

2024 Milwaukee Night Market – Vendor Rules & Regulations

QUICK FACTS:

- **2024 Dates:** June 26, July 24, August 14 & September 11
- **Location:** West Wisconsin Avenue, between 2nd St. & Vel R. Phillips
- **Load-in:** Trucks/Trailers – 2-3PM; Tent vendors – 3-4:30PM
- **Market Hours:** 5-10PM
- **Load-out:** Immediately following the Market

RULES OF THE FAIR:

1. **Location:** The location of the Milwaukee Night Market is on West Wisconsin Avenue between 2nd St. and Vel R. Phillips Ave., with a mid-block closure on N MLK Drive (formerly Old World Third Street). **There is also a mid-block closure on 2nd Street.** The streets will be shut down for the event, so please consider this when arriving for set-up.

2. Load-in for **TRUCKS AND TRAILERS** is at **2PM** to allow for more room to maneuver into spots before tents are set-up around the area. Vendors are assigned a spot number, but it is easier for everyone to fill in as they arrive. **Vendors may not end up in their exact spot, but will need to be at the intersection they are assigned, so please be sure to enter at the appropriate intersection. All trucks and trailers must be in their assigned spaces by 3 PM.**

Load-in for **TENT VENDORS** is from **3-4:30PM**. The Market opens at 5PM and ends at 10PM. **There will be no late load-ins!** *If vendors have not arrived by 4:30PM, Westown reserves the right to change original booth assignments.* All booths must be completely set-up by 5PM. **Please do not load-in early. We will be ready for you at 3PM.**

3. **Tent vendors are not allowed to drive directly up to their booth location!** This is for the safety of our vendors, staff, production crew and pedestrians. With the thousands of dollars in infrastructure we need in place to make the Market happen, driving on the street is also a huge liability. We suggest bringing a cart or an extra set of helping hands to make setup easier. Vendors may legally park anywhere outside of the Market footprint to unload. Vendors may legally park on the street for the duration of the Market or in the lot we provide (see parking info below.)
4. **Booth Location:** Vendors are provided with a vendor map and corresponding booth assignment. Booth number and parameters will be marked on the ground in chalk for vendors to find when they arrive. Please set up tents directly over the booth number. Booths should be orientated to sell towards the center of the street. Vendors may legally park anywhere outside of the Market footprint to unload. Vendors may legally park on the street for the duration of the Market or in the lot we provide (see parking info below).
5. **Parking:** Vendors are permitted to park at the surface parking lot at Wisconsin Avenue and 5th Street. Parking is on a first come, first served basis. Only one car per vendor is allowed to park in the lot. If you have additional cars, you will need to find other parking nearby. If you are not parked in the appropriate spot, and do not have your parking badge displayed on your dashboard, **you will be ticketed.**

Parking Badge: Vendors are provided a parking badge that you will need to print out and put on your dashboard when you park. This will help parking attendants identify who is permitted to park in the lot for free.

Power: Each vendor will have access to a standard power outlet feeding off a generator. Vendors must bring extension cords and a power strip for personal use. **Only items such as small string lights, iPad/phone chargers, etc. can be connected to the outlet. If there is a situation where a vendor will need more power, they must notify Market staff in advance.** The form has more information on what is approved/needs to be

requested. Extra power will not be accommodated unless requested before the Market. We will do our best to accommodate power requests on-site but we cannot guarantee we'll be able to due to limited generator capacity.

- 6. Tent Size & Tent Weights:** Each booth space measures at 10x10 ft. **Vendor tents and set-ups may not exceed the allotted 10x10 ft space.** If a vendor has a tent that is larger than the allotted space, they will be asked to take it down. Wisconsin Avenue is windy- **vendors must bring weights for their tents!** Each tent leg must be weighted with 25lb weights or heavier. If a tent is not properly secured, the vendor will be asked to remove it. Tents cannot be attached to other tents to secure them. Every vendor must bring weights, no exceptions. If the tent has a removable cover, consider removing the cover if the weather is clear. The tent frame can be used as a place to hook lights and without the cover there will be no sail for the wind to catch. Please consider not using a tent if the wind is especially strong. Think of the booth set up when considering the wind (bring paperweights!). In case of high winds, event staff may ask vendors to remove the covers of their tents or take the tent down entirely for the safety of everyone at the Market.
- 7. Garbage & Grease:** Trash receptacles for vendors will not be provided, and vendors are required to bring their own and take their trash with them at the end of the night. **Vendors are responsible for cleaning up their vending area at the end of the Market and are expected to leave the space in the same condition that they found it.** Vendors that leave behind trash, boxes, etc. at the end of the night may not be asked to participate at future Markets.

