



2019 Roll Up Door Rules and Regulations

Read these rules carefully before submitting an online application. Keep a copy for your records, as these rules are part of your stall license agreement. When an application is submitted online, it is considered your agreement and acceptance of these rules and regulations. Failure to observe these rules may result in fines, suspension or termination of your license to conduct business at Findlay Market. If you have questions about these rules, please contact the District Manager, at 303-725-2461.

Roll Up Doors Hours of Operation:

- Tuesdays 9AM to 6PM
- Wednesdays 9AM to 6PM
- Thursdays 9AM to 6PM
- Fridays 9AM to 6PM
- Saturdays 8AM to 6PM
- Sundays 10AM to 4PM

Roll Up Door Vending Categories

Producer/Grower: Growers who cultivate fruits and vegetables, harvest wild fruits etc. from your farm, or grow landscaping plants, vegetables, and herb plants.

Mobile Food Sales: If you sell potentially hazardous foods such as processed poultry, beef, pork etc. eggs or dairy products such as cheese, you must apply with your local health officials or the state officials where you will do business (if you are out of state), and receive a mobile food license. Contact the appropriate health official for specific regulations and procedures.

Food items are broken down into categories:

- **Items Cooked on Site:** If you are selling food items that are cooked at the market, you must seek approval from the health department first. Once all permits are approved and filed, you may sell at the market. All vendors selling foods cooked on site must have a fully inspected and operational A-B-C fire extinguisher in their stand at all times.
- **Ready-to-Eat:** Cookies, pies, granolas, dried fruits, cakes, pies breads etc. are ready to eat foods. Whether home or commercially produced, all required permits must be filed with the registration.
- **Beverages:** Canned sodas, bottled waters may be sold without health permits. Beverages that are prepared such as coffee, tea, lemonade etc. must be prepared on site in accordance with all health requirements.

Cottage Food Producer: Food items that you prepare in your home are exempted from many state laws concerning their sale. Contact the city health official for further information. You must file the Cincinnati Health Department Environmental Health Unit Food Safety form with the Health Department and with market management. Contact the Health Department at 513-564-1751 for details.

Arts and Crafts: These include soaps, essential oils, jewelry, pottery, carvings, garden accessories, textiles, and hand crafts made by the vendor.

Retail/Reseller: Products that are not made by the vendor but that are sold by the vendor are retail. Used items are also retail but must be marked as used.

Findlay Market makes concerted efforts to be a "Makers Market." Currently, there are no opportunities for expanding reselling or franchised businesses at this time in the Outdoor, Farmers Market, and Roll Up Door areas of Findlay Market.

General Rules

Management: The District Manager and his or her designees are responsible for space assignments, public health and safety, and the interpretation and enforcement of the market's rules.

Registration/Application: There is a \$25 non-refundable registration fee for new part-time and seasonal vendors and \$20.00 for returning vendors. All registrations are handled online at the Manage My Market website (www.managemymarket.com). All vendors must apply to sell at Findlay Market, every year, regardless of application status any previous year.

- Vendors will create a profile for their business including contact information, confirmation of attendance dates, and product list. Returning vendors should take the time to update, revise, and complete the product list and contact information. Vendor applications are for the space to operate a single business; at no point are multiple businesses, vendors or people to operate in a single space.
- Registration fee payment can be made by mailing a check or money order to The Corporation for Findlay Market (CFFM). Rental fees must be received at least seven days prior to the first day you come to market. Day only vendors must pay their fee in advance of set-up on the day they come to market. Please refer to the manage my market website.
- Completing and submitting an application, acknowledges that the vendor is subject to a facility inspection by appointment within 7 days of a request by the market manager. Every effort will be made to inspect each vendor every year.
- Application review and processing may take up to 8 weeks. Vendors who have applied and/or are waitlisted can view status changes at the Manage My Market website or call the District Manager anytime.
- Returning vendors must settle all outstanding debts— for rent, utility bills, and/or special event set up fees—before applications will be considered.

Hours of Operation: Accepted rollup door vendors are expected to be at market each day as outlined below.

