

# *Market Rules and Regulations*

## **I. Cooperation and Compliance**

1. Tenants shall cooperate with Baltimore Public Markets Corporation in the operation of the markets.
2. Tenants shall comply with all City, State and Federal Laws, rules and regulations now in effect, or which shall be hereinafter enacted, governing any or all of those things directly or indirectly connected with the sale, storage or handling of food or other products.

## **II. Market Hours**

1. All markets shall be open Monday through Saturday except Hollins market which is open Tuesday through Saturday. Written permission for variance in hours must be approved by the landlord.
2. Market business hours are 7 AM to 6 PM, except when variance in business hours other than stated, have been approved by the Landlord. All tenants are expected to have their stalls open and operating in accordance with Appendix C “core hours” of the lease agreement.
3. When a tenant’s stall is closed, a sign shall be posted to inform the public of the reason for closing. During market hours, enough of the stall lights shall be kept on to prevent a dark section in the market. Failure to comply can result in fines.
4. Except with written permission, no tenant or other person will be permitted in the market until one hour prior to Market opening time, and all tenants, their employees and their associates must be out of the Market no later than one hour after closing time. Tenants who have been granted written permission to be in the market after hours, will be held responsible for any thefts, damages, vandalism, etc..to the property of any tenant and/or property of the Landlord. Tenants without permission can be charged with trespassing and held responsible for any theft, damages, etc to property of tenants and/or Landlord, and the termination of their lease.
5. Baltimore Public Markets Corporation reserves the right to refuse the issuance of a lease or to cancel a lease previously issued to any person whose presence, in the opinion of Baltimore Public Markets Corporation would be detrimental to the market, patrons and merchants.

## **III. Construction and Maintenance of Stalls**

1. The construction of counters, enclosures, or any improvements, or the installation of cases or other equipment of any kind or type, or any additions, changes or remodeling of stalls or equipment of any kind or type therein shall not be undertaken until plans and specifications, including a floor layout and rendering, for any and all of the preceding have been submitted to the Corporation and written approval obtained.
2. Any changes in approved plans must also be approved in writing by Baltimore Public Markets Corporation before they are completed.
3. All such work shall be performed by reputable and, where required by law, licensed mechanics or contractors.
4. When appropriate, a building permit shall be obtained from the Department of Housing and Community Development.
5. Construction shall be in compliance with the rules of the Health Department.

6. All stalls and equipment shall be maintained in safe and satisfactory condition at all times. If after a tenant has been notified of unsafe or unsanitary condition, and he has failed to remedy it, then and in that event Baltimore Public Markets Corporation shall have the right to enter the stall and make such repairs as in its sole judgement are necessary to restore the stall to a safe and satisfactory condition and will charge tenant for the costs.

7. Stall shall be constructed, and existing stalls shall be maintained, in accordance with the following design rules:

Walls: Tile, glazed cement block, or Health Department approved wood with formica laminated on both sides are acceptable.

Counters: Formica must be laminated to wood.

Open Space: Counter tops may be up to four feet from the market floor. Glass display cases may extend up to five feet one inch above the market floor. Identification signs and canopies above stalls, and lighting must be not less than eight feet eleven inches and not more than twelve feet above the floor of the market. No other signs, displays, merchandise or other article (except scales specifically authorized) shall be placed to obscure the view between five feet six inches and eight feet eleven inches from the floor. Corner posts are permitted.

Lighting: Fluorescent or incandescent are permitted, depending on the style employed in the market involved. Lighting must be adequate. Lighting is not permitted to hang in the open space between five feet six inches and eight feet eleven inches.

Storage: Out of sight, preferably behind a wall. Under-cabinet storage space must be at least six inches from the floor of the pad.

Grease Trap: Grease traps are required in stall with heavy use of fat or fish scales (especially stalls with meats, poultry, fish, fast foods, or fried chicken).

Trays: Stainless steel or other varieties approved by the Health Department are acceptable.

Wire: Screens of chicken wire and such material for security are not permitted.

Canopies: Require special permission, and must be in compliance with the open space requirement.

Submission of stall plans shall include the following information at a minimum:

- A. Floor plans (scale  $\frac{1}{2}$ " = 1'0") indicating interior design, display, and space planning concept, including fixture layout.
- B. Typical interior sections (scale  $\frac{1}{2}$ "=1'0").
- C. Storefront, counter and partition elevations and sections (scale  $\frac{1}{2}$ " = 1'0") including graphics, display cases, signage, materials and color of finish.
- D. Sample board consisting of materials and color chips firmly applied to a 8- $\frac{1}{2}$ " x 11" illustration board. All samples must be clearly labeled.
- E. Signage sketches (scale  $\frac{1}{2}$ " -1'0") indicating location, size, materials, color and letter type or logo for all graphics.
- F. Schematic plumbing, HVAC, electrical and fire protection drawings ( $\frac{1}{2}$ " -1'0").
- G. Lighting plan.
- H. Plan, section and elevation (including signage and graphics) of storefront and counter fixtures (if applicable) at  $\frac{1}{2}$ " scale.
- I. Location and quantity of all items that require roof or floor penetration.

8. Construction on stalls may not take place in the market on Friday and Saturday.

9. Construction on stalls involving noise may not take place during market hours.
10. Construction on stalls involving offensive odors may not take place during market hours.
11. Construction involving demolition of concrete may not take place during market hours and must be adequately shielded to contain dust.
12. Construction on stalls during market hours may be prohibited by the Corporation during busy market weeks and holidays.
13. The Corporation may, as a condition of renewal of a lease, require the renovation of stalls in accordance with the above rules for construction and maintenance.

#### **IV. Safety**

1. The tenant shall not be permitted to use or keep in the building any explosives, kerosene, burning fluid, or any illuminating materials in excess of such amounts hereof and in such containers as may be permitted by the Association of Fire Underwriters or any applicable law, ordinance or regulation governing the same.
2. No tenant shall permit seepage or leakage of water or fluids from any part of his stall into the aisles.
3. All tenants selling vegetables, flowers or other products that require sprinkling or dipping in water will be required to equip their stalls with waterproof pan or pans to be placed so as to prevent water from spilling onto the floor and to be fitted with a drain spout or waste line that is directly connected to a floor drain within the stall area.
4. No tenant shall do or permit to be done by his associates or employees anything that creates a hazard to life or property, or jeopardizes the safety of the Market or its occupants, or is offensive to any person within the market.

#### **V. Sanitation**

1. The tenant shall keep the area in and about his stall (including aisles around the stall) in a clean, safe, sanitary and attractive condition at all times. This includes regular cleaning of all showcases, scales, counters and other equipment at frequent intervals. Removable floors must be removed and subfloors (including the area under elevated counters) scrubbed at least once a week. Hand basins and sinks must be kept spotlessly clean and in proper working condition at all times. The tenant shall remove grease and /or debris spilled in the aisle immediately.
2. Tenants shall take responsibility for pesticide control within the tenant's stall. The exterminating, preferably contracted and approved by Baltimore Public Markets Corporation shall take place at regular intervals designated by Baltimore Public Markets Corporation. All such work shall be performed after hours or in the case of an emergency, take place so that there will be minimal disruption of business.
3. Personal cleanliness of Market personnel handling food is the direct responsibility of the tenants, and all Baltimore City Health Department rules applicable to the handling of food and food products must be complied with at all times.
4. Refuse must be kept in a container approved by the Baltimore Public Markets Corporation for the purpose being used. It shall be the tenant's responsibility to see that all refuse is taken to the refuse disposal room and properly disposed of in the compactor and/or container.
5. All merchants, their associates, and their employees who have access to and use of private restrooms will use these facilities in a manner to avoid any unclean or unsanitary condition.

6. Under no circumstances shall a tenant or his employee use the drainage system in the stall or in the market to dispose of grease, animal or fish offal, dirt, or anything else that will tend to clog the drainage system. If the system is in any way clogged, it is the responsibility of the tenant to clear the drain line or, the Corporation at its option may clear the drain line and charge the tenant the cost.
7. Tenants shall take all necessary precautions to prevent conditions causing or contributing to abnormal or offensive odors in the Market.
8. Under no circumstances shall a tenant or his employee or associate use the market refuse disposal system to dispose of trash other than that generated by business operations within the market.

## **VI. Aisles**

1. In no case is it permissible to place any stands, boxes, crates, stools or any other object in the aisles; nor is it permissible to extend counters, stalls, trays, or any other object or material beyond the stall line into the aisles or overhanging the aisles.
2. No type of seating arrangement may be installed at the stall without prior written approval of the Corporation.
3. No stock, merchandise, or other property of the merchant may be placed, stacked, stored, cleaned or processed upon unrented stalls or other areas of the Market or in the service drive or sidewalks. Any such articles found in these areas in violation of the above will be considered as refuse and may be promptly removed and disposed of by the Corporation without notice.
4. Trash, dirt, or debris may not be swept or placed in the aisles or in vacant stalls.

