



## **2017 Outdoor Vending: Elder Street, Essen Strasse and Esplanades Rules and Regulations**

The Outdoor Vending rules have changed this year. Specifically, there are changes to attendance, notification and rent rules. Most of these changes are highlighted.

Please, read these rules carefully before applying online. Keep a copy for your records, as these rules are part of your stall license agreement. When you submit an application online, you accept and agree to 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 Market Manager, Mike Hass, at 513-744-8006.

### **Outdoor Vending Seasons (Elder Street & Essen Strasse):**

**Peak Period** begins April 1, 2016 and ends December 31, 2016

- Summer Season runs from April 1 through September 30
- Fall/Winter Season runs from October 1 through December 31

**Off Peak Period** begins January 1, 2017 and ends March 31, 2017

### **Outdoor Vending Location, Days, Hours:**

**Elder Street:** located on the north Elder Street (north side of markethouse); primary location of crafts people, cottage producers and produce

Setup (may change):

**Saturday, 7:00-7:45am;**

**Sunday, by 9:30am;**

**Friday, by 10:00am**

Hours of operation (may change):

**Saturday, 8:00am to 6:00pm;**

**Sunday, 10:00am to 4:00pm;**

**Friday arranged.**

**Essen Strasse:** located on south Elder Street (south side of markethouse); primary location of prepared food vendors

Setup:

**Saturday, 10:00am;**

**Sunday, 10:00am;**

**Friday, 10:00am**

Hours of Operation:

**Tuesday - Sunday, 11:00am to 6:00pm**

## **Part-Time/Seasonal Vending Categories:**

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

**Non-Profit Sales:** Any non-profit organization with documented 501(c)3 status that may sell their product at the market from an assigned location.

**Non-Profit Information:** Any non-profit organization with documented 501(c)3 status that may hand out information from an assigned location at the market.

**Petition Gatherers:** Signature gatherers may collect signatures in most outdoor areas at the market.

**Musician/Entertainer:** Musicians who wish to play for tips are welcome. They must register and receive an assigned location. Performers are required to move to a new assigned location after 60 minutes.

## **General Rules**

- 1. Management.** The Market 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.
- 2. Registration:** There is a \$25.00 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](http://www.managemymarket.com)).
  - Vendors will create a profile for their business including contact information, 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.
  - Select dates with regard to the attendance policy below; the old peak season is now split into two parts- you can select dates in both, one or the other.
  - Please note if you would like to be considered as an on-call vendor.
  - 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.
- 3. Attendance.** Accepted outdoor vendors are expected to be at market each Saturday and Sunday of the season that they have applied for; specific days are selected at the market application website.
  - Accepted vendors can miss up to four market days per season for any reason and maintain their space, as long as the market manager is told by Thursday, noon prior to the weekend (at the latest).
  - No show, no calls or notice after Thursday noon may result in loss of assigned space for the rest of the season.
  - Vendors who attend market every Saturday and Sunday in a given month (8-10 market days) will receive a credit that can be applied toward the following month
- 4. On Call Attendance.** When space is available, on-call vendors will be given the opportunity to sell at market on a day by day basis.
  - The on-call vendor list will be created at the discretion of the market manager based on market product need/mix, vendor availability, vendor behavior and responsiveness. Acceptance as an on-call vendor does not imply anything else with regards to status as a full time or indoor vendor.
  - On-call vendors will be notified by call or text about coming weekend space availability Thursday afternoon through Friday morning.
  - If vendor is not available to take a call or respond to a text, then the market manager reserves the right to move through the list and assign spaces.
  - On-call vendors will need to pay for space the day of the market.
  - All other rules will apply, regarding setup and tear down timeliness, liability insurance certificates, etc.
- 5. Setup.** The Market Manager will be on the Market Square to be sure each vendor is here on time and in the right location. Setup times are on the first page. If you are running late, take the time to call or text the market manager and let them know.  
If you are repeatedly late or you leave early, you will lose your space. Late or early leaving vendors will receive a verbal reminder, a written reminder and then lose their space.

**6. Payment.** All reserved spaces at the market must be paid for at least seven days prior to the first day you come to market. Please note that your space reservation is not effective until your deposit or rent payment is received. All fees are non-refundable.

