



Public Market Policy and Operation Manual

*America's Oldest Continually Operated Market
Homegrown and Handmade Since 1791*

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I. DEFINITIONS OF THE MARKET

A. MISSION AS A PUBLIC MARKET

The French Market Corporation's (FMC) mission is to be recognized as one of the nation's premier public markets of retail, food, and cultural activity while retaining its historical character, satisfying its fiduciary obligation to the City, and enhancing the aesthetic fabric of the Vieux Carre. To achieve this goal, The FMC and its Board of Directors encourages the creation of independent, owner-operated retail day-stall businesses that grow the cultural fabric of the city, enhance economic opportunity for the vendors, treat customers with courtesy and respect, offer goods for sale which excite the marketplace and enrich the image of the Public Market, and expand fresh food vending in the French Market with an emphasis on the sale of regional farm produce and locally made foodstuffs.

B. PERSONS WORKING IN THE PUBLIC MARKET

Flea Market Vendor: A Flea Market Vendor is an individual engaged in the sale of new or used goods in the open-air Pavilions of the French Market, of which goods may either be produced by the Vendor or purchased at wholesale for retail sale.

Farmers Market Vendor: A Farmers Market Vendor is an individual or company working as either a farmer or food producer who sells fresh food or agricultural products, including fresh fruit and vegetables, meat products, dairy products, grains, baked goods, and other freshly prepared foodstuffs.

Arts Market: An Arts Market Vendor is a Vendor who participates in a specially scheduled ad hoc Arts Market as determined and scheduled by the French Market Staff.

Other Market Vendors: Vendors who lease permanent, fixed stalls as well as those tenants who lease "bricks and mortar" food stalls in the Public Market are considered Commercial Tenants of the FMC and are not bound to this manual, except as stated regarding Dual Licensing.

Employee: A Vendor is allowed to hire up to three licensed people to act as employees, subject to the conditions stated regarding the licensing of employees. An employee may work for up to two Vendors, however an employee may only work for one Vendor per day. Any person holding a valid Vendor's License is not allowed to also hold an Employee's license.

Cross Market Vending Allowed: A Cross Market Vendor is a Farmer's Market Vendor who is approved to also vend non-food items. The general intent is that a non-food item sold by a Cross-Market Vendor be either directly produced by the Vendor or be directly related to the food stuffs sold by the Vendor. A Cross-Market Vendor may only set up a stall in the Farmer's Market Pavilion, all nonfood items must be approved by the FMC Executive Director, and no more than 40% of a Cross-Market Vendor's merchandise may be non-food items.

C. PUBLIC MARKET LOCATION:

The term "Public Market" means the entire open-air portion of the French Market District, including the historic market stalls along the 1100 and 1200 blocks of North Peters as further defined below.

Farmers Market Pavilion: The Pavilion along the 1100 block of North Peters Street bounded by Gov. Nicholls Street and Ursulines Avenue is defined as the "Farmers Market Pavilion" and Farmers Market Vendors will have priority for daily set up in this Pavilion. In the event day stall spaces are

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available in the Farmers Market then those Flea Market Vendors who have been pre-approved may elect to set up in the Farmers Market Pavilion.

Flea Market Pavilion: The Pavilion along the 1200 block of North Peters Street bounded by Barracks Street and Gov. Nicholls Street is defined the “Flea Market Pavilion” and is the location where Flea Market stalls are located. No Farmers Market Vendors or other food Vendors, other than those grandfathered in, are allowed to set up in the Flea Market Pavilion.

Other Market Areas: For special events such as Arts Markets, Mask Markets, and other special events Vendors may be set up on an as needed basis at various locations in the market as determined by Staff. Locations may include Latrobe Park, Dutch Alley, or other locations as necessary.

Special Use of Market Pavilions: From time to time Market Management may designate certain Market Stalls for special event or promotional uses and reserves the right to restrict or otherwise assign those spaces.

D. **MARKET STALL RENTAL**

All Market Stalls are rented on a per-day basis and no lease is implied. The daily rental rates for stalls vary by individual stalls and are based on location and day of rental. The current rental rates are available from the Market office. Rental rates are subject to change annually effective March 1 of each year and any changes to the rental rates will be posted at least 30 days before their effective date. Except for Weather Checks, Credits for daily rentals are not available for Stall Rental.

E. **STALL SELECTION PROCESS**

Stalls are assigned each morning to Vendors according to Tenure and availability. Vendors may preselect stalls in a Lottery Process as further defined in Section VI of this manual.

F. **RENTAL REQUIREMENT**

Rental of a Market Stall requires the individual be licensed by the French Market and authorized, be current with all payments, permits, sales tax filings, and any other financial obligation to the FMC. In order to protect the Vendors, Market Staff, and the City of New Orleans, only those Vendors who have been licensed to sell may rent a stall.

G. **SWAPPING OR SUBLETTING**

A Vendor may only rent a space directly from the French Market office. Subletting is defined as a Vendor renting, swapping, trading space, lending space, or any other method of intra-Vendor stall reassignment without the express consent of Market Management. The French Market considers subletting a serious violation of Market Policy, it is strictly forbidden and all parties in violation will be subject to immediate and permanent expulsion from the Market.

H. **MARKET TENURE**

Tenure is used to establish a rank amongst Vendors and is used to make determinations of stall assignments. The policy of the Tenure system is thoroughly defined in Section V of this Manual.

