



The F.R.E.S.H. Project - Shawano Farmers Market 2025

MARKET POLICIES AND PROCEDURES

The F.R.E.S.H. Project - Shawano Farmers Market, hereinafter referred to as 'the Market,' exists to bring together local growers and producers with consumers to support healthy lifestyles and nutritious food sources. The Market's mission is to organize and sponsor a farmers market in Shawano that will:

- provide Wisconsin growers with alternative marketing opportunities through a direct-to-consumer marketplace, as well as encourage agriculture entrepreneurship in the region,
- provide consumers with fresh, locally grown or produced foods in a convenient location,
- provide local crafters and artisans with an alternative marketing opportunity to sell their handmade products in a convenient location,
- enhance the quality of life in the greater Shawano area by providing a community activity that fosters social gathering and interaction, free from political and religious influence or persuasion, and
- provide nonprofit organizations a place to raise awareness for their cause and the work they are doing in the community, as well as to provide these organizations a space where they can hold fundraising events/sales.

The following information provides operating policies and procedures for the Market. They may be reviewed and revised during the season as deemed appropriate and necessary by the Market Manager, the F.R.E.S.H. Project Executive Director, or the F.R.E.S.H. Project Board of Directors.

Purpose

The purpose of the Market is to provide a venue and opportunity for local producers to sell their products. To make the conditions of sale transparent for both vendors and customers, we ask vendors to abide by the following guidelines:

1. Vendors are expected to only sell products they have grown, raised, produced or otherwise crafted locally. Exceptions will be made on a case-by-case basis, as deemed appropriate to enhance the quality and appeal of the Market.
2. To enhance the value of the primary product offered by a vendor, small amounts of complementary goods may also be offered. These incidental offerings may be pre-purchased products offered for resale and clearly marked as such. These offerings must have a clear and distinct value-added relationship to the primary product offered by the vendor (i.e., Primary product – locally produced maple syrup; complementary product enhancer – pancake mix).
3. Vendors who sell locally grown products may also sell farm products from other localities (such as blueberries from Michigan), if the products are purchased directly from the grower and are clearly labeled. These products may account for no more than 20% of annual sales.

4. Craft vendors may only sell goods that have been pre-approved by the Market Manager. If an opportunity exists for a vendor to also sell a limited amount of locally grown produce, the vendor must submit a request for an exception in order to do so on a week to week basis. The exception, if granted, cannot represent more than 20% of the displayed space in the booth.
5. If a produce or food vendor has an opportunity to sell craft items, they must submit a request for an exception in order to do so on a week to week basis. The exception, if granted, cannot represent more than 20% of the displayed space in the booth.
6. A vendor or nonprofit organization may be represented by alternate individuals at the Market, however, the primary responsibility for the booth rests with the original vendor, business owner, or nonprofit organization main point of contact.

Hours of Operation

The regular hours of operation for the Market will be from 8:00 AM to 12:00 PM, Saturdays, from June 21 - October 11, 2025. Vendors, nonprofit organizations, and information booths may start setting up as early as 6:30 AM, and must be ready for business by 7:45 AM.

All vendors, nonprofit organizations, and information booths must remain set up and open for the entire time the Market is open.

The only exception to these hours will be on July 12 and October 4, when the Market will stay open until 1:00 PM in support of Shawano Fest and Oktoberfest, respectively. All vendors, nonprofit organizations, and information booths participating in the Market on these dates will be required to stay set up and open for business until 1:00 PM.

Market Location

The Market will be held at Franklin Park, 235 S Washington St, Shawano, WI.

Vendor Stalls

The Market will have stalls measuring approximately 12 feet x 12 feet available for long- and short-term lease, as well as market-to-market rental. Vendors may lease multiple stalls (**adjoining stalls, side-by-side, or one behind the other**) to create a larger space if required.

There are a limited number of stalls with close access to electrical outlets and will be available on a first-come first-serve basis. Vendors who require access to electrical outlets should list the equipment they intend to use on their vendor application. Vendors are responsible for bringing their own extension cords, power strips, etc., and should have a working fire extinguisher at their stall if using equipment with heating elements or open flames (stoves, heaters, fryers, grills, etc.).

Tents, canopies, portable tables, and chairs are allowed within the parameters of the stall. If using a tent or canopy, a minimum weight of 15 lbs. (7 kg.) per leg is required to secure the tents/canopy.

No vehicles are allowed to drive onto the grassy areas of the park during the Market hours, or for unloading and loading purposes.

