# 2020 Rules and Regulations for Farmers & Growers

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Please read the 2020 Rules and Regulations for Farmers & Growers carefully before applying online. All new and returning applicants will need to sign and return the document to the Findlay Outdoor Market Manager, in order to be considered for approval as a vendor. Keep a signed copy for your records, as these rules are part of your stall license agreement.

By submitting the signed document, all Findlay Outdoor Market Vendor (herein referred to as “Vendor” in this document) applicants accept and agree to follow the rules and regulations. Failure to observe the rules may result in fines, suspension or termination of your license to conduct business at Findlay Market. If you have questions, please contact the Findlay Outdoor Market Manager, Amanda Lukas, at alukas@findlaymarket.org.

Part A: Mission and Management of Findlay Market

Section 1: Our Mission & Vision


Our Vision: Historic Findlay Market is our region’s premier destination for local food and artisan products, a dynamic public gathering place, and a vital community asset.

Section 2: Core Values of CFFM

Our Mission and Vision are driven by our Core Values.

- Local: We value freshness above all, emphasizing a variety of locally grown food and unique, locally created products sold by people we know as friends and neighbors. We embrace our role as a vital anchor for a strengthened central city and Over the Rhine.
- Authentic: We value genuine human connections and social interactions that a vibrant, dynamic public marketplace promotes. We value the diversity in all definitions that exists among our merchants and our shoppers.
- Value-minded: We believe in providing our shoppers fresh, high quality foods at fair prices and a rich product array that will satisfy a wide range of shopper needs. We provide an inclusive shopping experience that is unparalleled in our region.
- Entrepreneurial: We create a supported environment for diverse startup businesses and the growth and sustainability of locally owned and managed businesses.
- Responsible: We honor our role as stewards of a thriving landmark and demand integrity in our interactions with our shoppers, merchants, employees, volunteers, and community partners.

Section 3: Management of Findlay Market

The Corporation for Findlay Market (CFFM) is a tax-exempt 501(c)(3) non-profit organization. CFFM provides experienced business management that continues to develop Findlay Market into a vibrant, increasingly self-sufficient public market, as well as supporting the growth of the surrounding District. Its management duties include, but are not limited to, day to day operations, general maintenance, marketing and promotion, tenant coordination, leasing and new
tenant recruitment, providing business support services, and customer service.

The Findlay Outdoor Market is managed by the Findlay Outdoor Market and Sustainability Manager, Amanda Lukas. She is the main point of contact for questions, issues and concerns for all The Vendors.

Part B: Applicant Guidelines

Section 1: Application

Please note: Vendor applications are for one business to operate in a single space; at no point are multiple businesses to operate in a single space.

All Vendor applications are submitted and approved 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 of any previous year. To register and apply:

- For returning vendors, please sign into Manage My Market. For new vendors, please sign up for a Manage My Market account. Both must use the Application Link provided via email or on the Findlay website.
- Create (new applicants) or update (returning applicants) your Business Profile. Please include:
  - Contact information (phone number and email address)
  - Full product list
  - Social media handles
  - A detailed description of your business
- Select desired vending dates with regard to the attendance policy below.
  - Please note: The default date selection is EVERY DAY. If a vendor is not coming every weekend, please deselect this default when applying.
  - Applicants are responsible for selecting only the dates they are able and interested in vending. Any application with every date selected will not be approved until the applicant updates their availability.
- Indicate if applicant wants to be “on-call”.
  - The On-call Vendors are those interested in being called Thursday afternoon or Friday morning by the Findlay Outdoor Market Manager, when a previously scheduled Vendor will be absent. Please see Part E Section 2iii for additional information.
- Application Fee
  - There is a $25.00 non-refundable Application fee for The New Vendors and $20.00 for The Returning Vendors. Payments can be submitted online at Manage My Market or be mailed to the Findlay Outdoor Market Manager, Amanda Lukas at:
    - Corporation for Findlay Market, Attn: Amanda Lukas, PO Box 14727, Cincinnati, OH, 45250-0727
  - Application fees must be submitted before the application can be actioned upon by the Findlay Outdoor Market Manager.

Completing and submitting an application acknowledges that the Vendor applicant is subject to a facility inspection by appointment within 7 days of a request by the Findlay Outdoor Market Manager. Every effort will be made to inspect each Vendor every year.

