - April 19 - November 8	\$400.00
Full Season, double stall - April 19 - November 8	\$800.00
Session I, single stall - April 19 - June 21	\$150.00
Session II, single stall - June 28 - August 30	\$150.00
Session III, single stall - September 6 - November 8	\$150.00
Single Session double stall (subject to availability)	\$300.00
Special Products/short season - 2 to 4 weeks	\$ 15.00 per week

## 7.0 RULES APPLICABLE TO ALL VENDORS AND PRODUCTS

### 7.1 Producer Only

Members may display, sell, deliver, and take orders for only those products they themselves produce. The sale of any goods not grown or produced by the seller, the reselling of goods, or the sale of goods that have been traded or bartered for is not permitted. All sellers must abide by and all products must comply with all applicable federal, state, and local regulations.

- a. Member producers are encouraged to be present in their stalls but a Member is *not required* to be present.
- b. Any pre-orders or CSA sales and displays at the WCM must be secondary to public sales and displays.

### 7.2 Licenses And Permits

It is the responsibility of the Vendor to obtain and provide to the Market Manager copies of all licenses and permits required for the sale of Vendor's products at the Market along with their "Application For Membership."

### 7.3 Samples

All samples offered by Vendors must meet the following criteria:

- a. Samples must be stored in rigid, covered containers until serving.

b. All samples must be pre-cut in a licensed kitchen facility, with facility documentation available at the Market stall each time samples are served.

c. Samples should be of adequate size and proportionally spaced to minimize customer handling.

d. All samples must be held and dispensed under clean and sanitary conditions. (i.e. toothpicks provided for sampling).

e. All Vendors giving free samples MUST provide a waste container in a prominent place and labeled for use by the public.

#### **7.4 Cross Promotion**

Cross-promotion among Market Members is allowed and encouraged. Monetary transactions among Vendors for cross promotion are prohibited.

#### **7.5 Prohibited Items**

The sale of hobby ware, art objects, all type of crafts, clothing, and animals is prohibited. The Market Manager is empowered to interpret the existing Market rules and to approve or disapprove products of craft-like nature.

Packaging for approved items must not be of a craft or commercial nature, subject to Market Manager's interpretation.

#### **7.6 Brand Names**

Products that are processed and sold under a brand name other than the Vendor's own are not allowed.

#### **7.7 Trash Management**

Vendors must not discard refuse of any kind in or around trash receptacles, must clean up their sales areas completely before leaving, and haul the waste home. Leaving stalls with litter or refuse will be considered a procedural violation and the procedures outlined under "Enforcement Of Market Policies" will be followed. **Failure to clean up properly will result in a fine of \$20 payable to the Market for services rendered.**

#### **7.8 Weights And Measures**

All produce to be sold in the Market will be sold by legal weights and measures. Vendors are responsible for having their scales certified for compliance annually. The use of a non-certifiable scale at the Market is a procedural violation.

#### **7.9 Pets**

Sellers must not bring pets into the Market for health and safety reasons.

## **7.10 Parking**

Vendors must discourage (a) sales to people in vehicles or (b) lengthy parking not in slots by customers for picking up purchased items. The practice of customers not parking in designated slots is a potential safety hazard; it is a police prerogative to issue warnings or citations to drivers.

## **7.11 Documentation**

Documentation of a product's legitimacy must be submitted upon request.

## **7.12 Potentially Hazardous Foods**

Potentially hazardous foods are so defined by the Department of Health. "Potentially hazardous food means any food which consists wholly or in part of milk, milk products, eggs, meat, poultry, fish, shellfish, edible crustacean or other ingredients, and which is capable of supporting rapid and progressive growth of pathogenic, infectious or toxicogenic microorganisms."

It is the responsibility of the Vendor to abide by the Department of Health guidelines concerning the vending of such products. If any Vendor is deemed to be in violation of health codes pertaining to such products, the following measures will be taken by the Market Manager: (1) The Vendor of such a product will be immediately removed from the Market for that day. (2) Three points will be assessed against the Vendor for offering for sale a hazardous food. (3) The three points will remain on the Vendor's record for three years. (4) The proper regulatory agency will be notified as soon as possible.

## **7.13 Product Temperature**

The Vendor is 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.