Prohibited Types of Products

The Market is intended primarily for fresh food and agricultural products, and handmade products from home crafters and artisans. Prohibited products include, but are not limited to, the following:

- Weapons of any sort. This includes, but is not solely limited to, the following:
 - Firearms (including BB or Pellet type guns, toy firearms, DIY kit firearms, or replica firearms)
 - Antique firearms (functional or non-functional)
 - Firearm ammunitions
 - Knives or swords
 - Clubs, batons, nunchucks, brass-knuckles, etc.
- Tobacco and or tobacco related products
- Alcohol and or alcohol related products
- Vaping equipment and or vaping related products (including Delta-8, Delta-9, and CBD products)
- New or used mass-produced items such as clothing, games, appliances, tools, toys, etc. that have not been created and or enhanced by the vendor.
- Politically affiliated or themed items (flags, hats, shirts, banners, literature, etc.).
- Religiously affiliated or themed items (flags, hats, shirts, banners, literature, etc.).

Political groups, religious organizations, and individuals wishing to represent such groups and or their beliefs and points-of-view, are prohibited from setting up at the Market for the sole purpose of disseminating, advertising, or proselytizing on behalf of any such party, church, or organization.

Exception to the Policies and Procedures

From time to time circumstances may present opportunities outside the current Policies and Procedures of the Market that, if pursued, might benefit the overall value of the Market to our patrons.

The Market Manager reserves the right to consider any and all such opportunities to grow or sustain the Market on a case by case basis and to grant exceptions to the Policies and Procedures when deemed appropriate.

No exceptions will be made to allow for any prohibited items to be sold or displayed at the Market.

No exceptions will be made for individuals wishing to distribute or sell politically or religiously themed products or information, and or to proselytize about their political or religious beliefs.

Licenses, Permits, Regulations, and Taxes

Vendors and nonprofit organizations are responsible for obtaining all licenses and permits required to produce, process, and sell their products. Vendors and nonprofit organizations are to comply with all rules, regulations, and laws regarding production, safe handling, and storage of their products, and collection of required sales taxes, if applicable. State and local inspections of licenses, permits and sales are anticipated – vendors should be aware that all Farmers Markets in the state of Wisconsin are subject to state inspection. It is strongly suggested any required licenses, permits, etc., be in possession of the vendor and available for inspectors.

Vendors and nonprofit organizations making taxable sales in Wisconsin, regardless of whether its sales are mercantile in nature, are required to have a seller's permit from the Wisconsin Department of Revenue (**WI DOR**), unless one of the following applies:

- The seller only sells nontaxable products, such as nontaxable food.
- The seller qualifies for the occasional sales exemption:
 - These taxable sales are less than \$2,000 in a calendar year, or
 - Sales are isolated or sporadic.

For more detailed information about seller's permits and sales tax exemptions, please review the WI DOR Temporary Events document available at The F.R.E.S.H. Project website.

Vendors can register online for their WI DOR Seller's Permit, if required, at <https://tap.revenue.wi.gov/btr/>.

Becoming a Vendor

To become a vendor or nonprofit organization at the Market, individuals or organizations must complete and submit a Vendor or Nonprofit Organization Application Form, as applicable, for consideration to be included in the Market. No person or organization is allowed to set up or sell products at the Market prior to submitting a completed application form.

The Vendor or Nonprofit Organization Application Form is available online at The F.R.E.S.H. Project website.

You can also contact The F.R.E.S.H. Project by phone at (715) 526-5206 or by email at dave@thefreshproject.org to request an application be sent to you via post mail.

Full Season (Long-Term) Vendor Stall Lease

Vendor stalls may be leased for the full season, which must be paid for in full and submitted with a Vendor Application Form at least five business days before the first market date.

Full-season vendors who pay the fee in advance will get one market day free of charge, and their choice of stall location(s) if available, which will be reserved for their exclusive use throughout the entire market season.

Please include your requested stall location(s) with your application and payment.

Limited Season (Short-Term) Stall Lease

Vendors who do not plan on attending the Market for the full season can lease their stall(s) for one or multiple dates. Short-term lease fees must be paid for and submitted with the Vendor Application form at least five business days before the first market date(s) requested.

Short-term vendors who pay the fee in advance will be assigned to a stall location based solely on stall availability, however, every effort will be made to keep these vendors in the same general location for all dates they have requested.

Please include your requested stall location(s) with your application and payment.

Weekly (Day of) Stall Rental

Vendors who prefer to attend the Market on an ad hoc basis can rent their stall(s) for the day(s) they plan on attending the Market. Weekly Vendors must submit their Vendor Application form at least five business days before the first market date they anticipate attending.

Weekly vendors can pay in advance or pay on the day of the Market, and will be assigned to a stall location based solely on stall availability.

Stall Fees

For specific stall pricing, please refer to the Vendor Application form, which can be viewed and downloaded from The F.R.E.S.H. Project website.