I. **INACTIVITY**

Vendors who do not vend at least once in any 12 month period will be classified as inactive and will need to resubmit an application to be readmitted to the market. Applicants who are accepted

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to the market but who do not vend within 90 days from acceptance will also be classified as inactive and will need to resubmit an application.

J. **VENDOR COMMITTEE**

The Vendor Committee is an elected committee of Vendors to represent matters of Vendor's business to the FMC. The rules and processes of the Vendor Committee are on file with Market Management.

K. **VENDOR IDENTIFICATION CARDS**

Vendor ID Cards are available from the Market office and they are required by **every Vendor** in order to participate in the Market and conduct all business with the FMC. All Vendor ID Cards expire on March 1 of each calendar year and will be subject to the terms as stated in this manual.

L. **SALES TAX FORM**

Any reference to Sales Tax Form means a bonafide copy of the actual form submitted by the vendor to the City of New Orleans or State of Louisiana. Any form received which has been altered, amended, or otherwise appears to not be valid cannot be accepted by Market Management. Market Staff collects monthly sales tax filings from the Flea Market Vendors on or after the 20th of each month as a method to determine if a Vendor is current with sales tax filings and possesses a current City Occupational License.

M. **APPLICATION TO THE MARKET**

Applications are accepted seven days a week from 10:00 a.m. until 3:00 p.m. Contact the Market Office at 1235 N. Peters Street, New Orleans, LA 70116 or 504- 596-3420 for detailed instructions on the Market Application process. All applicants will be required to provide a copy of a valid Driver's License or government issued photo identification bearing the Applicant's current address, copies of the Vendor's occupational license, and state and city sales tax clearance form. Applicants may not apply more than once in any six-month period. Applications are also available online at www.frenchmarket.org.

II. **MERCHANDISE – FLEA MARKET**

A. **MERCHANDISE, GENERALLY**

The FMC desires to host a public Flea Market of myriad, unique, and exciting merchandise that appeals to a wide variety of shoppers. It is understood that in order to achieve this goal the Market Manager should promote and allow a diverse offering of products with a healthy mix of new and used items, hand crafted and manufactured items and gifts, household items, arts and crafts, and other products as deemed desirable by market shoppers. Merchandise is expected to be of quality construction, pose no safety concerns for the customer, and should have a reasonably sufficient life expectancy. Items which are crafted locally and embody the character, spirit, and artistry of Southern Louisiana and the Gulf Coast region are strongly encouraged. Mass produced items and items with heavy saturation in tourist-focused retail stores around the city are discouraged.

B. **VENDORS MERCHANDISE OFFERINGS**

The FMC encourages each Flea Market Vendor to have a general theme associated with their goods offered for sale. Each Vendor will then be allowed at least five different categories within that theme to be available on a year-round basis and a maximum of three different seasonal categories on an as-needed basis. The addition of categories allowed will be at Market Manager's discretion.

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C. MERCHANDISE APPROVAL PROCESS

The process for Vendor approval begins with submitting the application (obtained either in the Flea Market Office or online) to the Market Manager. The Market Manager, Executive Director, and members of the Vendors Committee then review applications twice weekly for compliance with city code and Occupational License requirements, and for compliance with the established list of items under Moratorium. Generally a decision of acceptance or rejection will be made within 3-5 business days after application. Provided that an applicant is compliant with all city registration requirements and does not present items for sale which are either on the moratorium list or on the prohibited list then acceptance can generally (but not automatically) be inferred. In the event an application is denied, the reason for denial will be submitted in writing to the applicant.

D. MERCHANDISE MORATORIUM

In an effort to provide a vibrant and competitive marketplace that promotes economic activity yet protects the market, the FMC reserves the right from time to time to place a moratorium on the new addition of certain types of merchandise saturated in the Market. If an item is under a moratorium as determined by the FMC Staff then no applications for that merchandise will be accepted until the Moratorium is lifted. A list of items under moratorium will be made available in the Flea Market Office and on the French Market website.

E. PROHIBITED MERCHANDISE

Upon application to the Market, all Flea Market Vendors are provided a list of Prohibited Merchandise and Merchandise Restricted by Law. Flea Market Vendors are expressly forbidden from selling any Prohibited or Restricted Merchandise or providing Prohibited or Restricted services as defined. Vendors in violation of this provision are subject to immediate expulsion from the Market. Lack of knowledge of Prohibited and Restricted Merchandise by the Vendor will not be a defense against expulsion from the Market for trading in those items.

III. MERCHANDISE – FARMERS MARKET

A. MERCHANDISE, GENERALLY

The goal of the Farmers Market is to enhance the environmental, economic, social, and nutritional health of the City. It is understood that in order to achieve this goal the Market Manager should promote and allow a diverse offering of products highlighting the regional food system including fresh produce and raw agricultural products, seafood, meat, dairy, and locally produced value-added and specialty food products that celebrate the diversity of New Orleans, southern Louisiana, and the Gulf Coast region. Preference will be given to producers and those who source locally as much as possible.

B. VENDORS MERCHANDISE OFFERINGS

The FMC encourages each Farmers Market Vendor to have a general theme associated with the goods offered for sale which must be approved by the Market Manager prior to starting at the market. All products intended for sale must be stated in Farmers Market application. Any additional products or categories not in original application will be considered on a case by case basis prior to their sale at market.