Returning Vendors must settle all outstanding debts—any rent, fees, fines, and/or special event fees—before applications will be considered.
Section 2: Criteria to Apply

All Vendor applicants must follow the criteria below to be considered for acceptance:

1. Insurance Coverage. Three days before The Vendor's first selling day at Findlay Outdoor Market, all approved Vendors must provide the following to the Findlay Outdoor Market Manager by email, mail, fax, delivery by hand, or as an upload to Manage My Market:
   a. **Certificate of Liability Insurance ("COI")**. All Vendors must be insured with at least $1 million in general liability. Please do not submit your entire policy document and please do not submit a COI that has been filled out by hand.
   b. 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.
   c. For both insurance types, "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.

2. Vendors must be appropriately licensed and provide a copy of the following, three days before their first selling day:
   a. [Department of Agriculture Farm Registration (Farmers)]
   b. [Mobile Food License (Food Vendors, Farmers selling Meat and Eggs)]
   c. [Commissary Kitchen license/registration (if the product falls outside of Cottage Food Laws)]

3. Vendor applicants must fully fill out all sections of the online application.

4. Vendors must be willing to be open and fully merchandised during all operational hours of Findlay Outdoor Market.

5. Findlay Market makes a concerted effort to be a “Makers Market” and provide as many locally grown or produced items as possible. Currently, there are no opportunities for expanding reselling or franchised businesses at this time in the Outdoor and Farmers Market areas of Findlay Market.

Part C: Outdoor Vending Seasons and Stall Locations

Section 1: Findlay Outdoor Market Vendor Price Change

The 2020 Findlay Outdoor Market experiences a change in price during the winter months of the year. The price point changes occur January 1, 2021 to reflect the winter months to help encourage critical mass and recognize the change in shopper foot traffic during the colder months. (Please see Appendix VI for the Fee Chart)

Section 2: Findlay Outdoor Market Stall Location Days and Times

The Findlay Outdoor Market is considered to be a Saturday-Sunday event. However, if a Vendor pays rent for a stall at the Weekly or Monthly Rate (please see Appendix VI for the Fee Chart), that Vendor is welcome to setup any day Tuesday-Friday over the following week as long as they have arranged it with the Manager prior to setting up. Vendors setting up Tuesday-Friday **must be open during Market hours of 9am to 6pm unless the stall assignment is in the Farmers Market Shed.**
The hours for the Farmers’ Market Shed for the entire 2020 Outdoor Market Season is:

(optional) Tuesday-Friday:  9:00 am to 2:00 pm, by arrangement
   Vendors must be setup at 8:45 am

Saturdays: 8:00 am to 2:00 pm
   Vendors must be setup at 7:45 am

Sundays: 10:00 am to 2:00 pm
   Vendors must be setup at 9:45 am

Part D: Findlay Outdoor Market Vending Categories

What Products May Be Sold? The Vendors may sell a wide variety of items at the market. CFFM encourages all items must be produced or crafted by the seller. Products can be, but are not limited to, baked goods, jams, jellies, sauces, ready to eat foods, food-related items, arts and crafts, retail items such as jewelry, cosmetics, soaps, etc. As stated previously in Part B, there are no opportunities for expanding reselling or franchised businesses at this time in the Findlay Outdoor Market and Farmers Market areas of Findlay Market.

Section 1: Farmers & Growers:

These are the Vendors who cultivate fruits and vegetables, harvest wild fruits or flowers, grow landscaping plants or herb plants, or raise farm animals for dairy and meat products to sell at the Findlay Outdoor Market. In addition, for any Findlay Outdoor Market Vendors in the Farmers Market Shed, all other items must be locally produced.

Farmers who are registered with the ODA are given priority assignment in The Shed, which includes Stalls F1-F22. Once farmers are assigned to the Farmers Market, additional consideration will be provided to The Vendors who need electricity and to The Vendors who provide a wide mix of vendor produced products.

Section 2: Other All Vendors

Other vendor categories include:

- Mobile Food Sales
- Cottage Food and Product Crafter
- Arts and Crafts
- Non-Profit Organizations
- Buskers

For all other vendor categories, please STOP and read the “2020 Outdoor Market Rules and Regulations”, as these vendors are located in different locations.
Part E: General Rules

Section 1: Payment

The invoice amounts are determined by the schedule requested by Vendors and confirmed by the Market Manager on Manage My Market. **It is vital that Vendors update their requested selling days on Manage My Market so invoicing can be accurately kept.**

Payments by Vendors can be completed via PayPal through Manage My Market or by a check handed or mailed to the Findlay Outdoor Market Manager. Please see Appendix VI for the Fee Chart of each Findlay Outdoor Market location.

