



## **EASTERN MARKET VENDOR AGREEMENT**

This agreement refers to vending on Saturdays and Sundays at Eastern Market. In the case that this document conflicts with the Eastern Market Act, the Eastern Market Act shall have precedence. Eastern Market is a professional environment and the Market Manager expects all vendors and merchants to conduct themselves in a professional and courteous manner. All participants share a common stake in creating a vibrant and successful marketplace. The Market Manager is responsible for administering and enforcing all Eastern Market Rules. The Market Manager reserves the right to implement additional rules as may be necessary to protect the best interests of the public and the Market.

### **I. Definitions**

“Eastern Market Square” means the area from the southeast curb of the intersection of North Carolina Avenue, S.E., and 7th Street, S.E. to the northeast curb of the intersection of 7th Street, S.E. and C Street, S.E. to the building line with the Capitol Hill Natatorium to the southwest curb of the intersection of North Carolina Avenue, S.E. and the alley between Eastern Market and the Natatorium.

“Vendor” means all farmers, food vendors, non-food vendors, community groups, organizations, or entities using a space at Eastern Market’s outdoor market on Eastern Market Square.

“Summer hours” correspond to the period from the beginning of daylight savings time in the spring to the end of daylight savings time in the fall.

“Winter hours” correspond to the period from the end of daylight savings time in the fall until the beginning of daylight savings time in the spring.

“Leave of Absence” means a period of up to one year in every five years in which a Vendor devotes his or her time to continuing education, artistic endeavors, or parental, health or personal leave. The Vendor may return to

his/her same space after a recognized leave of absence upon written notification to management.

## **II. Eligibility**

- Vendors may set up at Eastern Market only with a valid permit.
- Any subletting of the Vendor's permitted space is strictly prohibited. All Vendors are strictly prohibited from selling imitation brand-name products.
- Vendors may sell on Saturdays, Sundays, or both Saturdays and Sundays based on an agreement with the Market Manager that is specified on the permit.
- Eastern Market's weekend outdoor market is a year-round market. Outdoor vending acts as its own advertisement and promotion to customers. Under certain circumstances, management may permit vending inside the North Hall. Vendors who choose to sell at the market on any given day do so at their own risk.
- Vendors with permitted spaces may not be absent from the market for more than three consecutive weekends without having received prior written authorization. This does not pertain to the period from January 1 through February 29, and does not pertain to absences attributed to emergency situations, severe weather related reasons (i.e. high winds, rain, snow, excessive heat), other reasons beyond Vendors' control, or Leaves of Absence agreed upon by the Market Manager and Vendor.
- After one year of consistent, weekly vending, a lottery vendor may be assigned a space on the map in advance of the weekend. This space will be distinct from a permitted space and management may move such lottery vendors periodically.
- After 5 years of consistent weekly vending, vendors may make requests for permitted spaces. Vendors with current space assignments may also request alternative spaces. On July 1, the Market Manager will send out a list of available spaces. From July 1 to August 31, vendors may make requests for such permanent and alternative spaces. On September 15, the Market Manager will issue permits with final decision of space assignments and on October 1, permits will be signed.
- Farmers and food merchants will sell each weekend during the months that have been individually agreed upon with Market Manager. Farmers and food merchants may be absent only with advanced authorization granted by management or because of emergency situations, severe weather related reasons (i.e. high winds, rain, snow, excessive heat), or other reasons beyond Vendors' control. A Vendor or a Vendor business is permitted to sell from no more than one booth on any given day in the area that comprises Eastern Market special use area, including the Hine School property.
- If this permit applies to a specific arts and crafts product made by an individual or organization, no more than one booth may sell this arts and crafts product on any given day in the area that comprises Eastern Market Special Use District.

- Vendors who wish to add new products that are within their category and are being accepted in their category (review online applications to know which products are or are not being accepted) may send management an email request.
- Vendors who wish to add products outside of their category must apply online with the products they wish to sell.