- Monthly rent will be paid in advance by the first weekend of the month. Submitting an application indicates acknowledgement that CFFM does not necessarily issue invoices in advance of rent payment. At the discretion of the market manager, late payments may incur an additional \$20 fee per month.
- Vendors must pay for a space prior to set-up.
- Vendors who have not paid will not be allowed to set up; **there are no exceptions.**
- Vendors may pay by electronic bill pay, check, credit card, money order or cash (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.

**7. 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 Market Manager or his/her designees.

- Due to limited space and the Market's desire to provide selling opportunities to as many producers and artisans as possible, no one may be involved in the operation of more than two stalls on the weekends.
- Exceptions may occur during off peak season or off peak days or the determination of the Market Manager.

**8. 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. Failure to adhere to this rule, may result in immediate suspension or revocation of assigned space. Sales of a product the previous year, whether within the rules or not, does not constitute permission to sell that product in the current year.

**6. Temporary Occupancy.** Vendors are permitted to conduct business at their assigned location only during specific market operating hours determined by the Market Manager. All part-time and seasonal vending space assignments are temporary. Therefore, there is no right or expectation of renewal of any part-time or seasonal vending space assignment. Please refer to the temporary use agreement at the end of this document.

**7. Insurance.** All 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, in addition to general liability insurance, at least \$1 million in product liability insurance. The Corporation for Findlay Market must be named an "Additional Insured" on your insurance policy. Proof of insurance must be on hand before the first day of set-up.

Your insurance agent must provide The Corporation for Findlay Market with a **Certificate of Insurance** listing the required coverage; a certificate of insurance is the only acceptable document, please do not submit your entire policy document. There are no exceptions to this policy. The document can be uploaded on Manage My Market, emailed to the market manager, mailed or delivered by hand.

- 8. 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.
- 9. Occupancy During Hours of Operation.** You must be open, fully merchandised and ready for business at the *starting time* for your area of the market. This includes having all products **labeled and priced visibly**. Late set-up is not permitted; persistent tardiness may result in removal from the market. You must be present and selling during the posted hours for your area of the market. Do not leave early. Early departure or chronic selling out before the end of the market day will result in removal from the market.
- 10. 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. Park on the street and leave the market's parking lots for customers. It's simple, if customers have a hard time parking to shop because vendors have taken all of the easy spaces, they won't shop here.
- 11. Unloading.** Vendors that are assigned locations without adjacent parking must drop their load in their assigned location and immediately move their vehicle to allow access by other vendors. Do not stop to set up tables, tents, etc. until your vehicle has been moved from the street. If there are challenges, please keep your cool and call the market manager to resolve them.
- 12. Signage.** A sign identifying the name, location and contact information of the business must be prominently displayed. Prior to commencing sales, prices for all items must be visibly posted.
- 13. Sanitation.** Bring and use a broom and dust pan at the end of business day. The space you occupy must be as clean as or cleaner than when you arrived. Operate your stand in a safe and sanitary manner. If you sell readily consumable items, you must provide an approved 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.
- 14. Clean-Up, Trash and Recycling.** Clean your stall and remove all refuse from it at the end of the sales day. Recyclables and trash generated while conducting business at Findlay Market 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 payable to the market within one week or before your next day at market, whichever comes first. Failure to pay a cleaning fee may result in expulsion from the market.
- 15. 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.
- 16. 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 Market Manager.

- 17. Courteous Behavior.** Findlay Market is a family friendly environment. Vendors must be courteous at all times. 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 market staff, the police will be called, you will be charged with creating a public disturbance, and you will be permanently removed from the market.
- 18. Equipment.** You must provide all of your own chairs, tables, tents, and display equipment. Market-owned furniture is reserved for customers and may not be used by vendors. In the interest of safety, tents, tables, and displays must be secured against wind and severe weather.
- 19. Respectful Operation.** Signs, displays, equipment, and noise levels must be managed so as not to interfere with the conduct of business by nearby vendors.
- 20. 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.”
- 21. Generators.** Generators are not permitted.
- 22. Pets.** Vendors must not bring pets into the Market for health and safety reasons
- 23. Amplified Sound.** Boom boxes, radios, and other amplified devices are not permitted.
- 24. Smoking.** Smoking, the use of e-cigarettes or vaping is not permitted in the farmshed, on the esplanades, in the roll-up doors, or near the entryways to the markethouse 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 may result in expulsion from the market.