The following rules are applied to rent payments:

- Invoices will be issued via Manage My Market on or before the first of each month and must be paid by the fifteenth of each month or by the first day the Findlay Outdoor Market Vendor sets up at Market, whichever day comes first, unless prior arrangements are made.
- Any late payment will incur an additional $20 fee per month.
- Vendors must pay all outstanding debt from previous months prior to setting up the first weekend of the month.
- Vendors who have not paid will not be allowed to set up; **there are no exceptions.**
- 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.
- Findlay Outdoor Market Vendors are required to resubmit the ACH Authorization Form for direct deposit after the Findlay Outdoor Market Manager approves their application.
- Cash will not be accepted.

Section 2: Attendance

Approved Vendors are expected to be at market each day of the 2020 season that they have applied for. Vendors select specific days through their Manage My Market account and are expected to manage and update their schedule through Manage My Market. No days verbally requested or canceled will be acknowledged until confirmation via Manage My Market completed unless previous accommodations were made.

However, if a farmer does not have access to computer, additional arrangements can be made. For example, the farmer can call the Outdoor Market Manager on her cell phone or office phone to confirm attendance. It is requested that farmers let the Outdoor Market Manager know by the prior Thursday at 12 pm whether they are attending the Farmers Market. We cannot accommodate unexpected arrivals at this time.

i. The Absence Policy for the Findlay Outdoor Market Vendors is as follows:

- Vendors are recommended to request dates by the last day of the prior month. However, Vendors may still be approved for the weekend if they schedule in Manage My Market by Thursday at noon. The Findlay Outdoor Market Manager will confirm with the Vendor.
- Findlay Outdoor Market Vendors are able to cancel without violating the Findlay Outdoor Market attendance policy, but to do so Findlay Outdoor Market Vendors must notify the Findlay Outdoor Market Manager **no later than Thursday at noon prior to the scheduled weekend.**
  - Vendor must sign into Manage My Market and deselect the day(s) they are unable to vend. No verbal or
emailed cancellation will be accepted as excused unless is an emergency situation, unless prior
arrangements are made.

- Vendors who have called off by noon on Thursday may re-inquire about available space for the weekend they
cancelled, should their circumstances change.
  - There is no guarantee made by the Findlay Outdoor Market Manager or CFFM that there will be a stall
  available for the Vendor. If there is a stall available, the location may be different that the stall originally
  assigned.
- Farmers who cancel prior to 12:00 pm on Thursday will receive an account credit to their Manage My Market
  account to be used towards future rental fees.
- If the temperature is predicted to be under 33 degrees all day, a farmer or grower can cancel later than 12 pm on
  Thursday. However, no account credit can be made to the account.
- **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 III.)

Attendance will be taken every day. As stated above, the days selected by Vendors in Manage My Market will reflect
which days the Vendor is expected to be at the Findlay Outdoor Market to sell.

If a Vendor has an unexpected emergency the day before or morning of market that affects their ability to sell, the Vendor
must communicate with the Findlay Outdoor Market Manager as soon as possible. Emergencies include a sudden severe
illness, a death in the family, or theft/damage of inventory. Written summary of the reason will be written up and signed by
both the Vendor and the Findlay Outdoor Market Manager. The Vendor is allowed four “emergencies” in the 2020 Market
year.

**iii. On Call Attendance:** When space is available, on-call Vendors will be given the opportunity to sell at the market on a
day-by-day basis. On-call Vendors must still apply as a Findlay Outdoor Market Vendor through Manage My Market.

- The On-call Vendor list will be created at the discretion of the Findlay Outdoor Market Manager based on
  Findlay Outdoor Market product need/mix, Vendor availability, and responsiveness.
- The On-call Vendors will be notified via a call or text of the weekend availability Thursday afternoon through
  Friday morning.
- If On-call Vendor is not available to take a call or respond to a text, the Findlay Outdoor Market Manager
  reserves the right to move through the list and assign spaces.
- The On-call Vendors will pay for space on the day of the market via check or PayPal.
- All other rules as written apply to The On-call Vendors.

**ii. No Call/No Shows, Arriving Late or Leaving Early, or Notice after noon on Thursdays** or breaking of any of the
other rules provided below will be considered a “violation” of policy. Any violations of the policy will go through the
following process:

1. First offense will result in a Written Warning. A copy of the written warning will need to be signed by the
   Vendor and the Findlay Outdoor Market Manager. Each party will receive a signed copy.
2. Any Repeat Violation within 90 days will result in $25 fine per violation.
3. Three fines within a 90 day-period will result in a suspended license for one or more days. The amount of
days is up to the discretion of the Findlay Outdoor Market Manager based on the amount of previous
written warnings, previous suspensions, etc.
4. The probationary period is 90 days after the violation. If a new violation occurs after 91 days or more, a
written warning will be given to the Vendor.

iii. Attendance regulations are different for Special Events. Findlay Market has a zero-tolerance policy for unexcused absences on Special Events dates.

- Vendors approved to sell during Special Events dates must attend the market on the approved dates.
- Hours for some Special Events will differ from traditional market hours, so approved Vendors are required to operate for the entirety of the Special Event.
- Failure to meet attendance requirement and/or hours requirement will result in Vendor forfeiting right for consideration of inclusion in future Special Events at Findlay Market, and may result in expulsion from Findlay Market for remainder of season. *(See Findlay Market Special Events Dates, 2020 in Appendix I.)*

Section 3: Setup/Teardown

Please refer back to Part C Section 2 for the times Vendors are required to set up. The times referenced are the times Vendors must be ready to sell, and NOT the time at which The Vendors arrive. At the designated setup times for each location, attendance will be taken to confirm Vendors are there on time and in the right location. If a vendor is running late, take the time to call or text the Findlay Outdoor Market Manager to let her know. Any violations will lead to the violation policy mapped out in Part E Section 2ii.

There is one exception for setup and teardown of farmers. Since farmers’ product availability and sales are dependant upon the growing season and the weather, farmers are able to arrive up to 45 min late or break down no more than 45 minutes early with the expressed permission of the Outdoor Market Manager if the farmer has run out of product or the temperature is too cold in the morning to avoid freezing the product.

Section 4: Assigned Location and Hours of Occupancy

Stall assignments will be emailed to all Findlay Outdoor Market Vendors scheduled for the weekend on the Thursday prior. The rules provided below must be followed. If a Findlay Outdoor Market Vendor breaks any of the following rules, it will lead to the violation policy mapped out in Part E Section 2ii.

- Farmers may conduct business in more than one assigned location in the Farmers Market Shed with permission from the Outdoor Market Manager, but only during business hours. The spots must be operated right next to each other.
- Findlay Outdoor Market Vendors may not sublet their space at the market.
- Vendors may not sublet their space at the market. Stall assignments and license agreements are not transferable.
- Stall assignments are made, and are subject to change, at the sole discretion of the Findlay Outdoor Market Manager and/or her designees.
- **All Findlay Outdoor Market Vending Stall assignments are temporary. Therefore, there is no right or expectation of renewal of any space assignment.** The Vendors are welcome to express preferences, but no guarantees of assignments can be made by the Findlay Outdoor Market Manager and CFFM.
  - The Outdoor Market Manager takes into consideration that any changes in location can be difficult for farmers’ business.

Findlay Outdoor Market Vendors must be open, fully merchandised and ready for business at the start time for the
assigned area of the market. This includes having all products visibly labeled and priced. Please note:

- Late set-up is not permitted if the Vendor is 45 minutes or more after the opening time.
- Vendors must be present and actively selling during the required hours for the assigned area of the market.
- Early departure or chronic selling out before the end of the market day will result in a fine of $25 in lieu of or in addition to removal from the market.

**Section 5: Changes Made to Products Sold**

Vendors’ product(s) is locked in once the application on Manage My Market is submitted and approved. Any changes must be discussed with the Findlay Outdoor Market Manager prior to a change and are the final decision of the Findlay Outdoor Market Manager. In order to submit any changes, the Vendor must:

1. Provide a written letter (can be in the form of an email) to the Findlay Outdoor Market Manager with the description of the proposed new product(s) and when the item will be sold, along with any necessary labeling, ingredients lists, etc two weeks prior to any changes.
2. Wait to make any changes until the Findlay Outdoor Market Manager gives formal permission in writing. If the request is denied, the Findlay Outdoor Market Manager will provide a letter (can be in the form of an email) with a brief explanation why.
3. Vendor must update their Manage My Market profile before making the change.

At no point will Vendors be allowed to sell additional products without approval. *When in doubt, stick with your core business.* Sales of a product from the previous year, whether within the rules or not, does not constitute permission to sell that product in the current year. Failure to adhere to this rule may result in fines or immediate suspension of assigned space.