## **7.14 Past Debts**

Outstanding debts must be paid by December 31st to remain in good Membership standing. Failure to do so will cause loss of all Membership and seniority rights and privileges.

## **7.15 Noise And Emissions**

Fumes: 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 or the public. The running of any gasoline or diesel motors or engines, including all vehicles, is not permitted. Because of the safety hazard, gas or charcoal grills, or any open flames are prohibited at the Market.

## **7.16 Organic Labeling**

All Vendors using the term organic must follow the federal regulations.

## **8.0 RULES FOR SALE OF SPECIFIC PRODUCTS**

EACH VARIETY OF A PRODUCT IN THESE CATEGORIES (e.g. DUCK VS CHICKEN, SWISS CHEESE VS CHEDDAR CHEESE) IS CONSIDERED A SEPARATE PRODUCT FOR PRODUCT LEGITIMACY PURPOSES.

### **8.1 Raw Fruits And Vegetables**

- (1) Must be grown from cuttings grown by the Vendor or from seeds or transplants, and the final product may not be purchased or bartered for. The Market Member must have tended perennial crops from leased or rented land for one growing season prior to the sale of the product.
- (2) Must not be processed or adulterated. Vendors may sell a mixed bag of produce or vegetables but may not process, including chopping or shredding, the fruits or vegetables without a processing license and approved processing procedures.

### **8.2 Nuts And Grains**

- (1) If cultivated, must be grown from trees, seeds, transplants or cuttings taken by the Vendor and cannot be purchased or bartered for.
- (2) If gathered wild, must conform to rules in Item 8.14.
- (3) Must not be processed or adulterated.

### **8.3 Bedding Plants, Houseplants And Herb Plants**

- (1) Must be grown by the Vendor from seeds, cuttings, or plugs.
- (2) Purchased plant materials must be grown on the Vendor's premises for at least 60 days before they can be offered for sale in the Market.
- (3) Purchased plugs size 32 or larger must be grown on the Vendor's premises for at least 60 days before they can be offered for sale in the Market.
- (4) Containers must be utilitarian and not decorative.

### **8.4 Nursery Stock: Woody Stock And Perennials**

- (1) Must be grown by the Vendor from purchased seedlings, cuttings, or stock; or from seeds, transplants or cuttings raised or taken by the Vendor.
- (2) Purchased stock must be grown on the Vendor's premises for at least 60 days before it can be offered for sale at the Market.
- (3) Must be grown in a licensed nursery.
- (4) Patented plant materials may be sold, but may carry no identification of the licensed patent holder or propagator other than that required by law.
- (5) Containers must be utilitarian and not decorative.

### **8.5 Flowers And Ornamentals**

- (1) Must be grown or gathered (see Item 8.14) by the Vendor.
- (2) Must not be treated with any substance other than a clear lacquer spray. If so treated, must be labeled "Not Edible." Dyes and paints are prohibited.

- (3) The value of the arrangements may not be increased by the use of decorative fasteners, hangers, bows, ribbons, or containers.
- (4) Decorated circular wreaths that use mixed elements will be allowed. The support frame and all elements must be grown, formed and decorated by the Vendor.
- (5) Braids must be linear and edible. Vendors are allowed to include in the braid more than one material, as long as all of the materials are edible.
- (6) Swags (upside-down bouquets) must follow the same rules as those applying to arrangements. Bales, shocks and bundles may be sold under the same rules applying to arrangements.
- (7) The use of glue is prohibited
- (8) Potpourris must be 100% of the Vendor's production, including the oil and fixative.

## **8.6 Eggs**

Must be produced by hens that have been raised by the Vendor for 75% of their production weight.

## **8.7 Honey And Beeswax**

(If wild gathered, refer to Item 8.14)

- (1) Must be produced by bees kept by the Vendor in the State of Wisconsin.
- (2) Must not be adulterated.
- (3) Raw beeswax must not be adulterated with dyes, fragrances, etc.
- (4) Raw beeswax may be formed into blocks, tapers, votive, or cylindrical-type candles only. Specialized molds, forms, honeycomb tapers, or otherwise decorative candles are strictly prohibited.
- (5) Vendor/honey producer must manufacture the candles him/herself.

## **8.8 Maple Syrup**

Must be produced by the Vendor from sap that he/she collects.

## **8.9 Sorghum**

May sell no more of the final product than can be processed from the amount of raw materials that the Vendor grows and delivers to the processing plant.

## **8.10 Juices**

- (1) Must be grown and processed by the Vendor OR,
- (2) The Vendor may sell no more juice than could be produced by the amount of fruit Vendor has grown and delivered to the processing plant. All juices must be processed in a licensed plant. All juices processed must meet Federal Regulations for pasteurization.

## **8.11 Meat, Fish, Poultry**

- (1) All stock held for sale shall have been raised by the Vendor for at least 75% of the live weight or for eighteen months at slaughter.
- (2) For meat products processed by others (for example, sausage), the Vendor must

produce the meat ingredients.

### **8.12 Animal Products**

- (1) Must be in their natural state, except as specified below.
- (2) Hides or pelts must be tanned to garment quality and must not be stored or transported in contact with food products.
- (3) Products must be in a sanitary condition. No manures or compost products may be sold.
- (4) Products must be from domesticated animals and may not be wild gathered. Products must come from animals held by the Vendor for one year or from the offspring of those animals.
- (5) Wool/Mohair:
  - (a) 100% of the product must come from the Vendor's own flock.
  - (b) The animals may be professionally sheared.
  - (c) The raw product may be sent out for processing.
  - (d) Only clean wool/mohair, rovings, yarns, or batts may be sold. All wool displayed and/or sold must be in its natural color; bleached wool but not dyed wool may be sold.

### **8.13 Prepared Food Products**

- (1) The processing Vendor must produce the major ingredient, unless otherwise noted in the Market Rules, and must be actively and regularly involved in the production of the product. **Fifty-one Percent (51%) rule:** If the product is processed other than by the Vendor, the Vendor must raise the first ingredient on the label and raise 51% of the product by weight. Any major recipe changes must be filed with the Market Manager.
- (2) Vendor must have photocopies of all necessary licenses for the production of the processed product and must have them filed with the Market before offering any processed item for sale.

### **8.14 Wild Gathered (Non-Cultivated) Items**

- (1) Vendors selling wild-gathered items must
  - (a) have an application to sell filed with the Market prior to arrival at the Market and either have proof of land ownership or show written permission from the land owner to gather the item and
  - (b) must provide the location and amount of land gathered from.
- (2) Items may not be purchased or bartered for.
- (3) Vendors who do not adhere to these rules may not sell the item at the Market.

### **8.15 General Rules For Exempt Products**

Because historically certain products contributed to the foundation of the Market, they have been exempt from the general "Vendor must grow or produce" rule. These include cheese, cured meat, smoked meat, cased sausage, bakery goods, pasta, and candy. The following rules apply to these products:

- (1) The Vendor shall participate on a regular basis in the physical production of the product.
- (2) No Vendor of exempt products may have an ownership interest in an enterprise other than the Membership enterprise that sells the same category of exempt products.
- (3) The Vendor may not have a retail outlet other than the Market except at the plant at any time during the Membership year. A retail outlet is defined as a location at which the Vendor sells the exempt product more than ten days in a row or more than twenty-five days total in any calendar year. It is the Vendor's responsibility to report to the Market Manager the intention to sell exempt products at a location other than the plant or the WCM. This notice must be given at least seven days prior to the event. Operating a retail outlet other than at the Market or at the plant at any time during the Membership year will cause immediate termination of vending privileges and Membership.
- (4) If the Vendor of an exempt product has no retail outlet at the point of production the Vendor may vend an unlimited number of days at other farmers' Markets. A farmers' Market is defined as a regularly scheduled event (even if seasonal in nature) designed to allow producers a site to vend agricultural products. The farmers' Market would not be restricted to the Market Member as an exclusive site; this would constitute a retail outlet and would be subject to the 25-day restriction.

### **8.16 Additional Rules For Bakeries**

- (a) The Vendor may not sell items made from purchased pre-made doughs, batters, crusts, or dry ingredient mixes. For example, the shortening (fats and oils), the leavening, and the salt must be added by the Vendor to comply with this rule.
- (b) The Vendor may not use pre-made frostings or pre-made cream/fruit fillings.
- (c) The Vendor must keep all recipes and receipts for ingredients on file and must be able to produce them at an inspection.
- (d) Ready to eat meat, vegetable, and/or bean filled pastry items are prohibited.

### **8.17 Additional Rules For Cheese Vendors**

- (a) A Vendor must operate the processing plant and must participate on a regular basis in the physical making of the cheese, which he/she sells at the Market. Such Vendors may sell only cheese made from milk produced by contracted milk producers.
- (b) One of the Market Members must be a licensed cheesemaker, unless, as with a farmstead cheesemaking operation, the State Department of Agriculture permits the Vendor to make cheese just from his or her own milk in a licensed plant on the farm to sell directly to customers.

### **8.18 Additional Rules For Chocolate Or Confection Vendors**

- (a) All chocolate candy products sold must be made with chocolate tempered at the licensed location.
- (b) Chocolate candies may contain other products, such as nuts, fruit, fondant, or nut butters, as long as the first condition is met.
- (c) The use of coloring in the production is an acceptable practice.
- (d) The use of compound coatings is acceptable, as long as they are melted and molded

or mixed with other ingredients at the licensed location.

(e) All compound coatings (chocolate containing other vegetable fats, not cocoa butter) must be clearly marked so customers will know the difference.

(f) Confections that are judged to be craft-like in nature rather than products primarily intended for consumption are not allowed. Please clear specific products ahead of time to avoid penalties.

## **9.0 PROCEDURE TO CHANGE RULE TO ALLOW A PRODUCT**

### **9.1 Request To Sell A New Product**

Requests for new products that are not currently eligible for sale at WCM must be submitted in writing to the Board of Directors for consideration. Such requests must be submitted well in advance of the expected sale of the new product. Requests for new products will be reviewed periodically by the Board of Directors.

### **9.2 Appeal Process Following Denial**

In the event the Board of Directors denies a Member's request to allow the sale of a new product, the Member may appeal the board's decision directly to the Membership of the WCM in the following manner:

(a) The Member shall obtain from the Market Manager a written decision from the Board of Directors denying the new product, which shall include a brief statement of the board's reasons for the denial.

(b) The Member shall attach a copy of the board's decision to the front of each petition form prepared by the Member, which form shall re-state the Member's request for approval of the new product for sale at the Market and any other information which the Member desires to include; the Member shall personally obtain a quorum number of original signatures from the other Members of the organization which evidence their support for approval of the new product. Only one signature from each Membership entity will be allowed.

(c) The Member shall submit the petition bearing the required signatures to the Market Manager, who will review and verify the petition.

(d) Within one week of receipt of the petition, the Market Manager will notify the Member of: (1) the verification of the petition; (2) that the Member's new product request is eligible for a vote by the full Membership; and (3) the estimated cost of conducting a vote of the Membership by mail ballot.

(e) Within one week of receipt of the notice by the Market Manager provided for in the preceding paragraph, the Member shall notify the Market Manager of his/her/its desire that the request be put to a vote of the Members, and pay a deposit of \$150.00 to cover the cost of conducting the referendum. All costs of the referendum shall be borne by the requesting Member.

(f) Upon receipt of notice by the Member of his/her/its desire for a vote of the Members, the Market Manager shall prepare the mail ballots, and within thirty (30) days of such receipt, send by U.S. Mail, first class, a ballot to each Member of record

accompanied by a copy of the Member's petition; such mail must state clearly that only executed mail ballots received on or before the return date will be considered; the return date for such mail ballots shall not be before expiration of twenty (20) days from the date of mailing by the Market Manager.

(g) The Market Manager and two witnesses, one at the choice of the petitioner, will review and count the mail ballots after the return date; approval of the new product will occur if 50% plus one of the votes cast approve the new product. At least two-thirds of the Memberships must vote on the referendum for the referendum to be considered valid. Each Membership entity may cast only one vote.

(h) The Member will be notified by the Market Manager of the approval or non-approval of the new product within ten (10) days of the return date for the mail ballots. At that time the Market Manager will notify the Member of the cost of conducting the referendum and whether a refund or further reimbursement to the organization is due.

## **10.0 VENDOR CONDUCT**

Vendors shall conduct themselves in a manner that is courteous to other Vendors, Market personnel and the public. Behavior that is threatening, abusive or harassing shall constitute a violation of Market rules. A violation of this Vendor Conduct rule will cause:

a) An automatic assessment of two penalty points to the Vendor;

b) A second violation will cause an additional two-point assessment.

c) Committing a criminal act at the Market may cause the Vendor to be expelled from the Market, which means a termination of vending privileges, seniority and Market Membership.

## **11.0 INSPECTION**

Representatives of the Market shall have the right to conduct an inspection of the production areas of those products sold by a Vendor at the Market. An inspection may include ownership information and any other information relevant to determining product legitimacy. Failure to allow such an inspection will constitute a violation of Market rules, and the procedures outlined under "Enforcement of Market Policies and Rules" will be followed. **The Market now requires Vendors who rent to obtain the landowner's signature on Application to ensure inspection access with advance notice.**

## **12.0 ENFORCEMENT OF MARKET POLICIES AND RULES**

### **Membership Agreement**

All Members who sell in the Market will complete an "Application For Membership" prior to selling in the Market. This application will constitute an agreement between sellers and the Market to abide by the policies and rules governing the Westside Community Market. Should any questions arise regarding the observance of Market policies and rules, the procedures outlined below will be followed.

### **Reporting Violations And Follow-up**

A Vendor, Market customer, or the Market Manager may submit to the Market Manager or a Board Member a complaint against a Vendor where there is reason to believe a violation of Market rules exists. The identity of the complainant will not be revealed by the Market.

Vendors are urged to initiate a complaint to the Market Manager when they witness an infraction of Market rules. The Market Manager will conduct an initial investigation of any complaint. The investigation will include an attempt to obtain detailed information from the complainant, the alleged violator and other witnesses before a determination is made that a violation occurred.

### **Procedural Violations**

For violations other than product legitimacy violations, a Vendor will be assessed penalty points. If after an assessment of penalty points, there is no assessment of additional penalty points against that same Member in the 12 months following the initial assessment, the initially assessed points will be removed from the Market's record for that Member.

But if additional penalty points are assessed against that same Member in the 12 months following an assessment, both the initial points assessed and the additional points will remain on the Market's record for that Member for 24 months following the date of the second assessment of penalty points. The vending privileges and Membership of any Member who has accumulated a total of six (6) or more penalty points will be terminated. The termination will be effective upon the Member's receipt of notice of the termination.

Procedural violations include for example, early parking, violation of maximum stall width, failure to properly license or label, using a non-certifiable scale, and other violations of Market rules not pertaining to the "Member Must Produce the Product" rules.

The Market Manager will give warning and written notification of the violation to the Vendor upon the first violation. The Vendor shall either be sent such letter by certified mail, return receipt requested, **or shall be requested to sign a copy of the letter to**

**indicate his/her understanding of the regulations and willingness to comply with them.** If the Vendor returns the signed copy as requested and thereafter complies with the Market regulations, no further action will be taken.

If the Vendor fails to sign and return the letter or the violation occurs a second time within one Market year, second written notification will be given to the Vendor and two points will be assessed to the Vendor's record. Each subsequent violation of a Market procedural rule within one year of the first assessment will result in two additional points being assessed to the Vendor's record. Notification of point assessments will occur in writing.

For an immediately correctable violation, such as exceeding stall width, violators will be given oral warning indicating the offense and requesting compliance with Market rules. The Market Manager shall record the issuance of each warning. If the problem is not corrected in a reasonable time, the Market Manager shall issue a written warning. Continued or repeated non-compliance in the same Membership year shall result in the assessment of two points. Further non-compliance after the two points are assessed will result in the issuance of additional points and the expulsion of the Vendor from the Market. This process could all happen in a single Market day.

Some procedural violations have been acknowledged as more serious and therefore carry a greater penalty for violation. For such a violation, the Vendor will be verbally warned and must immediately correct the violation. The Vendor will receive a warning letter and must follow the procedures for a warning letter described above. Should the violation occur again, the Vendor will be assessed three points. The following violations fall in the three penalty point category: offering for sale processed items that lack labeling or carry improper labeling, offering for sale processed items without obtaining necessary licenses, and selling nursery items without obtaining a nursery license.

## **Product Legitimacy Violations**

If a Member offers a product for sale at the Market and it is determined that the Member did not produce the product but instead purchased or acquired it outright and was attempting to resell it, the Member's vending privileges and Market Membership will be immediately terminated (in other words, a violation of this product legitimacy rule will result in an automatic six penalty point violation). Other types of violations of product legitimacy rules will result in a three-point assessment, which will stay on the Membership record for three years. See "Rules for Sale of Specific Products", for how participation in production is defined for certain products.