- Roll Up Door Vendors will be open for business during the mandatory hours of operation, and open on a continuous basis for 52 weeks per year, unless vendor has the advance written consent of District Manager to the contrary. The District Manager, at their sole discretion, shall permit vendor to close for vacation, provided that vendor schedules the closing in advance and provided that the vacation is no longer than one week.
- Vendor shall have the premises open for business to the public and shall continuously operate the premises, fully staffed and fully merchandised with full product selection during the required hours of operation as noted here:
 - Tuesdays 9AM to 6PM
 - Wednesdays 9AM to 6PM
 - Thursdays 9AM to 6PM
 - Fridays 9AM to 6PM
 - Saturdays 8AM to 6PM
 - Sundays 10AM to 4PM
- Any violations of this will be handled as follows:
 - Initial written warning on first offense
 - Any repeat violation within 90 days will result in \$25 fine/violation/day.
 - Three fines within one month will result in suspended license for one or more days.
- **Force majeure: In the unlikely event of a market cancellation (due to severe weather, including but not limited to tornado, hail, flash flood, or severe blizzard, etc), all market vendors will be notified in advance, and will not incur any penalty for non-attendance. (See Snow Emergency Protocol in Appendix II.)**

Payment: All fees are non-refundable. Returning vendors must settle all outstanding debts—for rent, and/or utilities—before applications will be considered.

- Monthly rent will be paid on or before the first of the month. CFFM will issue invoices via Manage My Market on or before the 1st of the month for that month’s advance rent payment. At the discretion of the District Manager, late payments may incur an additional \$20 fee per month if received after the fifth day of the month.
- Vendors may pay by credit card/PayPal account, check, electronic bill pay, or money order (order of preference). Payments are payable to The Corporation for Findlay Market (CFFM). Returned checks will result in additional charges and/or the reduction, suspension, or revocation of your market space.

Assigned Location: You may conduct business only at your assigned location. Stall assignments and license agreements are not transferable. Vendors may not sublet their space in the market. Stall assignments are made, and are subject to change, at the sole discretion of the District Manager or his/her designees.

Temporary Occupancy: Vendors are permitted to conduct business at their assigned location only during specific market operating hours as determined by the District Manager. Roll Up Door space assignments are yearly, with no right or expectation of renewal of any space assignment after the timeline of the lease. Please refer to the Temporary Use Lease Agreement.

Products for Sale: Vendors list specific products they intend to sell when completing the online market application. Application acceptance locks in that product list for the season. Changes must be discussed with the market manager and are subject to the sole discretion of the market manager; at no point will vendors be allowed to sell additional products without approval. **When in doubt, stick with your core business.** Failure to adhere to this rule may result in fines or immediate suspension of assigned space.

Insurance: Vendors are required to carry \$1 million in general liability insurance. Vendors who sell food (including fruits and vegetables) or body care products must carry at least \$1 million in product liability insurance, in addition to general liability insurance. The Corporation for Findlay Market must be named as a Certificate Holder on a **Certificate of Insurance (COI)** and stated as an “Additional Insured” in the description box of the COI. A COI is the only proof of insurance that will be accepted, and the COI must be on hand before the first day of set-up. The COI can be emailed to the District Manager, mailed, faxed, delivered by hand, or uploaded at the Manage My Market site. Please do not submit your entire policy document, and please do not submit a COI that has been filled out by hand.

Licenses and Certifications: Vendors are required to provide copies of all licenses and certifications pertaining to the operation of their business at Findlay Market (e.g. Health Department License, Certified Organic) for our records. The documents can also be uploaded on Manage My Market.

Parking: Preferably, vendors will only bring one vehicle to the market district on Saturdays and Sundays. Vendors and their employees are prohibited from parking in the north parking lot.

Unloading: Vendors must unload their vehicles and immediately move them to allow access by other vendors. Do not leave vehicle unattended on Elder Street or stop to set up until your vehicle has been moved from the street. *All vendors are expected to treat others courteously and with respect during morning unloading and afternoon loading. Any vendors known to treating other vendors with hostility during the loading and unloading process, or any vendors who knowingly block or antagonize other vendors throughout the loading and unloading process, may result in a \$25 fine.*

Equipment: You must provide all of your own chairs, tables, and display equipment. Market-owned furniture is reserved for customers and may not be used by vendors. Equipment owned by Findlay Market but used by vendors is offered as is, and will be maintained by the vendor.

Signage: A sign identifying the name of the business must be prominently displayed. Prior to commencing sales, prices for all items must be visibly posted. Vendors should hang signs from the outdoor awning corresponding to their vendor space and hanging within the stall space. Vendors should invest in professionally designed signage, made of sturdy materials. Signage must be approved by the District Manager before display.

Sanitation: Operate your stand in a safe and sanitary manner. If you sell readily consumable items, you must provide a waste receptacle for used wrappers, napkins, and utensils. Keep the sales area clear of debris. Edible products may not be stored or displayed on the ground.