CFFM understands that farmers’ product availability is variable based on the season, so any minor changes do not need to be approved by the Findlay Outdoor Market Manager. For example, if a produce farmer starts selling potatoes, because it is autumn, a farmer doesn’t need approval to start selling. *On the other hand, CFFM requires approval for changes in the vendor’s core business model.* For example, if a farmer typically sells produce and wants to start selling dairy products, please update the Outdoor Market Manager for approval. CFFM does request any changes be made in Manage My Market.

**Section 6: Licenses, Certifications and Reporting**

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, etc) to the Findlay Outdoor Market Manager for CFFM records. The documents are recommended to be uploaded on Manage My Market.

**NOTE:** Prepared Food Vendors must obtain a ServSafe Level 2 certification to sell food at Findlay Market. If you need to obtain this certification, the Findlay Outdoor Market Manager can assist in connecting you to a proctor to take the test and earn certification.

At the end of each month, the Vendors are required to submit sales data to the Findlay Outdoor Market Manager. Sales data provides vital information to help support the Findlay Outdoor Market that in turn can help Vendors. CFFM request total transaction counts per month. Total revenue per month and transactions by hour are especially helpful, but
optional. Please see Appendix VII for an example. A Non-Disclosure Agreement is available on Manage My Market, promising CFFM will not disclosure private financial information of any individual business.

Section 7: Parking, Unloading and Access Passes

Vendors will only bring one vehicle to the Findlay Market District when scheduled to sell. Findlay Outdoor Market Vendors and their employees are prohibited from parking in the north parking with the exception of farmers and vendors in the Farmers Market. The north parking lot spots along the Farmers Market Shed are reserved for vendors.

Section 8: Equipment

You must provide all of your own:

- Chairs, tables, and display equipment
  - A sign identifying the name and location of the business must be prominently displayed.
  - Prior to commencing sales, prices for all items must be visibly posted.
  - Small heaters (for the Shed, Race St Esplanade, and Essen Strasse St) during the cold months.
- Farmers and other vendors in the Farmers Market Shed will be given access to one outlet with 20 ampage and must provide a list of equipment they will be using as part of their application. Equipment use must not exceed the amperage amount. Please see Appendix V for further information.

The following is prohibited in all Findlay Outdoor Market Locations:

- Use of Market-owned furniture in or around stall - this is reserved for customer use.
- Generators are prohibited in all Findlay Outdoor Market Locations.
- Amplified sound is prohibited from all Findlay Outdoor Market Locations, with a few exceptions during Special Events. These exceptions will be clearly indicated.

Section 9: Sanitation, Clean-Up, and Waste Disposal

To help keep a clean Outdoor Market, all Vendors:

- Must bring and use a broom and dustpan at the end of business day to ensure the stall is left clean.
- Must provide small waste receptacle(s) for trash. We recommend using unclear bags for trash as CFFM maintenance use the bag type to differentiate between waste types.
  - Recycling and compost bins will be provided at each location of the Outdoor Market.
  - Broken-down boxes or bags of landfill waste can be placed into the trash gondolas directly.
- Store or display edible products on the ground.
- 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 Findlay Outdoor Market Manager’s discretion.

Part F: The Operational Expectations of Vendors

The expectations of Vendors listed below are aligned with Findlay Market Core Values. Vendors are representatives of
Findlay Market and the expectations of honest trade, being a legal operation, being respectful of other Vendors and shoppers, and not hawking for sales will be enforced by the Findlay Outdoor Market Manager. Please carefully read the following expectations of Vendors.

- **Respectful Operation**: Signs, displays, equipment, and noise levels must be managed so as not to interfere with the business of 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. Vendors may not operate under the influence of drugs or alcohol. Profanity is prohibited by municipal code. Disagreements with other Vendors, managers, and customers must be handled in a civil manner. If you threaten or engage in a loud confrontation with a customer, Vendor, or member of the Findlay Market staff, the police will be called, and you will risk removal from Findlay Market.

- **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.”

- **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 Findlay Outdoor Market Manager.

- **Honest Trade**: Vendors must at all times conduct business fairly, honestly, and legally. All products sold must be legal, truthfully identified, and properly labeled. 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.
  - Products may not be misrepresented. Fraudulent, dishonest, or deceptive practices are prohibited and will result in suspension or expulsion. The use of false packs, or the concealment of poor product beneath a topping or facing of better product, is prohibited.