### **III. Set up, Break down, and Operation**

- Within the limits of the “Eastern Market Act,” the Market Manager has the right to assign physical space at Eastern Market of such size and location as determined by the Market Manager.
- The lottery process for vendors without assigned spaces will begin at 8:30 a.m. each Saturday and Sunday. Vendors may not enter the North Hall until 7:00 a.m. Lottery vendors may not park adjacent to the market or on 7<sup>th</sup> Street until they are assigned a space.
- Vendors with permanent space assignments must begin setting up their space by 8:15 a.m. As of 8:30 a.m., permitted vendor spaces may be reassigned by the Market Manager if the vendor has not begun setting up its space. If a vendor with a permitted space arrives at Eastern Market to set up at 8:30 a.m. or later, they must immediately contact the Market Manager in person for space assignment, which may or may not be their permitted space. Such vendors with permitted spaces should expect to wait until after the lottery vendors have been placed. Communication (in any form) from vendors with the Market Manager to inform that a vendor will be late, does not change the above rules.
- Inclement Weather: There are a variety of weather-related issues that can occur at an outdoor market. Outdoor vending will not be permitted on dangerously cold days or predicted hurricane weather. Notice shall be given when vending will not be permitted due to dangerous conditions. Otherwise, it is incumbent on vendors to make their own decisions as to whether or not to come out on any given day.
  - In the case of predicted inclement weather, a vendor with a permitted space may request a temporary space change for a specific day. If such vendor would like a temporary space change and the map has already been sent out for the weekend, he/she may show up on the day of the inclement weather event at 8:30 a.m. and be assigned a space ahead of the lottery vendors.
  - On early departure days, flow of cars loading and unloading remains the same as on any other days.
  - For vendors who wish to remain, they may. DGS will only remove the cones and bars and open the street early to the public if ALL 7<sup>th</sup> Street vendors are off of the street.
- Vendors must pay their vendor fee to the Cashier in the North Hall between 8:00 a.m. and 10:30 a.m. Tracking late payments requires time and resources. Any Vendor who has not paid by 10:30 a.m. will be required to pay an additional \$10.00 late payment fee the next time he/she sets up at Eastern

Market.

- On Sundays, the North Hall opens at 8 a.m. so that Vendors may pay the vendor fee. Eastern Market doors may be unlocked only by Eastern Market staff. If a Vendor or a member of a Vendor's staff unlocks an Eastern Market door prior to opening hours the Vendor may incur a \$50 fee which shall be due and payable the next time he/she sets up at Eastern Market.
- At 7:00 a.m., 7th Street will be blocked off and available for Vendor traffic only.
- Vendors unloading their cars in the morning must adhere to the following procedures: Vendors may unload their tent and all merchandise into their space or onto the sidewalk next to their space and set up their tent with weights. Vendors may not begin setting up other elements of their stand until their car has been removed. Vendors must remove their cars by 9:30 a.m.
- Vendors must be fully set up and ready for business by 10:00 a.m.
- Cars cannot enter 7th Street for loading until Vendor has completed the breakdown process with display completely packed and disassembled for loading.
- 7th Street is open to Vendor vehicle traffic at 5:00 p.m. during Summer hours. 7th Street is open to Vendor vehicle traffic at 4 p.m. during Winter hours.
- By 5:45 p.m. during Summer hours (4:45 p.m. during Winter hours), all non-food 7th Street Vendors must have packed up all merchandise and folded their tent, and either left the merchandise in their space, or removed all merchandise and folded tent from their space to the 7th Street sidewalk for loading.
- At 6:00 p.m. during Summer hours (5:00 p.m. during Winter hours), 7th Street is opened to all traffic. At this time all Vendor and farmer trucks and vendor stands must be removed. If a Vendor's stand is not removed, Vendor may incur a \$50 fee due the next time he/she sets up at Eastern Market.
- At 6:30 p.m. during Summer hours (5:30 p.m. during Winter hours), all Vendors must be broken down with all merchandise and setup materials removed from the Eastern Market Square.
- Set up and break down should be conducted in an efficient manner. Vendors loading and unloading on 7th Street must pull to the east curb to load and unload. 7th Street loading and unloading is not permitted on the Eastern Market side of 7th Street. Vendors must be respectful of fellow Vendors and follow the suggested timeline for loading and unloading of 15 minutes.
- Vendors may not enter 7th Street to set up after 9:30 a.m.
- All Vendors must have a loading/unloading permit displayed on their vehicle when loading or unloading on 7th Street. Said permit is issued to each Vendor by the Market Manager.
- In the event of early breakdown in inclement weather, management will attempt to manage the market in such a way that allows Vendors to protect themselves and their merchandise from harm.
- To the extent reasonably possible, early departure by a Vendor shall be coordinated with the Market Manager.
- Vendors must leave their spaces clean. If a Vendor's space is not clean upon departure, Vendor may incur a \$10 fee the next time he/she sets up at Eastern

Market.

- There are not enough trash receptacles or staff to empty the garbage of both customers and Vendors throughout a busy summer day. For that reason, Vendors are requested to not leave trash in garbage receptacles and to follow the same “Carry in, carry out” motto of the National Parks Service.
- Vehicular traffic on 7th Street is one-way from North Carolina Ave. to C Street.
- The speed limit when using 7th Street for set up or break down is five (5) miles per hour.
- To ensure that parking space is available for customers, Vendors must avoid parking their cars on streets directly adjacent to Eastern Market.