The Market will use the following procedures for product legitimacy violations.

1. The Market Manager and the Board may use their own observations, statements of other witnesses and/or inspection to make a determination as to a product's legitimacy.
2. The Market Manager will notify a Vendor that one or more of the Member's products offered for sale at the Market on its face violates a product legitimacy rule or is being

investigated for product legitimacy. If the product is being investigated, the Market Manager will arrange for an inspection of the Member's production place and methods. If the Member refuses to allow such an inspection, the Member's vending privileges and Market Membership will be immediately terminated. Inspections will be conducted by the Market Manager or their designee, and a Board Member or the Board Member's designee.

3. If the Market Manager determines that a product does not violate the rules, no further action will be taken.

4. If the Market Manager determines that a product violates the rules, the Member's vending privileges and Market Membership will be terminated effective immediately upon the Member's receipt of written notice of the determination.

5. A Vendor will not be eligible to re-apply for Membership in the Market until at least 12 months have expired since the date of the final termination determination and then only if the Member's application is approved by a two-thirds vote of the Board.

### **13.0 RIGHT TO APPEAL**

Any Member whose vending and Membership rights have been terminated or who has been assessed penalty points may appeal the determination.

- The Member will have fourteen (14) days from the date of receipt of the written determination to file a written appeal with the Market Manager.
- The Market's Board (not including the Market Manager although the Market Manager can be present) or a committee of at least three Board Members appointed by the Board will hear the appeal within fourteen (14) days of the Market Manager's receipt of the Member's appeal request.
- If the determination is reversed on appeal, the Vendor's Membership and vending privileges will be immediately restored.
- In no event shall any person be entitled to recover damages from the Market for being denied vending privileges based on a good faith enforcement of the Market's rules.

### **14.0 COVENANT TO HOLD HARMLESS**

The Vendor agrees to indemnify and save the Westside Community Market 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 a Vendor at the Westside Community Market. A Hold Harmless statement is included in the application, signature is required as part of a complete application.

## **REGULATORY CONTACTS**

### **City Weights & Measures**

Cindy Lease (608) 246-4514, clease at cityofmadison dot com

Bill Sechrest (608) 246-4515, wsechrest at cityofmadison dot com

### **State Weights & Measures**

Rachelle Miller (608) 224-4938, rachelle.miller at wisconsin dot gov

### **Food Safety – City/County**

for WCM: Jim Blackmore (608) 243-0320, jblackmore at publichealthmdc dot com

general: Stefanie Moccero (608) 243-0340, smoccero at publichealthmdc dot com

### **Labeling**

**U.S. Food and Drug Administration's** online guide:

<http://www.cfsan.fda.gov/~dms/lab-ind.html>

**Wisconsin Department of Agriculture, Trade, and Consumer Protection's**

"Frequent Food Label Questions" online:

[http://www.datcp.state.wi.us/fs/business/food/labeling/pdf/food\\_label\\_questions.p](http://www.datcp.state.wi.us/fs/business/food/labeling/pdf/food_label_questions.pdf)

df; and their labeling web page (but FDA's site is more up-to-date):

<http://www.datcp.state.wi.us/fs/business/food/labeling/index.jsp>

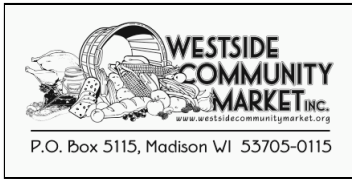
### **WIC Program**

Judy Allen (608) 261-8867, allenjl at dhfs.state.wi.us

### **Wisconsin Department of Revenue**

general (608) 266-2772

sellers permit (608) 266-2776, sales10 at revenue.wi.gov



# 2008 Application For Membership Westside Community Market

(Fill out all five pages completely. Please type or print clearly.)

## 1. Membership Information

Name of Primary Member \_\_\_\_\_  
(Name used for WCM records.)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone (\_\_\_\_\_) \_\_\_\_\_ Secondary Phone (\_\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_ Fax \_\_\_\_\_

English-speaking contact, if needed: Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Business Web Site Link: <http://www.> \_\_\_\_\_

**Ownership Partners** (if appropriate): Each person must have at least 20% ownership to be recognized as partner with the primary WCM member.

