



## *Terms and Conditions of Marketplace Peddling*

3. I understand that no property rights are created by the maintenance of the vending facility, and that the permitted location may be changed by the Marketplace Commission after not less than five days written notice to the Vendor.
4. I understand that the Commission, through the Church Street Marketplace, may designate an alternate temporary location due to parades, events, construction or other circumstances that require use of a vendor location. Such notice may be made orally. In case of an emergency, the vendor will move immediately upon oral notice from any City of Burlington representative.
5. I understand that in all cases, I must follow the State of Vermont's COVID mandates. That I and my staff must be of good health, masked at all times, limit customer contact, maintain 6' distance between customers in-line, and display items so as to limit close proximity of patrons and multiple touchpoints. The Market place shall be covered under the pandemic shopping regulations as mandated by the State, which could result in the cancellation or augmentation of the Church Street Marketplace Cart Vending Program at anytime at the discretion of the Marketplace Commission.

6. I understand the fee for Marketplace Peddling is \$\_\_\_\_\_ and that I will be billed by the City of Burlington's Clerk/Treasurer's office in four equal payments: June, July, August and September. Non-payment of fees will result in loss of seniority and thus a loss of present cart location.

Payment shall be made to:

City of Burlington

Clerk/Treasurer's Office

Attn: Church Street Marketplace Peddling

149 Church St, Burlington, VT 05401

7. I understand that there is no guarantee of electricity at my permitted location.
8. I understand that, in the event of an emergency when electric power is not available, the Church Street Marketplace staff may request that I provide my own power (via a low-noise generator). Staff will strive to provide ample written and/or verbal notice. I understand that the Church Street Marketplace does not reimburse cart vendors for loss of sales due to lack of power, change in location, construction, weather, parades and events or other like circumstances.
9. Except in the case of an emergency, I may not relocate from my permitted or assigned spot.
10. At all times, I will operate my business in an orderly manner. I shall not, with the intent to cause public inconvenience or annoyance, engage in fighting or in violent tumultuous or threatening behavior, make unreasonable noise, use abusive or obscene language, make an obscene gesture, obstruct vehicular or pedestrian traffic, or engage in any conduct which is proscribed by Part 1 of 13 V.S.A.
11. Requirement waived for the 2021 Season. I understand that it is optional for me to follow the minimum attendance requirement and be present on the Marketplace one weekday and one week-end day per week during the daytime. Weekday is defined as Monday through Thursday. Weekend day is defined as Friday, Saturday, Sunday. Daytime is defined as Noon to 3:00pm. Weather permitting. Licensing Committee reserves to the right to revoke a license based on consistently poor attendance.
12. The minimum schedule I noted in my application is as follows:  
Friday and Saturday from 12p - 6p
13. Requirement waived for 2021 Season. I understand that I can choose to provide a customer count report to the Church Street Marketplace monthly. This report must contain the number of transactions and on which day they

occurred. Data must be delivered, electronically, to the Church Street Marketplace monthly on the first of every month. This data will be emailed to [churchstreetmarketplace@gmail.com](mailto:churchstreetmarketplace@gmail.com).

14. I will provide the Commission with a one page certificate of insurance (COI) as provided by City Ordinance. Submission of a certificate of insurance, from an insurance company authorized to do business in the State of Vermont, which provides that such insurance shall be non-cancellable except after ten days' notice to the Commission, and which names the Church Street Marketplace or City of Burlington as co-insured. Coverage shall be as follows: liability insurance for bodily injury and property damage in the amount of at least \$1,000,000.

The COI shall be submitted by emailing [churchstreetmarketplace@gmail.com](mailto:churchstreetmarketplace@gmail.com) or mailing it to:

The Church Street Marketplace  
Attn: Cart Vending  
131 Church St. – Suite 209  
Burlington, VT 05401

15. Should the Certificate of Insurance expire, my rights to vend on the Marketplace shall automatically lapse until and unless a new certificate is received by the Church Street Marketplace.
16. No exposed inventory stock at or near the vending facility is allowed.
17. I will keep the area surrounding the vending facility clear of trash, debris, snow or ice for a distance of four feet. I will not use Marketplace litter receptacles for the disposal of packing containers, wrappers, or similar items. If the Church Street Marketplace is required to contract for special maintenance because food and beverage spill around a vendor cart space, Marketplace Maintenance will charge \$25 for the cost of clean-up. Payment is required within 45 days. Rules and regulations regarding payment of fees apply.
18. All food vendors are required to provide a minimum 12 square foot mat (one continuous piece, approved by the Marketplace for quality, durability and color) to be placed in the vendor's approved space, specifically covering the area where food is being served. Requests for mats different from the required size will be reviewed on a case-by-case basis by Church Street Marketplace staff.
19. Regarding my cart, I understand that only one director's chair per vendor location is allowed. No exceptions. Must have a cloth or canvas seat and back, solid dark blue or black. Lawn chairs or other types are not permitted.
20. I understand that a maximum of two coolers per food cart vendor are allowed. Each food vendor is required to have one dolly. Both coolers are required to be stored on the same dolly. Coolers must be an appropriate distance away from cart. Coolers must be free of dirt, grime, and grease.

21. I understand that no free-standing tables are allowed. