



FINDLAY
OUTDOOR
POP-UP MARKET

2019 Farmers Market Rules and Regulations

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 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.

The Farmers Market at Findlay Market, takes place in the Shed and is divided into three seasons:

- **Summer Season** begins April 1 and ends September 30
- **Holiday Season** begins October 1 and ends December 31
- **Winter Season** begins January 1 and ends March 31

Days and Hours:

Saturday

- Setup: **by 7:45 am**
- Hours of operation: **8:00 am to 2:00 pm**

Sunday

- Setup: **by 9:45 am**
- Hours of operation: **10:00 am to 2:00 pm**

Other days

- By arrangement with the District Manager

Farmers Market 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 first seek approval from the health department, and provide proof of ServSafe Level 2 certification. 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 and bottled waters may be sold by vendors selling food with proper permit. Beverages that are prepared such as coffee, tea, lemonade etc. must be prepared 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 petition in most outdoor market areas, at the District Manager's discretion.

Musician/Entertainer: String, keyboard, and some woodwind musicians who wish to play for tips are welcome. Brass horn musicians will typically not be permitted to perform at Findlay Market. All musicians must register and receive an assigned location in a designated space. *(Further musician/busking rules and regulations listed in Appendix I.)*

- 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.

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: There is a \$25 non-refundable registration fee for new 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, which must include contact information (including phone number and operational email address), attendance dates, a product list, and any social media handles. 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.
- 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 farm and facility inspection by appointment within 7 days of a request by the market or at any time during Peak Season. Every effort will be made to inspect each vendor every year.
- Returning vendors must settle all outstanding debts— for rent, utility bills, and/or special event set up fees —before applications will be considered.

Attendance: Accepted vendors are expected to be at market for each day that has been selected at the market application website.

- Vendors should call by Thursday, noon prior to the weekend, if they will be unable to attend that weekend.
 - Vendors who have called off by noon on Thursday may inquire about available space, should their circumstance change. However, they will be considered “On Call” for that market, and may not have access to their typical space if said space has already been reassigned.
- Penalty for missing more than 6 market days that were originally signed up for will result in a fee of \$25.
- No Call/No Shows, or notice after Thursday at noon, may result in the loss of assigned space for part or all of the remaining season.
- Vendors approved to vend on Special Events dates must attend the market on their approved dates. Hours for some Special Events will differ from traditional market hours; 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 for inclusion in future Special Events at Findlay Market, and may result in expulsion from Findlay Market for remainder of season. (*See 2019 Special Events dates in Appendix II.*)
- **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.*)

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.

Setup/Teardown: The District Manager will be near the Farmshed to be sure each vendor is here on time and in the right location. If you are running late, take the time to call or text the District Manager and let them know. If you are repeatedly late, you may lose your space. Late vendors will receive a verbal reminder, then a written reminder, then penalized a fee of \$25, and could then lose their

space. Vendors who tear down their stands early will receive a verbal reminder, then a written reminder, then penalized a fee of \$25, and could then lose their space.

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. Returning vendors must settle all outstanding debts—for rent, and/or utilities—before applications will be considered.

- Monthly rent will be paid in advance by the first weekend of the month. Beginning on 1 April 2018, 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.
- 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 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.
- **Cash will not be accepted.**

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 at the market. Stall assignments are made, and are subject to change, at the sole discretion of the District Manager or his/her designees. Vendors are permitted to conduct business at their assigned location only during market operating hours. All part-time and seasonal vending space assignments are temporary. Therefore, there is no right or expectation of renewal of any space assignment.

Shed Enclosure: During the Holiday and Winter Season, market staff will pull the enclosure shut 15 minutes before opening market hours, and at the discretion of the District Manager. During inclement weather in the Summer Season, the same applies. *(See Shed Enclosure Protocols in Appendix IV.)*

Products for Sale: The Findlay Market Farmer's Market is a producer only farmers market. Producers list specific products they intend to grow and sell when completing the online market application; at no point should items purchased from neighbors, auction, wholesale, etc. be listed or brought into market for resale. 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 District Manager; at no point will vendors be allowed to sell additional products without approval. 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. 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 should be uploaded on Manage My Market.

