

2026 BROOKFALLS FARMER'S MARKET



LOCATION

17000 W. Capitol Dr.
Lower level parking lot

SUNDAYS

10am - 2pm

MAY 3 - OCT 25th

APPLICATION DUE

Deadline: MARCH 30th

MARKET RULES AND REGULATIONS

All items sold by vendors or their employees must be made or produced by the vendor that sells them. Products sold must be listed on this application. Resale, repackaging or relabeling is not permitted.

PRODUCTS & FOOD SAFETY

All food vendors are responsible for compliance with all applicable city, county, state and federal regulations and licensing concerning health, packaging, labeling and taxes. Vendors selling products by weights must use an accurate scale. All pickle bill and home bakers must comply with Department of Agriculture, Trade, and Consumer Protection (DATCP) rules including labeling and signage.

Home-Canned Foods: https://datcp.wi.gov/pages/programs_services/fshomecannedfoods.aspx

Licenses and Homemade Baked Goods: https://datcp.wi.gov/Pages/Licenses_Permits/HomeBakers.aspx

Waukesha County Health Department Contact — Environmental Health Sanitarian

262-896-8300

*Leave a message and you will get a call back

Department of Agriculture, Trade, and Consumer Protection (DATCP)
608-224-4923

MARKET CONTACT

Director of Operations: Lori Hill

262-758-5118 | brookfallsfarmersmarket@gmail.com

ABSCENSES

Notify market manager with at least 48 hour notice so we may offer the spot to a waitlisted vendor. If three times no call, no show, vendor may be removed from market with one week notice at the discretion of market staff. Market fees are non-refundable.

SET-UP & TAKE-DOWN

Vendors must be set-up and ready for sales by 9:45am on market days - product pricing and vendor contact information must be clearly listed for customers. Stalls must be cleaned up by 3:30 pm. No trash or debris (organic or inorganic) will be left or vendor will no longer be able to participate in the market and no refund will be given. Vendors must leave their area in the same

or better condition than when they arrived. Stalls with no vehicle: Vehicles must be removed by 9:30 am and must wait until 2:15 to drive

USDA SNAP | EBT QUEST

Approved items may be purchased with market tokens or WIC checks. Tokens are in \$1 and \$5 increments though change may not be given. Approved items: Fruits, vegetables, meat, dairy, breads, cereals, snack foods, non-alcoholic beverages, seeds and plants which produce food. Non eligible items: vitamins, nutritional supplements (has supplementals food label), live animals, foods that are hot at the point of sale, pet foods, cleaning supplies, hygiene items, and cosmetics. Not accepting for eligible items or accepting for unapproved items may result in vendor being removed from the market.

<https://www.fns.usda.gov/snap/eligible-food-items>

MARKET TOKENS

Credit and debit card services are provided at the Market Information Booth. Change must be given. Reimburse tokens at the Market Information Booth during market hours.

WEATHER

Market operates rain or shine except in instances of extreme weather including predicted wind gusts over 20mph or lightening thunderstorms at the discretion of Market Staff. Vendors will be notified by 6am the morning of the market or earlier if the market will be cancelled due to extreme weather. By request vendors may vend from indoors on outdoor cancellations days on a first call basis with limited spots available.

DAMAGES

Vendors who cause damage to the space or other vendor products due to gross negligence or strict and exceptional violation of the rules and regulations will be held financially responsible for those repairs on a case by case basis.

PROHIBITED USES

Vendor agrees to treat market administration, manager, volunteers and other Vendors and Vendor Spaces with respect. This includes, but is not limited to using respectful language, asking questions before stating accusations, not moving or touching other vendor products without their explicit consent except for emergency situations or to prevent damage to others products and being kind and considerate of one another.

Vendor shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Building Vendors or injure or annoy them or use or allow their space to be used for any improper, immoral, unlawful, or objectionable purpose; nor shall Vendor cause, maintain or permit any nuisance in, on or about the Premises. Vendor shall not commit or allow to be committed any waste in or upon the Premises.