Clean-Up, Trash and Recycling: Clean your stall and remove all refuse from it at the end of the sales day. Recyclables and trash may be disposed in the market's recycling and trash facilities. Failure to clean your stall or remove debris will result in a cleaning fee of \$25, and will be charged at the District Manager's discretion.

Honest Trade: Vendors must, at all times, conduct business fairly, honestly, and legally. All products sold must be legal, truthfully identified, and properly labeled. Products may not be misrepresented. Fraudulent, dishonest, or deceptive practices are prohibited and may result in suspension or expulsion. Vendors must accurately weigh and measure all products sold by weight or measure using certified scales (for all sell-by-weight transactions) inspected and sealed by the Ohio Department of Consumer Affairs and approved by the Hamilton County Office of Weights and Measures. The use of false packs, or the concealment of poor product beneath a topping or facing of better product, is prohibited.

Legal Operation: Vendors are individually responsible for conforming to all city, state and federal laws, including the securing of any licenses required, paying any taxes due in connection with the operation of their businesses and compensating employees in a timely manner. All products sold at Findlay Market must be legal for retail sale. No stolen, pirated, bootleg, or counterfeit goods may be sold. Products in violation of Findlay Market rules, or city, state or federal law, may be removed by the District Manager.

Respectful Operation: Signs, displays, equipment, and noise levels must be managed so as not to interfere with the conduct of business by nearby vendors. Keep your setup within the space assigned to you; at no time should your operation or equipment extend into adjoining spaces.

Courteous Behavior: Findlay Market is a family friendly environment. Vendors must be courteous at all times. Profanity is prohibited by municipal code. Vendors may not operate under the influence of drugs or alcohol. Disagreements with other vendors, managers, and customers must be handled in a civil manner; vendors are encouraged to request assistance with arbitration from the District Manager. If you threaten or engage in a loud confrontation with a customer, vendor, or member of the market staff, the police will be called, and you will risk removal from the market.

Pop Up Tents: Rollup vendors in good standing (defined as being current on all rent and utility payments, other criteria subject to the discretion of the District Manager) may apply for Pop Up tent space on Elder Street, Essen Strasse, Pleasant Street, or the Race Street Esplanades. Applications for such supplemental space will only be considered if product offerings clearly differentiate the spaces, and both remain activated throughout the entirety of the market day. Vendors may not use Pop Up spaces to sell products previously available in their Rollup spaces.

Hawking: Hawking is not permitted. It is a violation of municipal code to "utter loud cries for the purpose of soliciting trade, or to solicit business from other city market tenants by making public statements in the city market about the quality or value of the products or goods of the city market tenants."

Generators: Generators are not permitted.

Pets: Vendors must not bring pets into their selling area for health and safety reasons.

Amplified Sound: Amplified music is permitted at vendor stalls during market hours, provided that music played is at an appropriate volume as agreed to by the District Manager, and does not generate customer or vendor complaints. The District Manager reserves the right to restrict amplified music within the Roll Up Doors, and the rest of Findlay Market.

Smoking: Smoking, and/or the use of e-cigarettes/vaping is not permitted in the Farmshed, on the esplanades, in the roll-up doors, or within 25' of any entryways to the market house and surrounding stores. This is a state health ordinance. Vendors

who sell food are not permitted to smoke in their sales or prep areas. Violations will result in a \$25 fine, and may result in expulsion from the market.

Product and Sales Rules Specific to Rollup Vendors

Loading and Unloading – Commercial Trucks:

- There will be no loading or unloading of commercial box trucks, semis, etc on the weekends directly on the Market Square.
- Trucks may not block fire hydrants at any time.
- Commercial trucks may not re-enter the Market Square until 6pm on Saturdays and 4pm on Sundays.

Loading and Unloading – Autos, Vans, and Pickup Trucks: Vehicles are permitted on Elder Street during limited time periods. Make sure that you unload quickly and remove your vehicle, then return and set-up your space. Loading times are as follows:

Saturdays:	Unload before 7:30AM	Load and Leave after 6:00PM
Sundays:	Unload before 9:30AM	Load and Leave after 4:00PM
Weekdays:	Unload 9:30-10:00AM	Load and Leave after 6:00PM

What Products May Be Sold: Vendors may sell a wide variety of items at the market. All items must be produced or crafted by the seller. Products can be baked goods, jams, jellies, sauces, ready to eat foods, arts and crafts, retail items such as jewelry, cosmetics, soaps etc. There are currently no reselling or franchise opportunities at Findlay Market.