**Product and Sales Rules Specific to Elder Street Vendors:**

- 1. Loading and Unloading – Commercial Trucks.**
  - a. There will be no loading or unloading of commercial box trucks, semis, etc on the weekends directly on the Market Square.
  - b. Trucks may not block fire hydrants at any time.
  - c. Commercial trucks may not re-enter the Market Square until 6pm on Saturdays and 4pm on Sundays.
- 2. 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 7:30 a.m.	Load and Leave after 6:00 P.M.
Sundays:	Unload before 9:30 a.m.	Load and Leave after 4:00 P.M.
Weekdays:	Unload 9:30-10:030 a.m.	Load and Leave after 6:00 P.M.

### 3. How Space is Assigned

- a. Priority is given:
  - i. Product or craft to be sold.
  - ii. Signing seasonal license agreements (roll-up doors).
  - iii. Sign up and show up for both Saturday and Sunday.
- b. Single day and single weekend spaces are provided based on space available, product and decision of market manager.
- c. Priority for locations is given in the following order: producer/growers; cottage producers; commercial kitchen producers; arts and crafts that are made by the vendor; “startup” prepared ready to eat foods; non-profits; and signature gathers.
- d. Permanent performance locations for musicians have been set aside.
- e. Non-profit spaces will be assigned on a first come-first served basis. Non-profits may not register for spaces for more than three consecutive weeks. They may not register for space more than six weeks in one year. Nonprofits maybe asked to host the market table or Veggie Valet as a condition of receiving space.
- f. There are no spaces for re-selling products.

**4. 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 re-selling opportunities at Findlay Market.

**5. Temporary Use Agreement.** Vendors on Elder St must vacate their stalls and remove their property at the end of each market day. Beginning January 1, 2011, occupancy in the roll-up doors will be continuous. Vendors who leave cabinets, tables, or other property in their locations at market must sign a Temporary Use Agreement (see Exhibit A).

### **Product and Sales Rules Specific to Outdoor Cooking and Essen Strasse Vendors**

- 1. Minimum Hours of Operation.** Vendors must open for business on Friday, Saturday and Sunday during the Summer Season or at the discretion of the market manger, to be eligible to cook out-of-doors at the market.
- 2. Fire Code.** The Fire Department requires all vendors cooking food to have a fully inspected and operational A-B-C fire extinguisher at their location at all times. A barrier must prevent shoppers from contacting the cooking equipment.
- 3. Health Code.** Prepared food vendors must follow all relevant health codes. For example, the Health Department requires all vendors cooking out-of-doors to provide a shelter above their food preparation and serving area. A barrier must prevent shoppers from entering the cooking area. You must have or rent a hand washing sink with hot running water. You must visibly post your Health Department Permit. If you are actively cooking, a minimum of 10’ X10’ space must be rented to assure public health and safety around the cooking equipment.
- 4. Utensils.** Prepared food vendors must use **compostable** utensils, plates, cups, napkins and bags for serving food. CFFM and the Market Manager will work with vendors to source and purchase these materials. CFFM and the Market Manager will work with vendors to make the public aware of this and proper disposal of trash and compostables.

- 5. Sanitation.** Vendors must provide approved waste receptacles for shoppers to deposit wrappers, utensils, and other waste in. At least one receptacle should be for trash and another for compostable utensils and items.

**Authority of the Market Manager**

1. All space assignments are made at the sole discretion of the Market Manager. Space assignments may be changed by the Market Manager.
2. The Market Manager has sole authority for determining which products may and may not be sold at Findlay Market.
3. The Market Manager is the final authority for settling disputes with and between vendors.
4. The Market 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:

Market Manager: \_\_\_\_\_Date: \_\_\_\_

## 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, in the market’s parking lots, or in the roll-up doors along north Elder Street (collectively “Part-time/Seasonal 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 Part-time/Seasonal Vending Areas will be on either a daily or a week-to-week 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 week. 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 Part-time/Seasonal Vending Areas are open to the public and are not climate controlled. Licensee agrees that use of any space in the Part-time/Seasonal 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 Part-time/Seasonal 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’s 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 Part-time/Seasonal 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:** Michael Hass, Market Manager
  - Address: PO Box 14727, Cincinnati, OH, 45250-0727
  - FAX: 513.721.3480
  - Email: mhass@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 Part-time/Seasonal Vending Areas at the Market.