**Part G: Final Prohibited Items and Behaviors**

1. **Children**: Children are not permitted in the stalls of Vendors who are preparing food onsite. This rule is for the safety of the children and adult Vendors when hot equipment is being used.
2. **Pets**: Vendors must not bring pets into their selling area for health and safety reasons. The only animals allowed are service animals.
3. **Smoking**: Smoking, and/or the use of e-cigarettes/vaping is not permitted in or around the stalls of the Shed, in or around the stalls on Elder St and Essen Strasse, on the Esplanades, near the roll-up doors, or within 25’ of any entryways to the market house and surrounding stores. This is a state health ordinance. Violations will result in a $25 fine, and may result in expulsion from the market.

**Part H: Findlay Outdoor Market Vendor Transition**

At the beginning of the 2020 season, if the Farmers Market Shed is not at critical mass, traditional Elder St./Essen Strasse vendors will be allowed to set up in the Farmers Market Shed. However, as Findlay Market moves closer to summer, more farmers sell at Findlay Outdoor Market. This will result in Elder St. or Essen Strasse Vendors who were invited to sell from the Shed to be instructed (with at least two weeks’ notice) that they will be returning to Elder St. or Essen Strasse. At the latest, this will result in all traditional Elder St. or Essen Strasse Vendors setting up on Elder St. or
Essen Strasse by the first weekend in May.

In addition, as the Findlay Outdoor Market season progresses into the fall, Farmers in the Farmers Market Shed begin to conclude their time at Findlay Market. At the end of October, it may be appropriate to consolidate some Elder St.or Essen Strasse Vendors into the Shed, again.

The process for deciding who will move to the Shed first is based on the sole discretion of the Findlay Outdoor Market Manager to meet the needs of critical mass and product variation. Vendors invited to set up in the Farmers Market Shed will be required to sell only products that they make; no reselling of products will be permitted in the Shed. Vendors remaining on Elder St.or Essen Strasse will be consolidated to the available spaces closest to the Tower Door entrances.

In no way will this policy displace Farmers from the Farmers Market Shed. This policy exists with the sole intention to create critical mass that has the capacity to attract and keep more customers in the Farmers Market Shed during the year.

APPENDIX I Findlay Market Special Event Dates, 2020

**January 2020**

Sunday, January 26: Chili Cook-Off

**February 2020**

Sunday, February 16: Valentine’s Day Sweet Stroll

**March 2020**

March 9-15: Customer Appreciation Week

Thursday, March 26: 101 Opening Day Parade @ NOON

Thursday, March 26: Biergarten Opening Weekend

**April 2020**

Sunday, April 19: Art & Poetry

**June 2020**

Saturday, June 6: German American Day

**August 2020**

August 2-8: National Farmers Market Week

**September 2020**

Thursday, September 10: Flavor of Findlay Fundraiser
APPENDIX II Snow Emergency Protocol

Snow Emergencies are declared at the county level, by the Sheriff. There are three levels of a “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 and must notify CFFM management of absence.**

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.**

APPENDIX III Fire Code Requirements for Cooking Operation Tents

OFC 3103.9 Anchorage required. Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

OFC 3104.2 Flame propagation performance treatment. Before a permit is granted, the owner or agent shall file with the fire code official a certificate executed by an approved testing laboratory certifying that the tents and membrane structures and their appurtenances; sidewalls, drops and tarpaulins; floor coverings, bunting and combustible decorative materials and effects, including sawdust where used on floors or passageways, are composed of material meeting the flame propagation performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701 as listed in rule 1301:7-7-80 of the Administrative Code or shall be treated with a flame retardant in an approved manner and meet the flame propagation performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701 as listed in rule 1301:7-7-80 of the Administrative Code, and that such flame propagation performance criteria are effective for the period specified by the permit.

OFC 3104.3 Label. Membrane structures or tents shall have a permanently affixed label bearing the identification of size and fabric or material type.
OFC 3104.4 Certification. An affidavit or affirmation shall be submitted to the fire code official and a copy retained on
the premises on which the tent or air-supported structure is located. The affidavit shall attest to all of the following
information relative to the flame propagation performance criteria of the fabric:

(a) Names and address of the owners of the tent or air-supported structure. (b) Date the fabric was last treated with
flame-retardant solution. (c) Trade name or kind of chemical used in treatment. (d) Name of person or firm treating
the material. (e) Name of testing agency and test standard by which the fabric was tested.