Additional note to all food vendors – **The event trash cans CANNOT BE USED TO DISPOSE OF GREASE.** Food vendors must provide their own receptacle for grease (or other food waste) and dispose of it off-site. Again, vendors that are found to violate this rule will not be asked to participate in future Markets.
- 8. Bathrooms:** There will be a collection of outdoor bathrooms on N MLKD Drive, northwest of Wisconsin Avenue. A second collection of outdoor bathrooms will be located on the southwest side of 2nd Street, south of Wisconsin Avenue.
- 9.** Vendors must furnish their own change, tables, tent weights, chairs, display materials, signs, etc. Tents will not be provided, so vendors must bring their own or be prepared to vend without one.
- 10. Speakers/Microphones:** Out of courtesy to neighboring booths, as well as the DJs and performers scheduled during the night, we ask that vendors do not play loud music or use microphones at the Market.
- 11.** Vendors are not permitted to arrive late or leave early. In consideration for other vendors and patrons, vendors should not break down their booth before 10PM. If there is a situation where vendors sell out of goods, they can place a sign and leave their booth, but cannot load out until 10PM.
- 12. Vendor fees are non-refundable.** In an effort to promote the longevity of this event it is imperative Westown Association creates a dedicated revenue stream to cover the costs of running the Market. The primary income base is dependent upon vendor fees, sponsor contributions and beverage sales. We want to make sure the Market can be sustained for years to come.
- 13. Weather:** In the event of forecasted inclement weather, the Market may be cancelled to protect participants and their businesses. In the event of a cancellation due to forecasted inclement weather, vendor fees will be retained by Westown for the sole means of covering costs of the Market that are unrecoverable to the organization. Westown also reserves the right to end the Market early due to inclement weather if conditions become unsafe for vendors or attendees. We appreciate your understanding in advance. A rain date is secured for October 2, however this date will only be used if the event is completely cancelled before noon the day of. *Westown Association reserves the right to cancel or shut down the Night Market at any time for any reason including, without limitation, inclement weather, public health crises, or other causes beyond Westown Association's control. Vendor fees will not be refunded in these cases due to outlaid costs.*

- 14. Absences:** Vendors are expected to be at every Market they are confirmed for. If you are no longer able to attend, please notify Market staff in advance, so we may fill the spot with a vendor from the waitlist. Westown staff will keep track of attendance for all vendors, and unexcused absences will be taken into consideration when selecting vendors for future Markets.
- 15. Promotion:** Be sure to tag @mkenightmarket on Facebook, Twitter and Instagram when promoting the event! Please also share any news stories or information about your business that we can promote in our newsletters and on social media.
- 16.** Temporary event vendors must have a Wisconsin seller's permit unless their sales are exempt from sales and use tax. Sellers may apply for a Wisconsin seller's permit at tap.revenue.wi.gov/btr.
- 17.** Westown Association is required "to identify all vendors selling at the operator's temporary event in Wisconsin" per sec. 77.52(19) and 73.03(38), Wis. Stats., and sec. Tax 11.53 and 11.535, Wis. Adm. Code. If you have not submitted the section on your Vendor Agreement form titled "Temporary Events Form S-240," **we must have this information for you to be able to participate in the event.** Please review [this handout](#) for more information.
- 18.** If vendors sell something that requires a permit, it is their responsibility to obtain that permit.
- 19.** All prepared food items must be prepared in a kitchen licensed by the State of Wisconsin unless exempt under Wisconsin Act 101-The Pickle Bill.
- 20.** Food vendors must also have a Temporary Event Food Dealer License from the City of Milwaukee, Office of the City Clerk, License Division. Call 414-286-2238, email license@milwaukee.gov or visit their office at 200 E Wells St. Room 105 for more information.
- 21.** Each vendor is responsible for any insurance coverage for the protection of the vendor and each vendor is liable for any damages.
- 22.** The vendor assumes responsibility to pay all federal, state and local taxes, duties or assessments that may be levied or imposed on the vendor's operation, services, transaction, revenue and property.
- 23.** Vendors agree to protect, indemnify and hold harmless that Westown Association, event sponsors, Milwaukee County and the City of Milwaukee from and against any and all causes of actions, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of the use of any rented or occupied Market space or in connections with any action or omission of the renter who shall defend the Westown Association, event sponsors, Milwaukee County or the City of Milwaukee in such cause of action or claim.