

Downtown Janesville Inc. Vendor Policies & Procedures

Absence Policy & Procedure –

- a. It is understood that you will be attending all events as noted on the vendor application. If a change needs to be made, vendors are to email or call the Managing Director at 608-371-7826 or info@downtownjanesville.com at least 3 days prior to the event you will miss.
- b. Emergency Absence - An emergency is an unforeseen, unplanned situation such as a death in the family, funeral or medical emergency. The Managing Director may grant you up to two (2) emergency absences.
- c. Poor weather is not an excused absence. If there is severe weather threatening on the day of an event, the Managing Director will decide based on local and state weather resources whether to cancel earlier in the day.
 - i. Vendors will be notified by email of a cancellation.
 - ii. Cancellations will be posted on the DJI Facebook page and Instagram page.
- d. After two (2) unexcused absences from events, vendor status will be reviewed by DJI vendor committee and Managing Director. If a third absence occurs, vendor status is subject to termination.
- e. All vendor fees are non-refundable, unless cancellation notice is provided no later than 60 days prior to the event.

Setup Requirements -

- a. Vendors must arrive a minimum of one hour prior to the event begins, unless otherwise specified to be earlier due to event logistics, road closures, or other circumstances that will be disclosed by the Managing Director.
- b. Vendors must furnish their own setup such as tents, tent weights, tables and chairs, and extension cords.
- c. Staking is prohibited unless approved by Managing Director.
- d. All tents or objects MUST be secured by a minimum 25-pound tent weight on each leg. The vendor is responsible for damage done by their tent or any other items.
- e. If the vendor has a conflict that consistently prevents them from being able to set up on time, the vendor may be removed as a vendor from the event without a refund of fees.
- f. Electricity is not guaranteed to be provided and must be disclosed in the vendor application if electricity is needed. All food trucks are required to have a quiet generator. Per City of Janesville ordinance, generators must not be audible beyond the immediate vendor setup. Vendors agree to use a low noise or inverter generator only.

Event Closing -

- a. All items provided by the vendor, as well as any trash at the end of any event produced by the vendor must be removed no more than 1 hour after the event has concluded or sooner depending on the reopening of road closures.
- b. Vendors must NOT discard trash of any kind in or around trash receptacles including business dumpsters and city trash cans.

Downtown Janesville Inc. (Revised 4/19/2024)

- c. Vendors will not be allowed to leave prior to the event closing time. If a vendor has an emergency and needs to leave, please contact the Managing Director for options/an exception.
- d. If a vendor sells out of a product early, they are required to stay in their space and should post a “sold out” sign until the close of the event.
- e. No vehicular movement is allowed before the end of the event.

Code of Conduct -

- a. Vendor participants as well as their employees shall conduct themselves in a pleasant and courteous manner towards all event patrons, volunteers, and staff. Threatening behavior, both verbal and physical, and acts of violence at any event, office or by electronic means will not be tolerated. Hate speech or symbols and acts of discrimination are considered to be threatening and violent. Any person who engages in this behavior shall be warned and/or removed from the premises.
- b. The vendor agrees to not engage in any actions on social media that could be construed as defamatory towards Downtown Janesville Inc. or any individual, entity, or competitor.
- c. Downtown Janesville Inc. reserves the right to terminate the agreement with the vendor if the vendor engages in repeated or egregious acts of defamation on social media, with or without notice, and without liability for any damages incurred by the vendor.

Alcohol Vendors & Alcohol Sales - (Brewery, Winery, Distributor)

- a. A separate agreement between a brewery, winery, or distributor must be signed determining product quantity requirements per event, as well as an explanation of price per unit agreed upon between DJI and the alcohol vendor for DJI to resell.
- b. Per city of Janesville ordinance and Temporary Class B permit, Downtown Janesville Inc. is responsible for serving and selling all adult beverage products.
- c. DJI is responsible for checking ID’s and securing wristbands on patrons.
- d. DJI is responsible for overseeing all alcoholic beverage sales and maintaining cash boxes.
- e. Alcohol vendors must deliver products no later than 1 hour prior to the event and remove all products no later than 1 hour after the event has concluded unless an agreement has been made and approved by DJI for obtaining the product.
- f. Alcohol vendors must provide a product list and descriptions of products ahead of time.
- g. Product must be delivered cold and be able to maintain its appropriate temperature for the duration of the event (via trailer or coolers with ice provided by vendor).