OFC 3104.6 Smoking. Smoking shall not be permitted in tents or membrane structures. Approved “No Smoking” signs
shall be conspicuously posted in accordance with paragraph (J)(310) of rule 1301:7-7-03 of the Administrative Code.

OFC 3104.12 Portable fire extinguishers. Portable fire extinguishers shall be provided as required by paragraph
(F)(906) of rule 1301:7-7-09 of the Administrative Code.

1. All tents and awnings with heating or cooking operations shall have a minimum of one 5lb. A-B-C
   portable fire extinguisher located within the unit and readily accessible by the operator of the unit.

2. 904.12.5.2 Class K portable fire extinguishers for deep fat fryers. When hazard areas include deep fat fryers, listed
   Class K portable fire extinguishers shall be provided as follows:

   (a) For up to four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One
       Class K portable fire extinguisher of a minimum 1.5-gallon (6 L) capacity. (b) For every additional group of four
       fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: one additional Class K
       portable fire extinguisher of a minimum 1.5-gallon (6 L) capacity shall be provided. (c) For individual fryers
       exceeding 6 square feet (0.55 m²) in surface area: Class K portable fire extinguishers
       shall be installed in accordance with the extinguisher manufacturer’s recommendations.

Appendix IV Active Shooter and Other Safety Concerns

Findlay Market is a public market, situated in an urban neighborhood of OTR. As a public space, Findlay Market is open to
a diverse group of individuals. This may include individuals who are experiencing temporary homelessness or struggling
with drug addiction. Findlay Market cannot and will not ask someone from the public to leave unless they are
demonstrating harmful and/or illegal activity. Even though CFFM does everything it can to keep its staff, vendors, and
shoppers safe, individuals who may want to cause harm have access to the Market during opening hours. The CFFM
maintenance staff and the Outdoor Market Manager are not security. If a vendor feels at risk, sees someone else at risk,
or witnesses illegal activity, the vendor has the autonomy to call 911 or the non-emergency law enforcement hotline upon
the discretion of the vendor and the situation witnessed. Additional communication to the CFFM staff will be needed after
any steps taken by The Vendors.

Findlay Market follows the following Active Shooter Protocol: “Run. Hide. Fight” if an active shooter is present. Guns are
not allowed on the Findlay Market property during opening hours unless carried by law enforcement.

As part of the application process, CFFM has provided two separate documents named “Active Shooter Business
Preparation Checklist” and “Public Safety Procedures” on Manage My Market to outline safety procedures. Please review
with all business employees who may work at the Outdoor Market and return to the Outdoor Market Manager.
APPENDIX V Example of Equipment List Submission

We will provide a form for all vendors on Essen Strasse, Race St. Esplanade, & The Shed to fill out and submit if The Vendor needs electricity for their product(s). The following is an example of a completed Equipment List document.

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Equipment Manufacturer</th>
<th>Model Number</th>
<th>Amperage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable Sink</td>
<td>Portable Sink Depot</td>
<td>8311</td>
<td>15 amps</td>
</tr>
<tr>
<td>Deep Fryer</td>
<td>Galaxy</td>
<td>EF20E</td>
<td>30 amps</td>
</tr>
</tbody>
</table>

*Over the 20 amps available

NOTE: Amperage is the strength of electric currents. Some equipment provides the amps, but sometimes the equipment only provides the **wattage** and the **volts**. To figure out the amps from just the watts and volts, you will need to divide watts (W) by volts (V).

APPENDIX VI Fee Chart for Outdoor Farmers Market Location

Farmers Market Fees

<table>
<thead>
<tr>
<th></th>
<th>Monthly FM Shed</th>
<th>Monthly Saturday or Sunday FM Shed</th>
<th>Weekly FM Shed</th>
<th>Weekly Saturday or Sunday FM Shed</th>
</tr>
</thead>
<tbody>
<tr>
<td>April-Dec</td>
<td>$200</td>
<td>$100</td>
<td>$50</td>
<td>$25</td>
</tr>
<tr>
<td>Jan-March</td>
<td>$100</td>
<td>$50</td>
<td>$25</td>
<td>$13</td>
</tr>
</tbody>
</table>

APPENDIX VII Data Collection

For each Vendor, CFFM requires monthly reports that shows transaction/customer counts during the dates the Vendors are selling at Findlay Market. Preferably it will show the hour-by-hour transaction/customer counts. CFFM requests Total Monthly Revenue as well, which the Vendor can opt out of providing.