HOLD HARMLESS

Vendor and Brookfalls Farmer’s Market Parties shall indemnify and hold each other harmless against and from any and all claims arising from Vendor's use of the Retail Space or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Vendor or Brookfalls Farmer’s Market Parties in or about the Premises, and shall further indemnify and hold harmless each other against and from any and all claims arising from any breach or default in the performance of any obligation on Vendor's or Brookfalls Farmer’s Market Parties' part to be performed under the terms of this Agreement, or arising from any act or negligence of the Vendor or Brookfalls Farmer’s Market Parties, or any officer, agent, employee, guest, or invitee of Vendor or Brookfalls Farmer’s Market Parties, and from all costs, attorney's fees, and liabilities, incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding brought against Vendor or Brookfalls Farmer’s Market Parties by reason of such claim, Vendor or Brookfalls Farmer’s Market Parties upon notice from the other shall defend the same at the other's expense. Vendor or Brookfalls Farmer’s Market Parties, as a material part of the consideration to the other hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Brookfalls Farmer’s Market Parties' or Vendor's negligence; and Brookfalls Farmer’s Market Parties and Vendor hereby waives all claims in respect thereof against each other. Brookfalls Farmer’s Market and Vendor shall give prompt notice to each other in case of casualty or accidents in the Premises.

VENDOR SIGNATURE

(Legal Name of Company)

(Role at Company)

(Printed Name)

(Signature)

BROOKFALLS FARMER'S MARKET



2026 APPLICATION

BUSINESS NAME: _____

OWNER NAME: _____

MAILING ADDRESS:

ADDRESS WHERE PRODUCTS GROWN OR MADE:

WIC CERTIFICATION NUMBER:

EMPLOYEE NAMES AND PHONE NUMBER:

SELLER PERMIT: _____

FEIN: _____

SALES TAX EXEMPTION CODE: _____

COMPLETE LIST PRODUCT OR SERVICE OFFERINGS:

HOME KITCHEN | **COMMERCIAL KITCHEN**

WEBSITE: _____

SOCIAL MEDIA: _____

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BUSINESS NAME: _____

FULL SEASON (\$350)

ALTERNATING WEEKS (\$220) (CIRCLE ONE) **1ST & 3RD | 2ND & 4TH**

DAILY (\$25) (CIRCLE ALL THAT APPLY)

MAY 3 MAY 10 MAY 17 MAY 24 MAY 31

JUNE 7 JUNE 14 JUNE 21 JUNE 28

JULY 5 JULY 12 JULY 19 JULY 26

AUG 2 AUG 9 AUG 16 AUG 23 AUG 30

SEPT 6 SEPT 13 SEPT 20 SEPT 27

OCT 4 OCT 11 OCT 18 OCT 25

WITH VEHICLE (\$50). **VEHICLE SIZE** _____

* *ELECTRICITY NOT AVAILABLE. MUST USE AN INVERTER GENERATOR.*

DISCOUNT -\$100 FULL SEASON PER BOOTH FOR RETURNING VENDORS

TOTAL DUE: _____

Make checks payable to **"Farmer's Market TO GO LLC"** and drop off in person 10-6pm daily or mail to:

**Farmer's Market TO GO
17000 W. Capitol Dr. STE 2
Brookfield, WI 53005**

***CARD PAYMENT is accepted. Request link to pay by card. 3% fee applies.**



ADDITIONAL REQUIRED DOCUMENTS

1. Form S-240 (Below)
2. Applicable Food licensing
3. Three separate COI's listing Farmer's Market TO GO, landlord and US Bank as additionally insured using the following addresses.

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Farmer's Market To Go LLC 17000 W. Capitol Dr. #2 Brookfield, WI 53005	Desotell Company LLC PO Box 28381 Scottsdale, AZ 85255	US Bank 16900 W. Capitol Dr. Brookfield, WI 53005
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FORM S-240

Part C: Vendor Information

If the vendor does not have a Wisconsin seller permit number and claims their sales are tax exempt, enter the exemption code number provided by the vendor.

- | | |
|--|--|
| 1 - Exempt sales only or display only | 3 - Nonprofit occasional sales exemption |
| 2 - Multi-level marketing company pays sales tax | 4 - Exempt occasional sales |

Wisconsin Seller's Permit Number (15 digits starting with 456)		SSN (last 4 digits)	FEIN (last 4 digits)	Exemption Code
456- - - - -				
Legal Business Name (if not sole proprietor)		Doing Business As (DBA) Name (if applicable)		
Vendor/Contact Name (Last)		Vendor/Contact Name (First)		Vendor Phone Number
Mailing Address			Email Address	
City	State	Zip	Multi-Level Marketing Company (if claiming Code 2 above)	