General Requirements -

- a. Products - All sellers must abide by and all products must comply with all applicable federal, state and local regulations. Violations are subject to disciplinary action, including event expulsion.
- b. Vendor booths, selling space, signage and vehicles must not extend beyond allotted boundaries of the stall space without prior approval. Display and selling techniques must not impair other vendors’ ability to sell, nor create a hazardous situation for customers.

- c. Prohibited Items – the sale of alcohol, drugs and animals is prohibited. The Managing Director is authorized to interpret the existing event rules and to approve or disapprove products.
- d. Inspections – Downtown Janesville Inc. has the right to conduct an inspection of the production areas of products sold by a vendor at an event. No notification is necessary prior to inspection.
 - i. It is the responsibility of the vendor to abide by the Health Department guidelines concerning the vending of products.
 - ii. If any vendor is deemed to be in violation of health codes pertaining to products, they will no longer be able to sell at the event and the proper regulatory agencies will be notified.
- e. Licenses, Permits and Insurance
 - i. It is the responsibility of the vendor to obtain all licenses and permits required for the sale of their products.
 - ii. All vendors are required to hold their own insurance to protect themselves from any incidents that may occur at the event. Please list Downtown Janesville Inc. as additional insured and send us a copy.
- f. Noise and Fumes – No loud or disturbing noises shall be made, or action taken on the event grounds that will interfere with the rights, comfort or convenience of other vendors or the public. This includes but is not limited to: stereos/speakers, vocal solicitation, selling/promotion outside of the designated space, etc.
 - i. Generators MUST be whisper quiet generators.
 - ii. No open fires, charcoal grills, propane grills, or propane heaters are permitted without prior approval.
 - iii. All food trucks must have a fire extinguisher present
- g. Parking
 - i. Downtown Janesville Inc. does not provide or guarantee parking near the event grounds.
 - ii. Vendors must follow the posted signage for available parking spaces in surrounding lots or on surrounding streets. It is highly recommended that nearby parking be left for attendees of the event.

Event Policies and Violation Procedures – if any of the above rules are violated, the Managing Director will pursue the following steps.

- a. First Violation – verbal warning and documented with Managing Director
- b. Second Violation – written warning and documented with Managing Director
- c. Third Violation – termination from DJI event
- d. The Managing Director has the right to expel any vendor from DJI events at any time at their discretion.

Marketing - Downtown Janesville Inc. may feature the vendor brand via promotion on social media and other marketing outlets.

Vendor required to provide the following -

- Pay applicable vendor fees (Mail check made out to “Downtown Janesville Inc.” to PO Box 8081 Janesville, WI 53547 or venmo @downtownjanesville. Please note in the payment description what events the fees are for.)
- Proof of liability insurance (List Downtown Janesville as additional insured)
- Copy of Wisconsin Seller's Permit
- Copy of Food Permit from the Wisconsin Dept. of Health and Family Services (If applicable)
- Proof of non-profit organization's non-profit status (if applicable)

Vendor Waiver -

I release Downtown Janesville Inc. and all its agents and representatives from any liability whatsoever for loss, damage, theft, or defacement of any property displayed or used in connection with my display at any DJI events, nor will I be a party to any legal action against Downtown Janesville Inc. and its agents and representatives.

By signing this Agreement, I agree to abide by the code of conduct and all other policies and procedures stated above.

Signatures: Both parties acknowledge their acceptance of the terms and conditions outlined in this agreement by signing below:

[Nonprofit Organization Name] Signature: _____ Date: _____

[Vendor Name] Signature: _____ Date: _____