CFFM will provide a form (as shown below) for the Vendor to fill out at the end of the month *if the Vendor cannot send over a monthly report from their own POS device*. All Vendors will also sign a boilerplate Non-Disclosure Agreement that guarantees CFFM will not share any private financial information disclosed by the vendor to any outside party.

The reason CFFM requests this information is to help support all Findlay Market Vendors as CFFM continues to fulfill its strategic plan. There are three ways this information can support the continual expansion of Findlay Market:

- Provide valuable information on customer foot traffic to target what product types might be undersaturated or oversaturated at the Outdoor Market, which supports the Outdoor Market Manager
approval process of future potential vendors.

- Provide data that can be referenced when applying for future grants and sponsorships to fulfill the budgetary needs of the Outdoor Market, with the consideration of not disclosing private information of individual businesses.
- Provide data-supported feedback to support decision-making around future programming for the Outdoor Market.

An example of a monthly report is:

<table>
<thead>
<tr>
<th>Name of Business:</th>
<th>Monthly Total:</th>
<th>Hour-by-Hour Breakdown*</th>
</tr>
</thead>
<tbody>
<tr>
<td>ODM</td>
<td>Transaction Counts</td>
<td>Saturday 10/22</td>
</tr>
<tr>
<td></td>
<td>100</td>
<td>8:00-9:00: 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9:00-10:00: 6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10:00-11:00: 9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11:00-12:00: 7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12:00-1:00: 7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1:00-2:00: 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2:00-3:00: 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3:00-4:00: 7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4:00-5:00: 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5:00-6:00: 4</td>
</tr>
</tbody>
</table>

Authority of the Findlay Outdoor Market Manager

1. All space assignments are made at the sole discretion of the Findlay Outdoor Market Manager. Space assignments may be changed from time to time by the Findlay Outdoor Market Manager.

2. The Findlay Outdoor Market Manager has sole authority for determining which products may and may not be sold at Findlay Market.

3. The Findlay Outdoor Market Manager is the final authority for settling disputes with and between Vendors.

4. The Findlay Outdoor Market Manager may remove The 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 The Vendors will be expected to comply immediately.

Acknowledgement and Signatures

I have read the rules above and I agree to abide by them.
TEMPORARY USE 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 Farmer’s Market Shed, on North or South Elder Streets, on the Race Street Esplanade, on the Elm Street Esplanade, on Pleasant Street, on Elder Street between Race and Vine, or in the Market’s parking lots (collectively “Findlay Outdoor Market Vending Areas”) in the Market, Licensee agrees to the following terms and conditions:

1. Term: Depending on the specific location, the term of Licensee’s right to occupy space within the Findlay Outdoor Market Vending Areas will be on a monthly basis. Licensee agrees that it has a) no expectation that the term will be extended or renewed, and b) no right to a specific location, 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 License Fee Schedule published by CFFM from time-to-time 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 month. 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 Findlay Outdoor Market Vending Areas are open to the public and are not climate controlled. Licensee agrees that use of any space in the Findlay Outdoor Market Vending Areas 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.

4. Rules and Regulations: Licensee agrees to abide by the rules and regulations that CFFM from time-to-time promulgates pertaining to the Findlay Outdoor Market 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 from time-to-time.
5. Termination: Licensee’s right to use any space assigned to it may be terminated by CFFM at any time. If the usage is on a day-to-day basis, CFFM may simply assign the space to someone else or request that Licensee vacate without further notice. Where the usage is on a week-to-week basis, Licensee agrees to vacate the space upon receipt of five days advance written notice from CFFM. Upon receipt of such notice, Licensee will vacate the space entirely on or before the end of the fifth calendar day after receipt of notice. 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 sole and absolute discretion. Licensee acknowledges that the rights created under this Agreement do not constitute a lease of any kind, and that no formal eviction proceedings are necessary to remove Licensee from any space within the Findlay Outdoor Market Vending Areas.

6. 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.

7. 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: Amanda Lukas, Findlay Outdoor Market Manager Address: PO Box 14727, Cincinnati, OH, 45250-0727 Email: alukas@findlaymarket.org Or at such address as either party may prescribe.

In submitting online application and 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 Findlay Outdoor Market Vending Areas at the Market.

_____________________________   ______________  ________________________________
Licensee                      Date                        Findlay Market Outdoor Market Manager