Opening & Closing Rollup Doors:

- Doors will be opened if and only if outside temperatures are at or above 50°F, typically from Reds Opening Day, to Thanksgiving.
- When the doors are closed, vendors are required to create passageway closest to the inside of the Roll Up door that is 42” in width to comply with ADA accessibility and for fire code safety.
- The District Manager and his/her designees may require doors to be open or closed at any point of the year based on weather conditions or other factors.
- Failure to follow the direction of the District Manager on operation of the doors may result in fines or loss of space.

APPENDIX I

Guidelines for Street Entertainment at Findlay Market

Musicians/buskers are welcome to perform at Findlay Market in assigned spaces at assigned times, in accordance with the following rules. Other street entertainment may be considered upon request after audition.

1. Beginning at 8:00AM on Saturday and 10:00AM on Sunday (within reason, depending on the schedule of the Market Center employee), musicians may sign up for one-hour timeslots in the registry in the Market Center. Buskers may perform in approved locations, only, and—depending on programming at Findlay Market—not all locations will be available every time.
2. Musicians are limited to performing for one hour at a time at a particular location at Findlay Market. Musicians will not be permitted to play in the same space consecutively (ie: for over one hour), regardless of whether or not another musician is scheduled for the same space the succeeding hour. However, musicians are permitted to sign up for one hour in one space and the following hour in a different location.
3. All musicians must register and receive an assigned location in a designated space.
 - At the North Tower Door: in the space south of the breezeway benches, but between vendor stalls, and not in front of the North Tower Door so as to block traffic in and out.
 - At the South Tower Door: in the space north of Pleasant Street's intersection with Essen Strasse, but between the vendor stalls, and not in front of the South Tower Door so as to block traffic in and out.
 - At the Race St. and Elm St. Esplanades: positioned near Essen Strasse, so as not to be in the way of any vendors, customers entering and/or exiting Findlay Market at the sidewalk, and/or customers sitting at the red tables and chairs located at the Esplanades.
 - Performers are required to move to a new assigned location after 60 minutes, and may perform at Findlay Market for no more than three hours per day.
4. Amplification will not be permitted, with the exception of keyboards, provided the volume is set at a volume deemed appropriate by the District Manager. Due to their natural amplification properties, horns—brass, woodwind, or otherwise—are required to receive express approval from the District Manager before being permitted to perform.
5. Musicians are required to have enough material for a whole hour of performance. Playing the same song or songs in repetition will result in the musician being asked to stop playing short of a complete one-hour set, and will likely lead to the musician being banned from performing at Findlay Market for the remainder of the season.
6. While musicians are permitted to busk for tips, musicians will not be permitted to panhandle or request payment for playing.
7. No signs other than those identifying the musician or group will be allowed.
8. Musicians will respect other musicians while they are performing. While musicians are performing, they will respect surrounding vendors and merchants. If asked to create more space between the musician and a vendor's stall space, the musician will comply.
9. Musical performances at Findlay Market occur at the discretion of the District Manager, or their designee. By signing up for a time and place to perform at Findlay Market, musicians agree to abide by any decision made by the District Manager or their designee. Musicians—or their representative(s), when underage—who are disrespectful or rude to Findlay Market staff, vendors, or the public may be banned from Findlay Market.

APPENDIX II
Snow Emergency Protocol

Snow Emergencies are declared at the county level, by the Sheriff. There are three levels of Snow Emergency that may be declared, with each level having a different impact on operations at Findlay Market.

LEVEL 1: Roadways are hazardous with blowing and drifting snow. Roads may also be icy. Motorists are urged to drive very cautiously. **Market is fully open.**

LEVEL 2: Roadways are hazardous with blowing and drifting snow. Roads may also be very icy. Only those who feel it is necessary to drive should be out on the roads. Contact your employer to see if you should report to work. Motorists should use extreme caution. **Market is open, but individual businesses open at their discretion.**

LEVEL 3: All roadways are closed to non-emergency personnel. No one should be driving during these conditions unless it is absolutely necessary to travel or a personal emergency exists. All employees should contact their employer to see if they should report to work. Those traveling on the roads may subject themselves to arrest. **Market is closed.**

Authority of the District Manager

1. All space assignments are made at the sole discretion of the District Manager. Space assignments may be changed from year to year by the District Manager.
2. The District Manager has sole authority for determining which products may and may not be sold at Findlay Market.
3. The District Manager is the final authority for settling disputes with and between vendors.
4. The District Manager may remove a vendor for violating market rules.
5. The Market Rules and Regulations can be amended at any time. Existing vendors will be given a 30 day notice of any changes. If a change is required to protect public health and safety, notice of the change will be given immediately and vendors will be expected to comply immediately.