## **VII. Loading and Unloading**

1. The Market service drives and marked loading and unloading zones located at the Market buildings are intended to provide orderly and efficient receipt and delivery of merchandise and supplies by Market tenants. Persons using these areas must comply with all regulation signs posted. All deliveries to and from the Markets must be made from the service drive and none will be permitted elsewhere.

## **VII. Huckstering and Music**

1. No person shall make any public outcry, do "hawking" or give any musical sound or entertainment for the purpose of drawing customers or attracting attention.
2. Loud playing of radios is not permitted.

## **IX Signs**

1. No person shall distribute, scatter about, or post on or about the Market (including stalls) any advertising pamphlet, card, handbill, signs, displays, or other printed matter without the consent of the Corporation.
2. Signs on stalls, including price signs, shall be neatly lettered. Signs, notices, etc are not to be posted on market doors, windows, walls, etc.

## **X Conduct**

1. Disorderly conduct and boisterous, profane, vulgar or obscene language in or about the Market is prohibited.

2. Loiters, solicitors, peddlers, or disorderly persons shall not be permitted to remain in or about the premises.
3. No person shall be a public nuisance. A public nuisance consists of committing an act or omitting to perform a duty which act or omission annoys, injures, or endangers the comfort, repose, health or safety of other persons or offends public decency.
4. Tenants licensed for the sale of on-premises alcoholic beverages shall be responsible for the conduct of their customers in the Market. Customers must consume the alcoholic beverage at the stall where it was purchased.

#### **XI Pets**

1. No dogs, cats, or other household animals or pets will be permitted within the Market at any time.

#### **XII. Weights**

1. No scales, or weighing or measuring devices may be used until they have been inspected and approved by the Bureau of Weights and Measures, and the tenant shall have all such scales, weighing or measuring devices checked or inspected as often as may be necessary to verify their accuracy at any time during normal business hours.
2. All scales must be placed in a position adjacent to the public aisle and in a manner easily visible to the public. Should a tenant have more than one set of scales, he shall in all cases use the scale nearest the customer whose purchase is being weighed at that time. Nothing is to be placed to obstruct the purchaser's view of the scale.

#### **XIII Employees**

1. No person under the age of 16 shall be permitted to operate any equipment owned by the corporation, this includes trash compactors, etc.
2. Tenants are responsible for the conduct of their employees, children and any other associates in the market.

#### **XIV Lease Terms**

1. Tenants shall sell only the items named on the lease for the stalls listed in the lease, unless otherwise noted in the lease.
2. Items listed in the lease must be sold year-round unless otherwise noted in the lease. Items not being sold will be removed from the lease.
3. You must submit a written request to add new items to your lease. **You may not** sell these items until a written approval has been granted by the landlord.

#### **XV Payment**

1. Rent is due the first day of the month in the billing period. If the rent is not received by the 7<sup>th</sup> day of the billing period (**or subsequently received, is not postmarked on or prior to that 7<sup>th</sup> day**), a penalty of 10% of the rental fee for the period will be added to the amount due.
2. Another 10% of the rental fee will be added on the seventh day of the next month, and on the seventh day of each month thereafter on any unpaid balance.

3. Rent shall be payable in advance monthly.
4. Timely payment of rent is the responsibility of the tenant.

#### **XVI Assignment of Leases**

1. The tenant may not sublease his stalls.
2. The tenant may not assign or transfer the lease without the written permission of the Corporation.

#### **XVII Code of Ethics**

1. Overcharge or short weight will not be tolerated. It shall be the responsibility of each tenant to ensure that every customer receives full measure or weight of the product purchased and that the customer knows the price of the item and that the amount charged is correct. The tenant will also determine that the change given to the customer is correct.
2. Misrepresentations of the quality or grade of any product, or deceptive packaging, such as putting an inferior product in the bottom of the package or container or mixing several grades or qualities in a container or package indicating a single higher grade or quality, is prohibited.
3. No product shall be offered for sale that is unwholesome, inedible, or unusable. All products offered for sale in the Market are subject to inspection by properly designated representatives of the Corporation and the Corporation reserves the right to enter upon the premises and to remove and dispose of any product deemed by it to be unwholesome, inedible or unusable.
4. Any fruit, produce or other products offered for sale to the public in a bruised, damaged, or imperfect condition (but specifically excluding those referred to in the preceding paragraph) shall be clearly marked as such.
5. "No refund" policies, if they exist, must be posted and CLEARLY VISIBLE TO THE CUSTOMER.
6. Every merchant shall conduct his orders and their business in a manner befitting the dignity and tradition of the Corporation. At no time shall any tenant, his associates, or employees perform any discourteous, unethical or other act that would bring discredit upon himself, his fellow merchants, the Corporation, or the City of Baltimore.