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 visibly priced. Late set-up is not permitted; persistent tardiness--defined as not being open and ready to sell at the opening time three times in one month--will result in a fine of \$50 in lieu of or in addition to removal from the market. You must be present and actively selling during the required hours for your area of the market. Early departure or chronic selling out before the end of the market day will result in a fine of \$50 in lieu of or in addition to removal from the market.

Parking: Farmshed vendors have access to a parking spot connected to the Farmshed. Preferably, vendors will only bring one vehicle to the market district on Saturdays and Sundays. Vendors are prohibited from parking in the north parking lot outside of those parking spots connected to the Farmshed. Idling vehicle engines during market hours is prohibited.

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.

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.

Signage: A sign identifying the name and location of the farm or business must be prominently displayed. Prior to commencing sales, prices for all items must be visibly posted.

Sanitation: Bring and use a broom and dust pan at the end of business day and ensure your space is left clean. 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 \$50, and will be charged at the District Manager's discretion.

Honest Trade: Vendors must 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 and the payment of any taxes due in connection with the operation of their businesses. 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. 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.

Special Events: Throughout the year, there are a handful of Findlay Market Special Events that may be held in the Farmshed. Vendors will be notified in advance of the dates and will be offered alternate stall assignments to accommodate the special event, and to allow for vendors to sell in conjunction with those special events if they so choose.

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: Boomboxes, radios, and other amplified devices are not permitted.

Smoking: Smoking, 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 \$50 fine, and may result in expulsion from the market.

Food Stamps, WIC Coupons, Gift Certificates: Vendors selling eligible food products are required to accept payment in the form of Findlay Market farmers market EBT tokens (EBT/food stamps) Produce Perks and WIC Coupons. All vendors are encouraged to accept Findlay Market Gift Certificates as payment in conjunction with special events, promotions, tours, etc. **Do not exchange any alternative currency for cash in any amount.** You will be reimbursed for these currencies by The Corporation for Findlay Market.

Retail product vendors, including produce re-sellers, may not accept and will not be reimbursed for brass farmers market EBT tokens, green Produce Perks tokens, or farmer's market WIC coupons. These are government programs restricted to farmer's markets vendors only.

Redemption of Alternative Currencies: Farmers will receive all alternative currency reimbursement via ACH/direct deposit to their bank account. CFFM **will not** issue physical checks.

- Reimbursements will be issued within two weeks
- Receipts will be issued for tokens accepted for redemption
- Farmers are encouraged to turn in EBT/Produce Perks and other coins weekly
- WIC/Farmers Market vouchers may be turned into the District Manager during the program period.
- Reimbursement deposit to farmers will occur as CFFM receives reimbursement from the government.

Product and Sales Rules Specific to Farmer's Market Merchants

Eligibility: Only Ohio, Kentucky, and Indiana farmers, growers, cottage producers, family members, partners, and employees may sell at the Findlay Market Farmshed. No brokers, re-sellers, or commercial producers are permitted in the Farmshed.

Grown by Producer: Products sold must be grown or produced by the principal farmer/producer (hereinafter "producer"). Only those items listed on the producer's application may be sold. Producers must notify the District Manager (hereinafter "the market") in writing of any proposed changes before bringing previously unlisted items to the market. Producers should recognize this is one of the most asked questions about the Farmshed: consumers want the produce they are buying to be grown by the principal producer.

Non-Food Products: In addition to agricultural, horticultural, and food items, the following non-edible products may be sold at the Farmshed: dried flowers, dried flower arrangements, vine wreaths, gourds, garden implements, kitchen utensils, body care products, and beeswax candles. All materials must be found, grown, foraged and/or produced by the producer on his/her farm or land.

Farm Inspections: The market reserves the right to inspect or spot-visit any farm or establishment, within 7 days of a request, as necessary throughout the season. Visits will be made only with a farm representative present unless otherwise permitted. Failure to comply will result in suspension from market until farm visit is completed.

Quality: Produce offered for sale must be grown, harvested and receive post-harvest care to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf- life remaining, which may be useful for processing (ie: sauces), must be labeled as such. Poor quality produce may be removed by the District Manager. Farmers should be aware of the Food Safety Modernization Act and implementation dates.

Supplemental Product: Producers may not supplement from other growers, auction houses, warehouses, etc. If there is question as to what the producer is selling, the District Manager will investigate the matter. Violation may result in suspension or removal from market.