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Daily food Vendors selling prepared foods must adhere to FMC guidelines for the licensing of food vendors and any applicable city, state, or federal regulations. This includes producers who fall into “exempt” categories, i.e Louisiana Cottage Food Law, House Bill 1270, Act 542, and farmer tax sales exemption. See additional Farmers Market document for more details.

D. RESTRICTION OF MERCHANDISE

Farmers Market vendors who desire to sell non-food related items must receive written confirmation from the Farmer’s Market Manager and may not allow more than 40% of their merchandise to be non-food. For more information, see Cross-Vending in Definitions of the Market Section I (B) of this manual.

E. WEEKLY SPECIALTY MARKET VENDORS

Once weekly the Crescent City Farmers Market (CCFM) holds a Market in the Farmers Market Pavilion. CCFM determines the layout, design, and product approval of all vendors. CCFM is a producer’s market; only vendors who grow, catch, or who produce their own food-based products are invited to sell. The resale of others’ products, crafts and nonfood items (other than plants) are not sold at CCFM. Prepared foods should, as much as possible, contain locally sourced ingredients and reflect the New Orleans region and culture.

IV. MERCHANDISE – ARTS MARKET

A. MERCHANDISE AND ADMISSION

The merchandise offered at ad-hoc Arts Markets will generally be items of studio or gallery quality and produced by an artisan who is also the Vendor. Arts Markets will be infrequent, special events and all merchandise will be selected via jury method as defined by Market Management.

Flea Market Vendors may elect to participate in a special Arts Market, however an Arts Market Vendor need not be a regular Vendor of the Flea Market. If an Arts Market Vendor chooses to become a Flea Market Vendor then the procedure and policy for registration will apply.

V. VENDOR TENURE

A. DEFINITION

Tenure is determined as the Vendor’s first rental date in the Market with a valid Vendor Card and, in the case of those arriving on the same date, in order of appearance, on which day the Vendor was physically present to sign in and made a bonafide attempt to vend during the market day.

B. MAINTAINING TENURE

A **Flea Market Vendor** must scan in and be physically present to sign in and make a bonafide attempt to vend and have the stall attended the entire Market Day a minimum of **three days** within the previous calendar month to maintain tenure. Because a Flea Market Vendor may have the option of setting up in a vacant Farmers Market Stall, Flea Market Tenure will be earned regardless of the location where the vendor conducts business within the Public Market. Any day in which a Vendor’s stall is not attended the entire day (with exception of restroom breaks, etc.) will not count towards Vendor tenure.

Due to the nature of dealing in perishable goods, farm produce subject to the forces of nature, and a limited opportunity to participate in the market, a **Farmers Market Vendor** must scan in and make a bonafide attempt to vend and have the stall attended the entire Market Day as defined per that day of the week in the Market a minimum of **four days** within the previous calendar year to maintain tenure.

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Any day in which any Vendor is not both physically present to sign in with a bonafide attempt to vend during the market day will not count towards the requirement to maintain Tenure.

Arts Market Vendors do not participate in the Tenure system.

Cross-Market Vendors are licensed as Farmers Market Vendors and only receive credit towards Farmers Market Tenure.

C. **LOSS OF TENURE**

Loss of tenure will result if a Vendor fails to rent a stall the required number of times, regardless whether or not that failure to rent was due to Vendor error, failure to obtain proper City and State permits, Vendor suspension, or other discipline.

In order to maintain Tenure, Vendors are also required to achieve a ratio of 110% sales to rents paid for a period of one calendar year commencing on January 1 and expiring on December 31 of that same year. Vendors in their first year doing business in the Flea Market are exempt from this sales to rent ratio condition.

Previous Vendors who have lost tenure are treated as new Vendors and will have new tenure established on the day they begin vending again.

VI. **FLEA MARKET STALL ASSIGNMENT**

A. **LOTTERY STALL SELECTION**

1. **Stall Assignment**

Flea Market Vendors can have a Market Stall pre-assigned via a Lottery Selection process. The order of assignment will be determined by Flea Market Tenure. The length of assignment for each Lottery is determined by the Executive Director and will be posted at the time of Lottery Stall Selection Process. To participate in the Lottery Stall Selection Process, the Vendor or a Vendor's chosen representative from the Vendor Committee must be in attendance at the drawing at the time their name is called for an assignment and present a valid Vendor ID card.

Market Management reserves the right to compel Vendors to expedite their Stall Selections in the event the Vendor takes an unreasonably long period of time to make their Selections. Vendors who ignore Market Management's request to remedy an unreasonably long stall selection time will be moved to the back of the list of those vendors making stall selections.

2. **Number of Stalls Allowed To Be Selected**

For any one Market day, a Flea Market Vendor may preselect up to two adjacent stalls in Rows A, B, C, or D. These stalls cannot be in the same lettered row but may be in a consecutively numbered row. For example, a Vendor choosing two stalls in rows A, B, C, or D may be assigned stalls A82 and B82, but cannot be assigned stalls A82 and A83 or stalls A82 and C82 or stalls A82 and D17.

The Parking Lot stalls consists of Rows E through L. A Vendor may rent up to four adjacent stalls in the Parking Lot.

