



## **Winter HarborMarket 2023-24 Rules and Information**

In order to ensure a safe, efficient, customer-friendly market, we require all Vendors to comply with the following rules. All vendors must apply every year by completing a written Vendor Application — previous participation does not guarantee acceptance to the current year. 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 (end of the business day on Friday) prior to the date requested for participation. Please apply on our website, [kenoshaharbormarket.com](https://kenoshaharbormarket.com).

### **2023-24 Winter HarborMarket Operating Schedule**

**Day:** Saturday

**Dates:** November 4, 2023 through April 28, 2024 (Except December 16, 23 and 30, 2023)

**Time:** 9am to 1pm. The Market Manager in consultation with present Board members may shorten the day in case of bad weather.

**Where:** Kenosha Union Club - 3030 - 39th Ave, Kenosha (across the street from Bradford field)

**Weekly stall assignments** can be found on the HarborMarket website. The vendor maps are posted no later than Thursday for the following Saturday's market. Find your name and stall letter/number, then locate the stall letter/number on the diagram.

**Payment:** **Payment must be received 10 days 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.

**Absence:** If you must cancel your attendance contact the Executive Director by emailing [aforgianni@kenoshaharbormarket.com](mailto:aforgianni@kenoshaharbormarket.com). Refunds will be handled on a case-by-case basis by the Board and must be specifically requested.

**Set-up:** Set-up 7:00 am to 8:45 am. Vendors may not sell before 9:00 am, except to other vendors who are selling that day and to distribute CSAs.

**Take-down:** No sales after 1:00 pm. Do not pack up before 1:00 pm. Take-down must be completed by 2:00 pm. Any boxes, containers, waste or other materials belonging to the vendors must be removed at the completion of the day. 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 without further warning.

## **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.

## **Vehicles**

All vehicles are to be parked on the south side of the building. **Please do not park behind the building as that is a fire lane and must be kept open.**

## **Stall Size and Information**

Stall size shall be approximately ten feet wide and ten feet deep (10' x 10'). Total stall space is approximately 100 square feet. Special requests for a double stall (or more) can be requested on your vendor application and will be considered based on availability. Tape and other adhesives may NOT be used on the walls. The only exception is painters' tape.

One table per booth will be provided and set up for your use. Please clean the table after the market. HarborMarket staff will put the tables away. Chairs will also be provided. (Please let us know if you would rather bring your own tables and/or chairs.) You may bring other tables as long as everything fits within your 10' x 10' booth space.

Outdoor booth space is available, including for food trucks. Please email [aforgianni@kenoshaharbormarket.com](mailto:aforgianni@kenoshaharbormarket.com) if you prefer that space.

## **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 indicate your need for electricity on your application. If approved for electricity, your booth location will be near an outlet. You are responsible for providing all necessary cords and covers to prevent trip hazards. Please do not overload circuits and please cover cords to prevent all trip hazards.

## **Farm Produce and Meat, and Plant Products**

Kenosha 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.

## **SNAP/EBT**

We will continue to process SNAP/EBT benefits for use at HarborMarket. If you did not indicate it on your application and would like to participate, please email [aforgianni@kenoshaharbormarket.com](mailto:aforgianni@kenoshaharbormarket.com) for information and the direct deposit form.

## Products Sold

If you wish to sell products beyond those submitted as part of your initial application, please email [aforgianni@kenoshaharbormarket.com](mailto:aforgianni@kenoshaharbormarket.com) with a description of what you would like to add to your product list OR login to your MarketWurks profile and request the change. The Board will review your request and let you know if it is approved or not.

## Pets and Animals

Customer or vendor pets, walked or carried, are not allowed at the Winter HarborMarket. ADA approved service dogs are allowed.

## 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 requirements prior to selling of such foods. 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.

**You may also email [Lorma.Wendt@kenoshacounty.org](mailto:Lorma.Wendt@kenoshacounty.org) at the Health Department for more information**

## 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.
- Vendors must wear gloves when preparing samples
- Ill vendors should not prepare samples (please see “Illness Policy” below)

## Fire Department Rules

All food vendors, and vendors using electricity, must abide by the City of Kenosha Fire Department regulations. Please contact the City of Kenosha Fire Prevention Bureau at (262) 653-4110 for further information on required best practices for cooking and heating in the market venue, who needs a fire extinguisher, use of open flame and hot oil/grease, electric cord use, etc. The Fire Department may visit the

market; 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. Open flames are not permitted.