<u>Name</u>	<u>% Ownership</u>	<u>Address, if different</u>
Primary Member		
Spouse (if appropriate)	NA – covered by Wisconsin marital property law	
<b>TOTAL</b>		<b>100 %</b>

### **Documentation of Ownership Partners (IMPORTANT - if you have a business partner.)**

WCM Rules require that each partner have (a) at least 20% ownership of the enterprise and (b) substantial participation in production. The intent is to show that each partner is “at risk” and involved.

1. Please provide **written** documentation of your partnership (other than spousal partnership). Documentation may include a written partnership agreement and other related documentation such as: a joint loan, joint checking account, receipts for production materials, other evidence of a minimum of 20% by each claimed partner).
2. Additionally:
  - If the business is a federal partnership (1065), submit each member’s K-1 form for the previous year.
  - If the business is a corporation (includes LLC), provide documentation of the total number of shares and the number that each market member owns.

**2. Production Information**

**Location of land or production facility:**

Section \_\_\_\_\_ Town of \_\_\_\_\_ County \_\_\_\_\_

AND Address \_\_\_\_\_

**Owner of land or production facility:** If owner is not one of the above listed partners, list complete name, address, and phone number of landowner(s). (*NEW!* Signature(s) of landowner(s) required last page of form for inspection permission.)

**Size of Growing Area** if applicable: (please state approximate size in acres) \_\_\_\_\_ Acres

**Location, size and number of greenhouses (if applicable):**

**Name of processor and location of plant (if applicable):**

**3. License, Permit, Labeling and Permission Information**

**Record appropriate license/permit number AND provide copies of licenses and permits issued by regulatory agencies, as required.**

Nursery \_\_\_\_\_ Required if you sell perennials.

Processing \_\_\_\_\_ Required to process food in an inspected facility (licensed kitchen, meat processing, cheese making, juice processing, etc.)

Mobile Retail License \_\_\_\_\_ Required if you sell potentially hazardous food.

WI Retail Sellers Permit \_\_\_\_\_ Required if you sell any cut flowers, bakery goods, ornamentals and other taxable items.

If Certified Organic, list certifying agency and number \_\_\_\_\_

Titles and numbers of other document copies you have enclosed because WCM requires them:

\_\_\_\_\_

Other Issues:

**Liability Insurance** - Vendor is responsible for their own personal and product liability insurance.

**Labeling** – Vendor is responsible for meeting all labeling requirements. This includes stall signage if a Declaration of Responsibility is not provided on product labels.

**Certified Scale** – Vendor is responsible for meeting scale certification requirements.

**Wild gathered items: Identify the location (s) where items are gathered and attach permission** of property owner where gathered. (Add additional pages, as needed.)

**4. Product Information**

*This information is vital to planning a well-balanced market with a wide variety of items for customers, so please be as accurate and realistic as possible. Include only what you would grow or produce for the Westside Community Market. Admission to WCM is based partly on whether your product(s) are compatible with the market's needs.*

**Check the products you plan to sell at WCM.**

- Nuts
- Houseplants
- Herb plants (license required if a perennial)
- Perennials/wildlings (license required)
- Eggs
- Maple Syrup
- Bedding plants (license required if a perennial)
- Herbs (fresh cut)
- Nursery stock (license required)
- Cut flowers (**required - attach a list of varieties**)
- Honey
- Sorghum
- Wild gathered items (attach location/permission)
- Heirloom Varieties (please list type and variety)
- Animal products other than meat (please list)

- Processed Goods
  - Baked Goods  Pasta  Candy
  - Cheese  Pesto  Jams/Jellies
  - Herbal Oils  Herbal Vinegars
  - Pickles and Relishes
  - Canned Sauces
  - Other \_\_\_\_\_

- Meat (check which apply)
  - chicken  turkey  goose  rabbit
  - pork  beef  venison  lamb
  - duck  fish  emu  ostrich
  - Other \_\_\_\_\_

- Raw (unprocessed) fruit
  - Apples  Cherries  Cranberries
  - Pears  Plums  Raspberries
  - Strawberries  Blackberries
  - Apricots  Elderberries
  - Grapes  Currants
  - Other \_\_\_\_\_

