



**POLICIES & PROCEDURES
CITY MARKET AT CITY GOODS
2024 SEASON**

City Goods desires to create a fun and safe place for our community. We require all vendors and their employees, contractors, agents, and guests to adhere to our policies and procedures to be a part of the project/events. City Goods may modify or supplement these policies and procedures from time to time for the good order, safety, care, and cleanliness of City Goods and the event space. The policies and procedures will be updated on the market webpage and a notice will be sent out to accepted vendors.

CITY MARKET at CITY GOODS

BUSINESS NAME: WPH Markets, LLC

DBA: City Goods

EVENT NAME: City Market

CONTACTS:

Alex Bleiker

(440) 413-5059

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Liz Painter

(412) 378-6505

Liz.Painter@CityGoodsCLE.com

COMMUNICATIONS:

Vendors are expected to correspond with City Goods as needed for successful event operations. This communication can be in-person, via phone, text, or email.

DATES, TIMES, THEMES:

- SATURDAY, MAY 11, 10AM-4PM | MOTHER'S DAY MARKET
- SATURDAY, JUNE 8, 10AM-4PM | PRIDE MARKET
- SATURDAY, JULY 13, 4PM-10PM | SUMMER NIGHTS MARKET
- SATURDAY, AUGUST, 10 10AM-4PM | SUMMER DAYS MARKET
- SATURDAY, SEPTEMBER, 14 10AM-4PM | FALL EQUINOX
- SATURDAY, OCTOBER 12, 10AM-4PM | VINTAGE MARKET



LOCATION:

City Goods
1442 W. 28 Street
Cleveland, Ohio 44113

WEATHER:

This is an outdoor event. Rain or shine. If the weather becomes a safety risk, the City Goods team has the right to cancel/postpone/or end the event early.

VENDOR FEE:

The vendor fee is \$125.00 (\$100 Early Bird Pricing) and is due at time of acceptance to confirm your booth space.

Please contact AlexBleiker@CityGoodsCle.com or Liz.Painter@CityGoodsCLE.com directly if you need to make other payment arrangements.

Vendor space can only be guaranteed once the vendor fee is paid in full.

VENDOR COST RESPONSIBILITY:

Vendors are responsible for costs of all labor, materials, equipment, supplies, sales tax, and any other items necessary for their participation in City Markets. City Goods will not be held liable for any debt, tax, or assessment accrued by any Vendor in the operation of their services.

REGISTRATION:

All vendors must apply and purchase booth space and pay booth space in full to City Goods to be considered a vendor during City Market.

LOAD-IN / LOAD-OUT:

LOAD-IN:

Please load-in from Church Street alongside City Goods. Unload and move your car as quickly as possible, as the market area is one way. Vendors will be advised as to the location of its space and will be required to have space fully set-up prior to event start. **Spaces will be assigned upon confirmation notice, please see map on page 5 of information packet, to reference booth numbers.*



Load-in is determined based on your assigned booth space.

- LOAD-IN SPACES 1-5: 8:30 AM
- LOAD-IN SPACES 6-10: 8:15 AM
- LOAD-IN SPACES 11-16: 8:00AM

LOAD-OUT:

Reverse above load-in, vendors must pull out in the order of booth spaces. Vendors must completely remove all merchandise and/or items within and completely vacate the Space upon the completion of the event. (no later than 6PM on event day).

Vendors may not begin tear down or move out prior to event end, unless the City Goods team provides prior explicit permission.

Vendors must completely remove all merchandise and or items within and completely vacate the space upon the completion of the event. (no later than 6PM on event day). Any items left behind and otherwise not properly disposed of, including, but not limited to, furniture fixtures, tents, or other merchandising materials, or inventory may be done with as City Goods sees fit.

Vendor space must be installed with safety as a top priority. The vendor will be responsible for damages made by installation. Although there is no specific requirement as to what vendor set-up should look like, we strongly encourage creativity with how you display your goods. We encourage vendors to plan their merchandise set-up, in advance of set-up.

Food trucks must maintain a 10' minimum distance from the front bumper of one truck, to the rear bumper of the next food truck.

VENDOR PARKING:

Street parking or Church & State paid parking garage on Church Street. Free vendor only parking lot TBD.



VENDOR SPACE:

You will have an area of 10 ft x 10 ft for your tent and other items. Booth spaces will be assigned by the City Goods team. 10' x 10' pop-up tent must have straight legs in order not to impede on the space on the vendors on either side. If additional space is deemed necessary or available by City Goods, the vendor may purchase space with pre-approval.