Organic Certification: All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be on file with the Corporation and available for inspection at your stand at all times. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the market.

Value Added Products: Value-added edible items (ie: jams, jellies, sauces, baked-goods, etc.) must be produced from scratch ingredients by producers on their farms or in a licensed facility according to state and federal regulations. Licenses must be on file with the Corporation and available at producer's stand at all times.

Packaged Items Labeling: All packaged items (wrapped, bottled, or canned) must be labeled with the producer's name, address, complete list of ingredients, and net weight.

Other Products: Products not specifically listed in these rules must be approved by the District Manager.

Setup & Display in The Shed: Primary setup and display in The Shed must be from tables under the roof of The Shed. Tables in Farmshed parking spaces or sales from trailers or other structures or vehicles is not allowed and must not occur without the specific approval of the District Manager.

Temporary Use Agreement: Vendors must vacate their stalls and remove their property at the end of each market day. Vendors who take time off during the year must vacate their stalls and remove their property during their absences.

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.

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

Findlay Market Special Events Dates, 2019

January

Sunday, January 27: Chili Cook-Off

February

Sunday, February 17: Valentine's Day Sweet Stroll

March

March 5-10: Customer Appreciation Week

Thursday, March 28: Opening Day Parade

Thursday, March 28: Biergarten Opening Weekend

April

Sunday, April 14: Art & Poetry

June

Saturday, June 1: German American Day

August

August 4-10: National Farmers Market Week

September

Thursday, September 12: Flavor of Findlay Fundraiser

October

Sunday, October 20: Fall Food Fest

Thursday, October 31: Trick or Treat at the Market

December

December 7-8: Holiday Market

APPENDIX III

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.**

APPENDIX IV

Shed Enclosure Protocols

- Panel closing/opening times
 - Saturday 8:15 AM to enclose, 4PM to open and tie up
 - Sunday 10:15 AM to enclose, 4PM to open and tie up
- Who closes/opens panels?
 - CFFM Maintenance Team Members
 - Farmers should feel empowered to open and close the panels associated with their stalls, in order to access product in their vehicle. After product has been retrieved from vehicle, panels **must** be closed and secured.
 - Unclip lower panel carabiner
 - Pull back panel to open
 - Retrieve product from vehicle
 - Pull back panel to close
 - Clip lower panel carabiner to secure
- Weather conditions for panels closing/opening
 - November through April, when outdoor midday projected temperature is below 45°F (according to the District Manager's weather app). When outdoor midday projected temperature is between 45°F and 55°F, the closing or opening of panels is at the District Manager's discretion.
- Cleaning schedule
 - 2nd Monday of each month
 - Before hosted events
- Dates of uninstallation/installation (2019 soft dates, weather permitting and at the discretion of t the District Facility Manager and District Manager)
 - Spring uninstallation: April 15th – 19th
 - Fall installation: November 11th – 15th
- Process for closing panels
 - Untie bungees
 - Stretch out and straighten panels across each space
 - Secure lower panel carabiners to anchoring ring in curb
 - Walkthrough and inspect for proper setup and/or damages/needed repairs
 - Report damages or needed repairs immediately to the District Facility Manager and District Manager
- Installation process
 - Maintenance team will take approximately five days to install enclosure and panels, taking care to install panels in the stall space corresponding to their label and affixing the panels with carabiners
 - Any tears, abrasions or damage should be recorded and communicated to the District Facility Manager and District Manager
 - After installation, the District Facility Manager and District Manager will inspect the enclosure to confirm proper installation and commence cleaning. [See cleaning schedule.]
- Uninstallation process
 - Maintenance team will take approximately 5 days to uninstall panels, starting by cleaning each panel on both sides
 - Carabiners, bungees and other attachment accessories will be removed from each panel and stored separately
 - Upon taking down the panels, each panel will be folded uniformly and re-labeled with its corresponding stall space
 - Panels will be stored in the garage during peak season

Authority of the District Manager

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

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

The District Manager is the final authority for settling disputes with and between vendors.

The District Manager may remove a vendor for violating market rules.

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: _____

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 no expectation that the term will be extended or renewed, and 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.

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.

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.

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.

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.

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.

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 Farmer's Market Vending Areas at the Market.

Licensee

Date

Findlay Market District Manager