#### **IV. Space Configuration Requirements**

Spaces must be configured in the following manner:

- Broadway: Vendor product displays cannot exceed seven feet from the wall. Vendor displays cannot exceed 10 feet from North to South.
- North Hall Plaza spaces that are up against the building: Vendor product displays cannot exceed seven feet from the wall. Vendor product displays cannot exceed 10 feet from East to West. Vendors may have an Umbrella or 8X8 Tent.
- North Hall Plaza 5x10 spaces in the middle of the plaza: displays cannot exceed the 5x10 space allotted. All Vendors need to have access points into and out of their space.
- North Hall Plaza 10x10 spaces in the middle of the plaza: Vendor displays cannot exceed the 10x10 space allotted. All Vendors need to have access points into and out of their space.
- North Hall Plaza Spaces that are adjacent to North Carolina Avenue: Vendors may not come out further than 7 feet from the curb.
- 7th Street: Vendors cannot exceed the 10x10 space allotted.
- Farmer’s Line Shed: Vendors must not occupy aisles and must not occupy more than 12 feet of space from the curb of the farmer’s line shed.
- Natatorium: Vendors cannot exceed the 10x10 space allotted.
- Vendors need to conduct all of their business within their space. A Vendor cannot place a chair adjacent to their business and watch his/her store from outside of the assigned space.

#### **V. Exhibit Display and Operation**

- Vendors must maintain their exhibit and space in an attractive, clean, orderly, and professional manner.
- Vendors are required to request written approval from management before introducing a new product line to Eastern Market.
- Vendors must secure all tents, canopies, umbrellas, and other forms of stall cover with weights. Each tent leg must have a 24 pound (lb) weight. Umbrellas must have a single 50 pound (lb) weight securing the base.

- Vendors must ensure that their exhibit causes no damage to historic Eastern Market, Eastern Market Square, or the exhibits and products of fellow Vendors. Vendors may not allow their stall coverings to cover the walkways, common areas, or any other space other than the assigned Vendor space.
- Vendors must ensure that all of their products and exhibit materials stay within the confines of the space that is assigned to the Vendor by the Market Manager. If a vendor takes up more than his/her assigned space, he/she will receive a \$30 fee due the next time he/she sets up at Eastern Market.
- Vendors may not display products from or lean products against Eastern Market or the Farmer's Line Shed. Farmers are permitted to hang fabric that is air permeable from the outside bar on the Farmer's Line Shed to protect their product.
- Vendors using propane tanks of any size in Vendor's permitted space:
  - Vendor must contact the Office of the Fire Marshal at (202) 727-1600 and obtain a permit *before* the propane tank is carried into the exhibit space.
  - Vendor shall have on site a UL-rated fire extinguisher with a handle and a visible pressure gauge indicating the extinguisher is charged and ready for use, and of the appropriate size and class rating for the Vendor's use as indicated by the Fire Marshall's permit, for example, "Class A," extinguishing agent if Vendor is not cooking in the permitted space, "Class K" (for grease fires) if Vendor is cooking.

## VI. Vendor Conduct

This list is not inclusive of all situations. The Market Manager reserves the right to take action on any and all activities conducted by Vendors that may be contrary to the public interest, interfere with the operation of Eastern Market, or are unprofessional. Infractions include, but are not limited to, the following rules:

- All Vendors must represent their business and the market in a professional and courteous manner.
- Sound levels from individual stalls shall not interfere with any other Vendor's ability to conduct business or cause complaints from customers or other Vendors to the Market Manager.
- Children under eighteen (18) years of age must be supervised at all times.
- Vendors must contact the on-site weekend Market Manager if any issues or disputes with fellow Vendors arise.
- Vendors should not attempt to approach customers who are suspected of theft; Vendors should immediately call 911. The 911 call will be dispatched to the nearest police officer, often a member of DGS Protective Services Police Division.
- Vendors must obey all laws, codes, and regulations, including the fire code.

- Vendors shall not aggressively solicit or call to customers as they pass by.
- Vendors shall not cause or permit objectionable odors to emanate or be dispelled from the Vendor's space or truck.
- Vendors must sell their product from their vending space and cannot walk around Eastern Market distributing leaflets or otherwise attempting to solicit business.
- All trained service animals are welcome at Eastern Market. Vendor-owned pets are not allowed under the Farmer's Line Shed (due to the presence of food). Vendor pets that cause a disturbance of any kind are not allowed at Eastern Market. *(Please note that per the Americans with Disabilities Act (ADA), **Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.** Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA. Source: [https://www.ada.gov/service\\_animals\\_2010.htm](https://www.ada.gov/service_animals_2010.htm))*
- Vendors are not permitted to smoke on the Eastern Market Square.