3. **Rental Payments For Assigned Stalls**

Payments for spaces selected in the Lottery Stall Selection must be made in full on a weekly basis no later than 3:00 p.m. on the preceding Saturday. Vendors must make all rental payments for all assigned stalls in person and must present their Vendor ID Card at the time of payment. A

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Vendor's failure to pay on time will result in the loss of assignment for the following week, however a Vendor may elect to use General Leave as a method to cure a failure to pay timely.

4. Loss Of Assignment

A Vendor's stall assignment will be lost for the remainder of the period if the Vendor fails to submit copies of the City and State sales tax returns in the Flea Market Office for the prior month of sales or if the Vendor fails to timely submit accurate sales taxes due to the City of New Orleans and State of Louisiana. An assignment will also be lost if Vendor loses tenure.

B. DAILY PROCEDURE

1. Vendors with Pre-Assigned Stalls

Monday through Friday Vendors with an assigned Market Stall may begin scanning in at 7:00 a.m. and must be finished scanning in by 8:30 a.m. The Vendor must be present in person and a valid Market Identification Card must be physically scanned. Vendors or Employees without a valid Identification card will not be allowed to scan in.

In the event an unforeseeable circumstance prevents a Vendor with a preassigned stall from arriving by 8:30 a.m., a Vendor may email the market office to notify staff of their late arrival. In such instances where a vendor uses this remedy to announce a late arrival a Vendor must arrive by 9:00 am and must still physically scan a card on arrival. The ability to email the office to notify of intent to check-in should be considered an infrequent privilege. Vendors who habitually abuse this privilege, or who use this condition as an attempt to circumvent check-in procedures will lose the ability to email notice of intent to check-in. If a Vendor has a legitimate reason (e.g. responsibility for bringing children to school) and has an ongoing difficulty to arrive at the market by 8:30 a.m. that Vendor will be allowed to petition the office for the ability to email in any day that the vendor will be late without that privilege being revoked for habitual use. The Vendor will be allowed this privilege only in circumstances where the need to continually arrive later than 8:30 a.m. can be verified.

If during the course of a calendar month a Vendor personally scans in and shows good faith towards satisfying the conditions required to maintain tenure, a Vendor may allow an Employee to scan in on other days of that month. An Employee may only sign in for one Vendor per day.

A Vendor who fails to scan in by the time designated will lose the use of their selected stall for that particular day. Such Vendors may obtain a stall using the late stall assignment process. There will be no special exceptions or arrangements to this rule.

2. Vendors without Assigned Stalls

Each morning any eligible Vendor not having a stall assignment for that particular day may sign-in between 7:00 a.m. and 8:30 a.m. to indicate their desire to rent a stall for the day. Market Stalls will be assigned on an as-available basis to eligible Vendors in order of tenure.

Registered Vendors in possession of a valid Vendor ID card and who are current with all Sales Tax documentation are eligible to rent daily. Any Vendor who is delinquent on required sales tax reporting will not be allowed to rent until all documentation is made current with the Market Office.

3. Late Stall Assignments

Once Vendors who scanned in prior to 8:30 a.m. have selected their space for the day, the Market office will open the remaining stalls to rent to any Vendor arriving after 8:30 a.m. Once all Late Stalls

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have been assigned, any empty and adjacent space to a Vendor's stall will be offered, according to tenure, for rent to Vendors who have already set up.

4. Weather Checks

By 11:00 a.m. weather checks in the form of a future rental can be issued for vendors assigned to rows E through L if rain has fallen, for Vendors assigned to Rows A through D if driving rain has reached the area where the merchandise is placed, or for all Vendors if the heat index temperature is above 95 degrees Fahrenheit or if the wind chill is below 32 degrees Fahrenheit.

The online resource for determining temperature can be found at:

<http://www.frenchmarket.org/flea-market/weather>

VII. FARMERS MARKET STALL ASSIGNMENT

A. STALL SELECTION PROCESS

Until such time as demand dictates the need for a Lottery System, all Farmers Market Vendors will be pre-assigned spaces daily, according to Farmers Market Tenure, by the French Market's Farmers Market Manager. Farmers Market Vendors will conduct payment and all transactions with the Market office as described.

B. WEEKLY CRESCENT CITY FARMERS MARKET

No French Market Farmers Market Vendors may vend on the day of the weekly Crescent City Farmers Market unless approved and coordinated by Crescent City Farmers Market.

VIII. IDENTIFICATION CARDS

A. VENDOR IDENTIFICATION CARDS

Identification cards are required to be held by all people doing business in the Public Market. **No Vendor may scan in, conduct business, or otherwise engage in activity in the Public Market without an Identification Card.** Cards are available from the Market office Monday through Friday from 10:00 a.m. to 2:00 p.m. for a cost of \$25.

B. VENDOR IDENTIFICATION CARD RENEWAL

All Vendor Cards will expire on March 1 of each calendar year. In order to renew a Vendor Card the Vendor must provide proof of a renewed occupational license for that calendar year, city and state taxes must be paid, and the Vendor must be up to date on the submission to the Market office of all sales tax returns.