WIFI:

WHAT IS THE VENDOR WIFI (FOR POS SALES ONLY):

**Do not share with guests or use on personal devices.*

- **NETWORK:** CityGoods-Vendors
- **PW:** 12Home88

WHAT IS THE GUEST WIFI:

**Open to the public.*

- **NETWORK:** CityGoods-Guest
- **PW:** CityGoods

EMERGENCY:

Vendor shall notify City Goods asap if an urgent matter arises. In the case of an emergency do not hesitate to call 911.

PERMITS/LICENSES/TAXES/BUSINESS PRACTICES:

Vendors should hold all required licenses and permits. Pay all required taxes associated required by law in the city, state, and federal government while participating with City Goods for their specific industry. City Goods is not responsible for fees, fines, etc., for Vendors not obtaining or maintaining proper permits and following city ordinances regarding licensing, health, and or fire codes. Any required warning based on the industry must be displayed based on laws surrounding products/industry requirements.



HAZARDOUS PERMIT:

A city Hazardous Substances/Materials permit must be obtained and visibly posted when utilizing propane gas.

LICENSE:

In accordance with City of Cleveland's Vendor ID Law, section 675.02 of the Codified Ordinance, no person shall engage in vending anywhere in the City without a Vendor's license.

CLEANLINESS:

It is the vendor's responsibility to keep their area clean and free of any trash during and following the event. The space must be returned to its original condition following the event.

Food vendors are required to provide hand sanitizer for guests.

Used oil and grease are not permitted to be disposed of with regular trash because those are hazardous materials and require proper handling by the vendor.

COVID 19 PROTOCOLS:

All federal, state, county, and city regulations for Covid 19 safe operations, including social distancing protocols, must be followed. All employees must wear masks if required by state and city, and truck operators are responsible for maintaining a six-foot distance for customers.

DISPLAY/MERCHANDISING/BOOTH SET-UP:

All merchandising must be installed with safety as a top priority.

10' x 10' Tents must have straight legs.

Each tent leg must be weighted with a minimum 20lbs of weight per leg.

Vendors must not set-up on the sidewalk and must stay inside assigned booth space. Vendors will be required to align up directly against the curb.

Anchoring or drilling into any area of City Goods is strictly prohibited. Staking is **NOT** permitted into the lawn, flower beds, or any other landscaping material on City Goods grounds. This includes tents,



temporary signage, displays, barriers, or any other similar visual display. The placement and location of tents throughout City Goods must be approved in advance by City Goods and coordinated through City Goods.

LOSS/DAMAGE/INJURY:

City Goods cannot assume responsibility for any personal injury, damage, theft, or loss of property in conjunction with the vendor's participation in this event.

MARKETING:

Vendor agrees to permit City Goods to use vendor name, logo, product description, and photographs for promotional materials and marketing purposes. Vendor further agrees to release all rights or claims in connection with the photo(s)/videotape in which they appear at City Goods or at City Goods events.

The photo(s)/videotape, if used, will be for the promotional purpose of marketing future City Goods events. The vendor waives any right to inspect or approve photo(s)/videotape. All photographs, negatives, and videotapes acquired by City Goods shall constitute the sole property of City Goods.

OPEN FLAMES & SMOKE:

(BBQ grills, propane, charcoal, or wood-burning, candles, etc.) must be approved by City Goods. No open grilling is permitted without approval. All state and city Fire & Safety codes must be followed. No open flame or smoke is permitted within any City Goods buildings or on the City Goods premises without written permission.

Propane tanks must be secured to the truck.

SIGNAGE:

All sign/banner placement must be approved by City Goods prior to placement. signs, decorations, and related materials may not be taped, wired, tacked, stapled, nailed, or affixed by cords in any manner, to a permanent structure, trees, or any similar landscaping material without prior written approval.



WALKWAYS:

Pedestrian walkways may not be impeded by tables, chairs, or other equipment that limits the ability of visitors to easily navigate the walkways.

UTILITIES:

WATER:

Potable water is not readily available and must be provided solely by the vendor.

ELECTRICITY:

Electricity is not provided. If electricity is needed for operations, please reach out to the City Goods team to come up with a solution.

ALCOHOL:

Sales and distribution of alcohol at any time is expressly prohibited.