## VII. Vendor Pricing

### Farmer and Food Merchant Pricing

	Farmers/Growers/Producers			Prepared Food Sellers (Tent)
	10x10 Tent	Full Covered Bay	1/2 Covered Bay	
Daily Rental Rate	\$30.00	\$44.00	\$30.00	\$39.00

### Outdoor Non-Food Vendor Pricing

	Non-Food Sellers				
	Broadway 7x10 & Pool 10x10	North Hall Plaza 1/2 10x10 space	Full Covered Bay	1/2 Covered Bay	7th Street
Daily Rental Rate	\$28	\$28.00	\$44.00	\$30.00	\$44.00

- Vendors who go into the lottery or do not have a set space will pay

based on the location where they set up, like all other Vendors.

- If a Vendor occupies two spaces in the North Hall Plaza, the Vendor must pay for both of the spaces.

### **VIII. Payment and General Business**

- Vendors must pay stall rental in the form of a check, cashier's check, money order or credit card. Cash payments are not accepted.
- Any check that is returned due to insufficient funds will accrue fees assessed by the District of Columbia's Office of the Chief Financial Officer (CFO). These fees are independent from Eastern Market and the Market Manager. This fee is \$65 per check. Any Vendor must resolve any issue or dispute related to a returned check directly with the CFO.
- In the case of a returned check, a Vendor must pay all past rent and any fees assessed by the CFO in the form of money order, cashier's check, or credit card before being allowed to vend on any subsequent day.
- After a Vendor submits one (1) returned check for insufficient funds, the Vendor must pay only by cashier's check, money order or credit card.
- All Vendors must provide the Market Manager with a copy of their sales and use tax certificate.
- All Vendors are solely responsible for the collection and payment of permits, licenses, business, and sales taxes.
- All food Vendors must obtain the appropriate licenses and permits as required by all laws, codes, and regulations.

### **IX. Enforcement of Rules**

- As per the "Eastern Market Act," if a Vendor breaks any rule in this Eastern Market Vendor Agreement, he or she will first receive a written Market Violation Notice. If the Vendor receives three (3) Market Violation Notices during any twelve month period, the Vendor's participation in the Market shall be automatically cancelled, and no Vendor fees will be refunded.
- Without regard to the Market Violation Notice procedure above, the Market Manager reserves the right to take appropriate action, up to and including revocation of a Vendor permit, if Market Manager determines such action is warranted by Vendor's behavior. Examples of behavior warranting revocation include, but are not limited to, inebriation, theft, or sexual harassment, threats or violence toward another Vendor, Eastern Market staff, or a member of the general public.

### **X. Liability and Amendments**

- The Market Manager reserves the right to amend these rules at any time, with guidance and recommendations from the Eastern Market Community Advisory



Committee (EMCAC) and the Tenants' Council.

- Vendor agrees to accept the Market Manager's decisions as final in any dispute between Vendors, or between a Vendor and a member of the general public.
- The Market Manager reserves the right to contact security and the law enforcement authorities if any Vendor does not comply with the Market Manager's decision to require a Vendor to vacate the Eastern Market Square.
- Any Vendor that uses a porter to assist with their exhibit set up and/or break down will do so at his/her own risk and will be held responsible for any damage to Vendor merchandise and the Eastern Market Square resulting from the use of the porter.
- The Market Manager will not be held responsible for any damage caused by weather, other Vendors, customers, or customers' pets.
- Vendor understands and agrees that this Eastern Market Vendor Agreement permits Vendor only the right to vend within his or her permitted space in accordance with the Agreement, and conveys no additional rights to Vendor.
- Vendors shall indemnify and hold harmless the District, its officers and employees, from and against all claims, suits, charges, attorney's fees, and judgments to which the District, its officers and employees may be subject to on account of injury to persons or damage to property, including property of the District, due to negligence or intentional misconduct of the Vendor, or its agents or employees, or resulting from failure to observe and comply with these rules.

## **XI. Grievance Process**

- Any Vendor with a complaint regarding any Eastern Market issue must present the matter in writing to the Market Manager for a resolution. The Market Manager will attempt to resolve all such complaints within fifteen (15) business days of receipt, and will provide the Vendor with a final decision in writing.