C. EMPLOYEE IDENTIFICATION CARD

Any Vendor having employees must obtain an Employee Identification Card for each Employee at \$25 per card. Employee Identification cards may not be transferred or assigned. Vendors must provide documentation that there is an Employee relationship between the Vendor and the Employee and provide the Employee's valid driver's license or equivalent form of government-issued picture identification. Employee Identification Cards are valid concurrently with the Vendor to whom they are employed. In the event an Employee leaves, is terminated, or is otherwise determined to be ineligible for employment their Employee Identification card expires. A Vendor may not hold both a Vendor Identification Card and an Employee Identification Card.

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D. DISPLAY OF IDENTIFICATION CARDS

Vendors are encouraged to wear Identification Cards, however they are required to have a Vendor Identification Card on their person at all times when transacting business in the Public Market, including participation in the Stall Selection Process. Employees are required to wear Identification Cards at all times. Failure to wear or visibly make present an Identification Card will result in written notice. Upon a third notice a Vendor will not be allowed to conduct any transaction in the Public Market until the Vendor either produces a Vendor Identification Card or purchases a new card.

IX. DISPLAY AND SET-UP

A. STALL SIZE

A stall is one individual rental space. Stalls under roof in all Pavilions are 6 feet x 8 feet (note: Stalls #11 through #15 in the Farmer's Market Pavilion under roof measure 8 feet by 8 feet). Stalls in the Parking Lot are 5 feet x 10 feet. Tables, other elements of merchandise display, or the conducting of sales may not extend beyond the limits of the stall painted on the ground or the dimensions as stated.

B. DISPLAY SET UP

Vendors are strongly encouraged to complete stall set up by 10:00 a.m. and are required to be able to conduct a transaction by 11:00 a.m. Failure to begin setting up by 10:30 a.m. will result in the loss of the use of the space rented for the day without refund or credit. Stalls in rows I, J, and K may not set-up prior to 8:30 a.m.

Vendors in the weekly Crescent City Farmers Market and all other special events Vendors are exempt from this condition.

C. NON-INTERFERENCE/PEACEFUL ENJOYMENT

Display set-up, product marketing, product demonstrations, and all other actions of a Vendor may not interfere with the normal conduct of business at adjoining or nearby stalls. This includes proper display and storage of all merchandise, attempting to sell goods in the aisles rather than in the stall, attempting to sell to customers before they are engaged with a neighboring Vendor, or engaging with a customer while they are in a transaction with a neighboring Vendor.

D. DISPLAY BREAKDOWN

Vendors may not begin removing displays or merchandise earlier than 4:00 p.m., unless prior arrangements have been made with management. One exception to this are Farmers Market Vendors who have been in the market for at least four hours and have sold out of all merchandise. Under no circumstance may a Vendor's early breakdown of a stall interfere with the peaceful enjoyment of the market or business operation of another Vendor. Other exceptions can and will be made for medical emergency and sudden forces of nature (e.g. severe weather). All of a Vendor's merchandise, equipment, and trash must be removed from the Market at the end of the day. Any Vendor items remaining on Market property after closing will be removed and discarded.

As Market conditions dictate, Management may authorize Vendors to leave their display setups only (no merchandise or other equipment) overnight. If display setups are left in unpaid stalls

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without prior authorization by Market Management, the Vendor leaving the set up will be charged the cost of stall where the display setup remains.

E. **LOADING AND UNLOADING**

Between 7:00 a.m. and 10:00 a.m. daily French Market Property inside the barricades is used for loading and unloading only. Vendors may not use these areas to wait for stall assignments.

Vendors will be allowed a maximum of 20 minutes to be actively loading or unloading. As soon as vendors are finished actively loading or unloading, they must remove their vehicles to make room for other vendors.

Vendors are expected to fully unload their vehicle prior to setting up their Stall and may not simultaneously set up a Market Stall while unloading. Likewise, Vendors must have packed all merchandise and be ready to actively load prior to bringing a vehicle into the area. Vendors who bring a vehicle onto Market property without being ready to load or unload or those who exceed the time allowed to load and unload will receive a written violation of market policy. Finally, a Vendor's loading in or set-up may not interfere with the daily stall selection process at the Market Office.

Vendors are not allowed to back their vehicle under the overhang in the D row or back their vehicle onto the access ramps of the Market.

F. **INTRA-MARKET MOVEMENT**

A Flea Market Vendor may relocate their market stall to any Flea Market space vacated by another Flea Market Vendor once the exiting Vendor has vacated their space. This move may be made on the condition that the move does not interfere with other market Vendors as detailed in Part C of this section. All moves will be made on a first-come/first-served basis and tenure will have no determination on a Vendor's ability to relocate into another space. The relocating Vendor will not be charged any additional rent by the Market Office for such a move, however if the relocating Vendor is determined to have offered financial compensation or other incentive to the vacating Vendor for the opportunity to relocate, or vice-versa, such a transaction will be viewed as a violation of market policy against subletting.

G. **RECEIPTS**

All Vendors are encouraged to provide a customer with a receipt at each transaction and are required to provide a receipt on demand of the customer. Flea Market Vendors are required to have an established refund and exchange policy.

H. **HEIGHT RESTRICTIONS**

In rows A through D, in the area between the front line of the longest side of each stall and a line parallel to and 30 inches back from the front line, display equipment may not be higher than 36 inches and merchandise may not be higher than 48 inches, measured from the ground.