- Raw (unprocessed) vegetables
  - Asparagus  Beans  Beets
  - Bok Choy  Broccoli
  - Brussels Sprouts  Cabbage
  - Cantaloupe  Carrots  Cauliflower
  - Corn (Sweet)  Corn (popcorn)
  - Corn (Indian)  Cucumbers  Eggplant
  - Garlic  Gourds  Greens
  - Kohlrabi  Leeks  Lettuce
  - Mushrooms  Okra  Onions
  - Green Onions  Peas (shell)
  - Pea (snaps/pods)  Peppers  Potatoes
  - Pumpkins  Radishes  Rhubarb
  - Rutabaga  Spinach
  - Edible Soybeans  Winter Squash
  - Summer Squash  Tomatoes
  - Turnips  Watercress  Watermelon
  - Shelled Peas or Beans (dried)
  - Other \_\_\_\_\_

*If you need more space, attach a sheet.*

## **5. Product Safety Information**

Potentially hazardous foods need extra care in handling, as required by State and City regulations. The list includes: meat, poultry, fish, cooked pasta, eggs, ice cream, custards, eggs, cheese, meat, and other defined items. Please **provide a written description** of how you will handle your products, as appropriate. (Attach additional pages, as needed.)

Temperature Management (such as meat, cheese, eggs, etc.)

Sampling Procedures (such as cheese, vegetables, fruit, etc.)

Dispensing Procedures (such as bakery items, etc.)

## **6. Fees**

**2008 Membership fee** **\$50 .00**

### **Saturday Market Stall fees:**

<b>Full season single stall - April 19 - November 8</b>	<b>\$400.00</b>
<b>Full season double stall - April 19 - November 8</b>	<b>\$800.00</b>
<b>Session I single stall - April 19 - June 21</b>	<b>\$150.00</b>
<b>Session II single stall - June 28 - August 30</b>	<b>\$150.00</b>
<b>Session III single stall - September 6 - November 8</b>	<b>\$150.00</b>
<b>Single session double stall (subject to availability)</b>	<b>\$300.00</b>
<b>Special products/short season - 2 to 4 weeks</b>	<b>\$15.00 per week</b>

**Single stalls are 11 feet wide**

**Double stalls are 22 feet wide**

**7. Covenant to Hold Harmless**

The vendor agrees to indemnify and save the Westside Community Market 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 a vendor at the Westside Community Market.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**8. Landowner Inspection Access (each landowner signs; copy page if necessary for multiple landowners.)**

This Landowner hereby grants property access to the inspector agent for Westside Community Market to inspect WCM applicant’s production area following advance notification by WCM or its representative.

Landowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**9. Affidavit**

I have read the Rules, regulations and policies as described for the Westside Community market and hereby agree to abide by them. Further, I agree to sell at the WCM only such items as those listed above. I also acknowledge those products must be of my own production and produced at the location described on my application. I acknowledge full responsibility for all my activities in the market (and for those assisting me) throughout the term of this season’s permit. I acknowledge the authority of the market manager/managers to immediately settle any disputes regarding product legitimacy, procedural and vendor conduct violations subject to appeal under the procedures set forth in the market rules. I agree to allow for inspection of my records and of the premises where the products offered for sale are produced. The market manager/managers and/or representatives of the market will carry out these inspections at any time. Failure to allow an inspection will constitute a violation of market policies. I understand that the WCM does not carry any insurance policies to cover individual participants and that I may be required to carry such insurance.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Send sum of: \$50.00 Membership Fee and total Stall Fee based on your request (size, sessions) with Application packet. Make check payable to: Westside Community Market Inc.**

**Stall Fee (for requested full season or session[s] and stall size) \$ \_\_\_\_\_**

**Membership Fee \$ 50.00**

**Enclosed Check # \_\_\_\_\_ Total \$ \_\_\_\_\_**

**Return completed application packet and check for all fees to: Westside Community Market, PO Box 5115, Madison, WI 53705-0115. (Please retain copy of completed application for your own records.)**

**Applications must be postmarked or date stamped by March 1, 2008. Total amount must be included with Application for consideration. If your Application is denied, your check will be returned uncashed.**

**Questions about the WCM Application or Rules? Call Assistant Manager Amy Kinast at (608) 231-1086 or email her at akinast at chorus dot net.**