CONDUCT:

City Goods retains the right to decide if the vendor's conduct is unacceptable/unsafe for a family-friendly public space and will foster a positive atmosphere. Failure to respect and treat City Goods employees, other vendors, licensees, customers, or guests kindly will not be tolerated. If you feel that there is a vendor, licensee, customer, or guest you are unable to serve for any reason, contact a City Goods team member, or any person so designated, immediately. In the case of an emergency, call 911 first. Detrimental personal conduct includes, but is not limited to: Failure to conduct oneself in a friendly and professional manner with other licensees, vendors, customers, or guests, including arguing, fighting, or the use of abusive, threatening, or vulgar language. Interfering with another licensee's/customer's space area. Any act which might endanger the safety, health, or lives of others. The sale, or distribution of narcotics, intoxicants, controlled substances, or prescription drugs, is prohibited.



Additional conduct not permitted:

- Interfering with other vendor / licensee's sales, products, or space
- Engaging in actual or threatened physical violence or abuse toward another vendor, licensee, customer, or guest.
- Any act which might endanger the safety, health, or lives of others.
- Bringing personal firearms, weapons, or any other potentially dangerous items not legally allowed
- Insubordination or refusal to follow the directions of the City Goods team, or any person so designated, or other disrespectful conduct toward the same
- Sleeping
- Non-business-related conduct, either verbal or physical, which other vendors, licensees, customers, or guests find offensive, especially conduct of a sexual nature.
- Use of obscene or abusive language.
- Yelling or acting inappropriately in front of other vendors, customers, or guests.
- Abusing of alcohol or the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, narcotics, intoxicants, controlled substances, or prescription drugs.
- Fighting or arguing with another vendor, licensee, customer, or guest.
- Smoking anywhere on City Goods premises.
- Theft or causing damages of any kind.
- Failure to conduct oneself in a friendly and professional manner with other vendors, licensees, customers, or guests.
- Selling or displaying culturally-appropriative items or items that portray a culture, ethnicity, gender identity, race, or other defining quality in a derogatory or demeaning way.
- Unapproved sharing of space with a vendor who has not been approved in writing by City Goods

NO FUTURE OBLIGATIONS TO THE LICENSEE:

Vendor acknowledges that City Goods is under no obligation to offer the vendor the opportunity to continue its participation at City Goods following the event.

REPRESENTATION OF CITY GOODS:

The vendor cannot be in no way a representative of City Goods and cannot speak on their behalf.



INSURANCE:

All vendors are required to have insurance and add WPH Markets LLC, DBA: City Goods (1442 W. 28 Street Cleveland, Ohio 44113) as additionally insured.

FORCE MAJURE:

Event hereunder (including the payment of amounts due hereunder) shall be excused during the period and to the extent that such event is rendered impossible, impracticable, or unduly burdensome due to acts of God, strikes, lockouts, or labor difficulty; governmental requirements; unavailability of parts through normal supply sources; failure of any utility to supply its services for reasons beyond a party's control; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; or any other cause beyond the reasonable control of the party whose performance is to be excused.

In the event the spaces and/or premises to be used are unavailable on a particular event date due to construction, partial or total destruction, acts of God, severe inclement weather, or any other similar cause beyond the control of the parties which would make it inadvisable, illegal, or impossible to perform under the terms and conditions of this Contract, both parties retain the right to cancel the service.

In the event of a COVID-19 Emergency, City Goods may elect to cancel the scheduled date up to twenty-four (24) hours in advance of the Vendor's scheduled date, and, in such event, the Rental Amount shall be fully refundable to the Vendor. For purposes of this subsection, "COVID-19 Emergency" means any executive, judicial, legislative, or administrative order, mandate, regulation, injunction, restraining order or initiative issued under the laws of the State of Ohio, County of Cuyahoga, or City of Cleveland which prohibits mass outdoor gatherings or otherwise precludes the event from lawfully occurring at the time and location contracted for herein due to reasons related to the COVID-19 pandemic.

CANCELLATION:

Vendors shall notify City Goods as soon as possible by email. If Vendor needs to cancel their scheduled date. Refund or Alternative Date Swap at the discretion of City Goods.

Vendor must not allow other businesses to take-over their space without written approval by City Goods.



PERMITTED MERCHANDISE:

The vendor may use the assigned Space only for the marketing, promotion, and sales of “Permitted Merchandise,” meaning only the products and/or merchandise identified and described by the vendor in the Application and approved by City Goods. Vendors are not permitted to sell any additional or different merchandise without prior written approval by City Goods. City Goods may require the Vendor to remove any non-permitted merchandise at its sole discretion at any time.

RETURNS & EXCHANGE POLICY:

All sales are final at City Goods, guests will be referred directly to the licensee/ vendor and return/exchanges will be at the discretion of each small business owner.