In rows A, B, C and the French Market Place side of row D, in the remaining area of the stall no merchandise or display equipment can be higher than 72 inches from the ground. On row D along the riverside/North Peters Street side of the market Vendors are allowed to extend their stalls to a maximum height of 84 inches. No merchandise or display can be attached to support beams or other French Market equipment or property.

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In the Parking Lot, displays or other merchandise (e.g. flags, etc.) may not be taller than the tallest canopy. Market Management reserves the right to limit the height of displays and merchandise in the Parking Lot on a case-by-case basis.

Lights may exceed the height restrictions stated above, provided the light is hooded or shaded, no part of the light is within 18 inches of the front of the stall, and no merchandise or display equipment that is attached to lights exceeds the height restrictions stated above.

I. **CANOPY/TENT RESTRICTIONS**

Canopies and Tents are allowed only in uncovered Parking Lot stalls. All canopies must comply with the New Orleans Fire Department guidelines. A copy of the guidelines may be obtained directly from NOFD.

Canopies and Tents are allowed provided the poles supporting canopies do not block aisles. All canopy and/or tent clearance must be at least 84 inches above the aisle, measured from the ground in the middle of the aisle. Drops may not be lowered from any sides of a canopy except during rain. Tents must have at least one anchoring device 25lbs or heavier.

Tents may not be left in the uncovered parking lot overnight.

J. **SIGNAGE**

Vendors are required to provide one sign displaying either the name of the Vendor or the Vendor's business. Flea Market vendors are encouraged to display pricing signage. Farmers Market Vendors are required to display pricing signage. The French Market reserves the right to require Vendors to remove signage in the event the signage either provides a public hazard or objectively diminishes the aesthetics of the Public Market. The French Market does not provide permitting for signage, nor does it warrant the safety of signs. Vendors are encouraged to contact the City's Department of Safety & Permits for more information on signage.

K. **ELECTRICITY POLICY**

The French Market does not provide permanent, hard-wired power source to any Vendor and Vendors are prohibited from the use of the market's "house panel" electrical service other than stated in this section. Also, no Vendor may modify or tamper with Market's electrical wiring or boxes or enter the electrical room under any circumstance.

Flea Market Vendors with stalls in rows A – D and all Farmers Market Vendors may use electric outlets adjacent to their stalls. Usage is limited to one standard grounded outdoor extension cord per Vendor and multiple plugs may not be used in a single receptacle. The extension cord may not rest on the ground, in an aisle, or otherwise constitute a safety hazard. Any cord that is run across any part of the pavement where Vendors or customers can walk requires a professionally manufactured "raceway" protector. Total load allowed per duplex receptacle must not exceed 1800 total wattage for the 20 ampere circuit. Connection of multi-outlet power strips/extension cords requires written market approval. Light bulbs over 100 watts, halogen light fixtures without protection, open-coil space heaters and/or warmers, microwave ovens, or other large appliances are strictly prohibited.

L. **RECORDED MUSIC, VIDEO AND ACOUSTIC MUSICAL INSTRUMENTS**

Flea Market Vendors selling music, video, or acoustical musical instruments may not allow their music to be audible above 75dBA at a distance 25 feet from the music's origin and may not be louder than a standard conversational level in adjoining stalls. Music may only be played while a Vendor is

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attempting to sell the music or musical instruments. The playing of music must cease whenever the Vendor leaves the stall.

M. **FIRE AND OPEN FLAMES**

Flea Market Vendors in the Flea Market Pavilion may burn incense and candles provided that it is in an attempt to sell same. In order to burn these products a vendor will need at minimum a 2A: 10BC portable fire extinguisher to be kept visible and readily accessible at all times. No open flames or burning object of any kind are allowed in the Farmers Market Pavilion at any time unless the Vendor has permission from the Market Office.

X. **VENDOR LEAVE POLICY**

A. **ANNUAL LEAVE**

Vendors who maintain tenure will receive one occurrence of up to eight weeks of annual leave per calendar year. Leave will be applied to the calendar year in which Annual Leave was initiated. *(For example, a Vendor initiates Annual Leave on December 15 in Year 1 for a period of six weeks. The Vendor's Leave would expire on January 30 of Year 2. The Vendor would still be eligible for Annual Leave in Year 2 because the first leave was initiated in Year 1).*

If the leave taken is for a period of less than stall selection period at the time, the Vendor's stall selection will be maintained. Vendors who take an Annual Leave longer than eight weeks will lose tenure. In order to use Annual Leave, the Vendor must submit notice in writing (email is sufficient) no later than 48 hours prior to the beginning of the leave to Market Management indicating the first and last days of the Vendor's leave.

1. **Extending Leave:**

While on Annual Leave Vendor may extend the notified period of Annual Leave provided the new date of return does not exceed the allotted days of leave the Vendor has remaining. Any Vendor wishing to extend a leave period must provide Market Management with written notice (email is sufficient) no later than 48 hours prior to the Vendor's originally scheduled date of return and must include the newly scheduled date of return.

2. **Activity During Leave:**

During a Vendor's period of leave all Vendor activity is suspended, including Vendor's right to rent space via Employees. Any Lottery Assignment during the Annual Leave period cannot be transferred to any other party, including the Vendor's Employee.