Vendors who choose to pay in advance can pay by check, cashiers check, *Venmo transfer, or cash.

Payments must be received no later than five business days prior to your first market date, unless you plan to pay on the day of the market.

Vendors who choose to pay their fee(s) on the day of the market should be ready to pay starting at 7:30 AM the morning of the market.

***When paying with Venmo transfer, please ensure you pay any applicable fees to ensure The F.R.E.S.H. Project receives the full amount of your stall fee.**

Forfeiture of Stall

Any vendor, nonprofit organization, or information booth personnel who do not arrive at the Market by 7:30 AM to begin setting up, may be refused occupancy for that day (if there are no available stalls) or forfeit their original stall location and be placed in any available stall location. In either case, no fees will be refunded, if one was paid.

Vendors who know they will not be able to attend the Market after reserving a stall are asked to please notify the Market Manager **at least** 24 hours in advance.

Vendors who paid in advance and are no-shows will not be refunded for the missed market day(s).

Trash / Waste

Vendors who provide free samples of their products **must** provide a waste receptacle for customers to use.

Vendors must not discard trash generated during their normal operation in or around any of the trash receptacles located in the park or Market area. Vendors must clean up their sales areas completely before leaving, and haul the waste away with them at the conclusion of the Market. Leaving the stalls littered with trash will be considered a violation of these policies and procedures.

Vendor and Nonprofit Organization Conduct

Vendors and nonprofit organizations are asked to be courteous to other vendors, as well as to customers who visit the Market.

Vendors and nonprofit organizations may not “hawk” items outside of their booths. If offering free samples, please do so from your stall/booth area.

No threatening, abusive or harassing behavior is allowed. Vendors and nonprofit organizations who violate these Policies and Procedures will be subject to immediate expulsion from the Market.

Since vendors are in such close proximity to each other, we ask that vendors and nonprofit organizations avoid excessively loud or disturbing noises. This includes excessively using horns, bells, whistles, radios, and other sound equipment that may disturb or be annoying to other vendors and customers.

No gas motors or engines, including vehicles, are permitted to run within the confines of the Market spaces.

Charcoal grills are not allowed to be used at the Market.

No smoking, vaping, or other use of tobacco products is allowed within the Market area.

Violations of Policies and Procedures

Vendors and nonprofit organizations are asked to submit concerns or complaints and report infractions of the policies and procedures to the Market Manager.

Vendors or nonprofit organizations who violate the Market Policies and Procedures will be given a verbal warning of the violation. Complaints will be dealt with in a manner suitable to the violation.

For an immediately correctable violation, such as exceeding stall width or playing music excessively loud, violators will be given a verbal warning indicating the offense and be asked to correct the violation. Issuance of each warning will be recorded by the Market Manager.

If the problem is not corrected in a reasonable time, the Market Manager shall issue a written warning. Continued or repeated non-compliance may result in expulsion, without refund of fees, or being permanently banned to participate in the Market.

Right to Appeal

Any Vendors or nonprofit organizations whose vending rights at the Market have been terminated and are banned from participating in the Market may appeal the determination. The vendors and nonprofit organizations will have 14 days from the date of receipt of the written determination to file a written appeal with The F.R.E.S.H. Project Executive Director. The F.R.E.S.H. Project Board of Directors will hear the appeal within 14 days after the receipt of the request for appeal. If the determination is reversed on appeal, the vendor's or nonprofit organization's privileges will immediately be restored and paid fees for any missed weeks will be refunded.

In no event shall any person or organization be entitled to recover damages from the Market for being denied vending privileges based on a good faith enforcement of the Market Policies and Procedures.

Hold Harmless Clause and Insurance

Each Vendor and nonprofit organization shall indemnify and hold harmless The F.R.E.S.H. Project - Shawano Farmers Market from any loss, cost or expense, including attorneys' fees, resulting from damage to property or personal injury or death caused by the negligence of Vendor or nonprofit organization, its servants, agents and employees.

No insurance is provided by The F.R.E.S.H. Project - Shawano Farmers Market to Vendors or nonprofit organizations.

Consent to Policies and Procedures

Signing and submission of the Vendor Application Form or Nonprofit Organization Application Form, as applicable, constitutes understanding of, and agreement to abide by the Market Policies and Procedures, and furthermore releases The F.R.E.S.H. Project - Shawano Farmers Market, its employees, agents, representatives, and volunteers working at the Market, and the owner of the land on which the Market is located, from all liability whatsoever for claims of loss, damage or injury to any vendor or nonprofit organization, their merchandise, their property, or any agents and volunteers working on behalf of said vendors and nonprofit organizations.

For further information contact:

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