## **Insurance**

All vendors must provide a one million dollar “certificate of liability insurance” naming “Kenosha Common Markets, Inc.” as an additional insured on the policy. Your insurance agent will know exactly what document you need. You or your insurance agent may email this to [aforgianni@kenoshaharbormarket.com](mailto:aforgianni@kenoshaharbormarket.com). Please include the name of the business.

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

Please name the below as **additional insured**:

Kenosha Common Markets, Inc  
P.O. Box 643  
Kenosha, WI 53141

## **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. Smoking (cigarettes, pipes, cigars, electronic-cigarettes) by vendors, their staff or market volunteers is not permitted within the Winter HarborMarket venue.

Vendors should behave in a courteous manner to other vendors, market management and the public. Annoying behavior, including unnecessary noise, will not be tolerated. Vendors are not allowed to play music. The running of any gasoline or diesel motors, compressors, generators, or engines is not permitted, unless given specific permission to do so (ie. food trucks). Vendors are responsible for cleaning all dirt, debris, spills, etc from their booth area prior to leaving. If the area is not clean, the vendor will receive a fine.

## **Parking**

Free parking is located on the south side of the building, in the adjacent lot. **Please do not park on the west side of the building - that is a fire lane.**

## **Unloading and Loading**

Vehicles may be unloaded under the covered carport on the south side of the building or at the rear doors of the

venue hall (west side of the building). Please unload your vehicle, park and move your belongings. Several carts will be available for vendors to utilize. Please return them when you have finished unloading your items in the building.

At the end of the market day, please pack up your booth first, and then move your vehicle to underneath the carport or to the west side of the building to load. Carts will again be available for vendors to borrow. Please return them when done.

**Please do NOT prop open doors. The Union Club has made this requirement very clear and it should be respected.**

## **WiFi**

WiFi will be available. Login information will be provided at the market.

## **Nonprofit Participation**

Unfortunately, we do not have enough space to allow for nonprofit participation in the Winter HarborMarket.

## **Private or Personal Fundraising**

Vendors may not solicit personal or organizational donations.

## **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@kenoshaharbormarket.com](mailto:aforgianni@kenoshaharbormarket.com))

## **Clubs and Troops**

Unfortunately, we cannot accommodate the hundreds of individual youth groups, clubs and troops who wish to fundraise at Kenosha HarborMarket. A group, club, or troop may be considered for participation 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.

## **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](mailto:aforgianni@kenoshaharbormarket.com) for more information.

## **Vendor Discipline/Termination**

Vendors are expected to cooperate with the HarborMarket management, and obey all rules, including , but not limited to, attendance, leaving their booth area clean and being available to sell during the entire market. If there is a problem, the vendor will be notified first verbally, and then in writing. Upon third and fourth occurrences of issues, a \$50 and \$100 fine, respectively, will be due before being allowed back. 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.

## **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 HarborMarket 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](mailto:aforgianni@kenoshaharbormarket.com) or [luffolo@kenoshaharbormarket.com](mailto: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)
- 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.



# **Vendor Attendance Policy**

## **Purpose**

Kenosha HarboMarket and Kenosha Winter HarborMarket are weekly events held every Saturday in Kenosha, and organized by Kenosha Common Markets, a 501(c)(3) non profit organization. Over 100 vendor booths are set up every week during our outdoor season and approximately 30 during our indoor season. 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.

## **Definitions**

**No call - no shows aka Unexcused:** Vendor not providing notice by 9am Monday for that upcoming Saturday's market.

**Excessive absences:** 3 or more absences during any market season, regardless of notification.

**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 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.

## **Actions of Conditions Violations:**

1st Unexcused Absence - documentation of the event via email.

2nd Unexcused Absence or Anything more than 3rd overall absence during the current season- documentation and warning of potential future fines

3rd Unexcused Absence or Anything more than 4th overall absence during the current season - Fine of \$50 that needs to be paid in full before further attendance.

4th Unexcused Absence or Anything more than 5th overall absence during the current season- Fine of \$100, with possible exclusion from the remainder of the season, without refund of fees paid.

After the 4th Unexcused Absence or Anything more than the 6th overall absence - exclusion from the remainder of the season, without refund of fees paid, and exclusion of participation in future events