3. **Medical Emergency:**

In the case of medical emergency, death or major illness to immediate family (parent, spouse, children, or dependent sibling), or medically verifiable reason that would prevent the Vendor from returning in a timely manner, Vendors may extend Annual Leave up to ninety days, or a longer period at the discretion of the Executive Director, from the last date Annual Leave was allowed. Vendor must provide Market Management with written notice (email is sufficient) no later than 48 hours prior to the Vendor's originally scheduled date of return. In the event a medical emergency prevents such communication then Vendor may provide evidence at the time of return to the Market. During such time Vendor's tenure will be maintained, provided all necessary documentation is been provided to the office. Upon return to the Market if Vendor fails to provide sufficient documentation to verify the Leave extension then Vendor will lose tenure.

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B. GENERAL LEAVE

Market Vendors are allowed 52 days of General Leave per calendar year to use as they wish for any reason whatsoever for the sole purpose of maintaining reservation of stalls selected in the Monthly Lottery Stall Selection process. In order to use General Leave a Vendor must submit notice in writing (email is sufficient) to the Market office.

C. CIVIL LEAVE

Civil Leave is leave granted to Vendors to serve on a state or federal jury, as trial witnesses, or to exercise other subpoenaed civil duties. All documentation must be presented to the Flea Market Office upon receipt by the Vendor. Annual and/or General Leave will not be impacted or reduced by Civil Leave.

D. EXPIRATION OF LEAVE

Accumulated Annual Leave and General Leave is non-assignable, non-transferrable, non-combinable and all Leave will expire at the end of each calendar year and cannot be carried over to the following year. The ability of a vendor to enjoy Annual Leave past January 1 of the following calendar year as defined in part A of this section does not grant a Vendor to carry forward any unused balance of Annual Leave.

E. LEAVE POLICIES

Only those Leave Policies outlined and defined in this section are recognized and maintained by the French Market. Verbal arrangements, other forms of Leave, prior ad hoc arrangements, or any other actions of Leave outside of this policy are not authorized by the French Market.

XI. PROHIBITED BEHAVIOR AND DISCIPLINE

Certain acts and violations are not acceptable in the Public Market and are defined in the sections below. All Vendors are responsible for the actions of their employees and in the event an employee is guilty of any of the following actions, the Vendor will be disciplined.

A. OFFENSES RESULTING IN IMMEDIATE EXPULSION:

Any Vendor committing or engaging in any physical assault, armed or unarmed, with any individuals, including but not limited to Market customers, other Vendors, Market staff, Market Management, any on duty New Orleans Police Department officers, and any other security personnel hired by the Market will face immediate and permanent expulsion from the Market.

Vendors convicted of violent crime, distribution of illegal drugs, or crimes against nature as a result of activity in the market will face immediate expulsion from the Market. Any Vendor arrested under suspicion of a criminal offense on market property will be subject to immediate suspension pending the outcome of criminal charges.

B. OFFENSES SUBJECT TO OTHER DISCIPLINE

Any Vendor who commits the following infractions will be given a written reprimand and, based upon the severity of the offense, may be subject to a suspension of up to eight calendar days and/or a loss of stall assignment, or an expulsion from the Market.

1. Use of vulgar, offensive, or abusive language to customers, other Vendors, or market staff. Threats of physical harm to any person will automatically result in suspension.

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2. Intentionally destructing, defacing, or damaging the property of customers, other Vendors, or market staff.
3. Sale of prohibited or non-permitted merchandise.
4. Failing to abide by display and electricity regulations.
5. Bringing animals in the market, except for service animals trained to provide assistance to an individual with a disability.
 6. Responsibility for minor children: all Vendors are responsible at all times for their minor children and the actions of their minor children, including violations of the market's policies and procedure. One Vendor's minor children are not allowed to engage in, or interfere with, another Vendor's ability to peacefully conduct business.
7. Processing, producing, or packaging toxic materials, displaying, offering for sale or bringing into the market for any reason, any materials labeled as toxic, producing any waste product from the processing or packaging of a product which is not labeled as toxic but which causes or could cause an environmental problem such as dust, shavings, hair, or similar potential airborne contaminants. Vendors are also strictly prohibited from tanning or processing leather.
8. Playing music: unless selling recorded music and/or acoustical musical instruments, Vendors are prohibited from playing music unless it is through headphones for personal listening.
9. Excessive Written Reprimands: Vendors receiving three or more written reprimands for offenses outside of the items in this section are subject to further discipline.

C. COMPLAINTS AGAINST OTHER VENDORS

Any Vendor with complaints regarding the actions of customers, other Vendors, Market personnel, the operation of the Market, including any disagreement with Market policy, is encouraged to submit a written complaint to the Market Management. Written complaints involving another Vendor must include either the Vendor's name, number, or stall/date of the offending Vendor. Vendors who use English as a second language and have difficulty with the written language may alternatively elect to voice their complaint in person and the Market Manager will memorialize the complaint in writing on behalf of the vendor.

The Market Manager and/or Executive Director will reply in writing within seven business days of Vendor's original written complaint. Market Management will not be obligated to formally respond to complaints deemed invalid or those complaints not put in writing except as allowed above.

In the event that a Vendor believes a crime has been committed the Vendor should contact the New Orleans Police Department or FMC security.