Acknowledgement and Signatures

I have read the rules above and I agree to abide by them.

Vendor Signature: _____

Date: _____

District Manager: _____

Date: _____

LICENSE AGREEMENT

In consideration for and as a pre-condition to the undersigned (“Licensee”) obtaining from The Corporation For Findlay Market of Cincinnati (“CFFM”), the Ohio non-profit corporation responsible for managing historic Findlay Market (the “Market”), the temporary right to use space in the roll-up doors along north Elder Street in the Market, Licensee agrees to the following terms and conditions:

1. Term: The term of Licensee’s right to occupy space within the Roll Up Door Vending Areas will be for a period of one year commencing April 1, 2019 and ending March 31, 2020. Licensee agrees that it has

- a. no expectation that the term will be extended or renewed, and
- b. no right to a specific location from year to year, regardless of how many times or for how long it has occupied a given space. All space assignments are in the sole and absolute discretion of CFFM.

2. Fee: Licensee agrees to pay the fee listed in the Fee Schedule published by CFFM for the specific space to be occupied by Licensee. Licensee may, with CFFM’s permission, pay fees in advance, but doing so does not establish any right of occupancy longer than one year. If Licensee’s right to use the space is terminated prior to exhausting any fees paid in advance, the excess amount will be refunded to Licensee.

3. Use of Premises: Licensee will use space allocated to it only for commercial retail purposes, and to sell only the specific products for which it obtains pre-approval from CFFM. Licensee acknowledges that all spaces within the roll-up door area are open to the public and are not climate controlled. Licensee agrees that use of any space in the roll-up door area is at the sole risk of Licensee. Licensee is solely responsible for taking precautions against theft, damage or other loss of its products, equipment and other personal property, and for personal injury to Licensee, its employees, representatives and customers. Licensee agrees to save, hold harmless and indemnify CFFM and the City of Cincinnati, their employees, directors, officers, representatives and agents, from any and all claims by any person or persons for damages, injuries or otherwise arising out of or in connection with Licensee’s operations at the Market. Licensee agrees not to leave any personal property in its space at any time when Licensee is not physically present, without CFFM’s consent. Equipment owned by Findlay Market but used by vendors is offered as is, and will be maintained by the vendor.

4. Modifications to Stands: Merchants are not permitted to make any permanent modification to their stands without written permission from CFFM. Permanent modifications include, but are not limited to, drilling, cutting, rewiring, removing, reconstructing, or moving any portion of the premises or leasehold improvements therein. Merchants must request permission to make modifications to their stands in writing. Requests for significant alterations must be accompanied by appropriate architectural drawings. If legally required, merchant modifications to stands must be properly permitted and made by licensed professionals.

5. Rules and Regulations: Licensee agrees to abide by the rules and regulations that CFFM promulgates pertaining to the Roll Up Door Vending Areas. Licensee acknowledges that it is familiar with the current rules and regulations, and that it is Licensee’s responsibility to remain familiar with the rules and regulations promulgated by CFFM.

6. Termination: Licensee’s right to use any space assigned to it may be terminated by CFFM at the conclusion of the term to which this agreement applies. In the event that Licensee fails to timely vacate, CFFM has the right to remove all Licensee’s property from the space and either put such property in storage and charge reasonable expenses to Licensee or otherwise dispose of such property without further obligation to Licensee, all in CFFM’s sole and absolute discretion.

7. Limitation of Liability: CFFM will in no event ever be liable to Licensee for any incidental or consequential damages, including but not limited to loss of business or damage to Licensee’s business reputation.

8. Notices: Notices shall be effectively made when hand-delivered, posted within the Premises, or delivered by electronic mail, fax or postal mail at the following addresses:

Licensee: Primary Contact and address listed in market application

CFFM: Andrew Pytlik, District Manager

Address: PO Box 14727, Cincinnati, OH, 45250-0727

Email: apytlik@findlaymarket.org

Or at such address as either party may prescribe.

In submitting online application and or signing application above, Licensee acknowledges that this Agreement will remain in full force and effect, and binding upon Licensee and its affiliates, for any time and from time-to-time whenever Licensee undertakes to occupy space in the Roll Up Door Vending Areas at the Market.

Licensee

Date

Findlay Market District Manager