XII. **APPEALS**

A. PROCESS FOR APPEAL OF MANAGEMENT DECISION

If a Vendor wishes to appeal any decision or action taken by Market Management the following appeal procedure must be followed. This process is applicable to any and all appeals of discipline, loss of tenure, rejection of application, or any other action resulting in determination against a person's ability to participate in the market:

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1. Written Request for Review:

The person must submit to the Market Manager a signed written request for review by the Director of the French Market, including a signed Appeal Form available from the Flea Market office within 30 calendar days of the date of the decision or action taken by the Market Manager. By signing the Appeal Form, the person acknowledges an understanding of the appeal process, its schedule, and the need for all documentation to be submitted. The Market Manager will immediately forward all written appeals to the Executive Director. In the event an appellant fails to appeal in writing to the Director within 30 calendar days of the date of the decision or action taken by the Market Manager, then the opportunity for further appeal process for that matter will expire.

2. Executive Director's Determination

Within five business days upon receipt of the appeal, the Executive Director or Deputy Director will review all materials provided by the person at which point the Director will approve, disapprove, or modify the original decision.

3. Appeal to the Vendor Committee

If the person is not satisfied with the Executive Director's determination, the person may choose to seek the Vendor Committee's review and support for consideration by the FMC Board of Directors.

4. Appeal to the French Market Board of Directors

If the person or the Vendor Committee objects to the Executive Director's decision, they may submit a request for review to the FMC Board of Directors. This request must be submitted in writing within 15 calendar days of the date that the Executive Director's Determination is issued. The appeal will be placed on the agenda of the next regularly scheduled Board of Directors meeting if received no less than three business days prior to the next scheduled Board of Directors meeting. The decision by the Board of Directors is the final and binding decision on this matter indefinitely. In the event an appellant fails to appeal in writing to the Board of Directors within 15a calendar days of the date that the Executive Director's Determination is issued, then the opportunity for further appeal process for that specific matter will expire.

5. Exception:

The above process will not be in effect when there is a violation of the terms of XI. (A) of this manual. In such an event the Vendor will be immediately expelled from the market without recourse of appeal.

XIII. DEMISE OF VENDOR

A. NON TRANSFERABLE ASSIGNMENT

The right to rent in the Market is non-transferable, non-assignable, and non-inheritable. Upon the demise of a Vendor, any tenure and stall assignment held by that Vendor automatically expires except as allowed in part (B) of this section.

B. TEMPORARY CONTINUATION

Immediate family, dependents, or business associates may request the right to take the deceased Vendor's place, including preservation of tenure and stall assignments, on a temporary basis not to exceed thirty days in order to liquidate merchandise held by the demised Vendor. Notice of such intent

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must be made in writing within thirty days of the Vendor's demise to the Market Management and needs to include nature of the relationship, proof of possession of merchandise, and any other information necessary to support the request. Approval will be determined by Market Management on a case-by-case basis and will indicate when the thirty day liquidation period will begin.

Anyone temporarily taking the place of a deceased Vendor must obtain an occupational license and sales tax registration in their own name prior to their first day in the Market. Any individual granted the right to take the place of a deceased Vendor cannot earn tenure in their own name or use this as a requirement to satisfy tenure.

C. ADVANCE RENTAL PAYMENTS

The rent for any days paid in advance is held pending any family, dependent, or business associate's assertion to take the deceased Vendor's place in the Market. If the right to take the place of deceased Vendor is granted, the rent held is credited toward any stall rent due through the exercise of this right.

XIV. MISCELLANEOUS TERMS AND CONDITIONS

A. NON-DISCRIMINATION POLICY

The FMC does not discriminate in the acceptance of Vendor applications because of race, color, creed, disability, religion, sex, sexual orientation, national origin, age, marital status, gender identity or any other protected status. All Vendors conducting business on French Market property may not discriminate in employment decisions or in public accommodations.

B. COMPLIANCE WITH ALL APPLICABLE LAWS

It is French Market Policy to ensure that Vendors, at their sole expense, comply fully with all laws, rules and orders of all federal, state and municipal governments and any subdivision thereof. Failure to comply will result in expulsion from the market or other disciplinary actions.

C. REVISION TO POLICIES AND PROCEDURES

The FMC reserves the right to revise, supplement, or rescind any policy or portion of this manual as it deems appropriate on an annual basis. All such changes will be communicated through official notices and in public meetings and the revised policies will supersede, modify, or eliminate existing policies.

D. INSPECTOR GENERAL COOPERATION PROVISION

It is agreed that each Vendor will abide by all provisions of New Orleans City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Vendor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests will constitute a material breach of Market Policy by Vendor.

E. PUBLIC NOTICES

Any and all notices affecting Market operations will be posted in clear view on the bulletin boards outside the Flea Market office windows where vendors conduct daily Market business; sent by e-mail to the Vendor's email address on file; and posted on the French Market website at <http://www.frenchmarket.org/publicnotices/>

F. COMMUNICATIONS

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Many of the functions of the market require a Vendor to communicate with the Market office in writing. All forms of written communication are acceptable, including email, so long as the email is sent from an account owned by the Vendor and it bears the Vendor's name in the body of the email. Vendors who have difficulty communicating in written English have the option of meeting in person with the Market manager who will transcribe the Vendor's verbal communication.

G. PROCEDURE MODIFICATION

The FMC reserves the right to make judgment of market policy for events not covered in this policy, for emergencies not considered herein, or other rare and unique circumstances to which the policies in this manual do not apply.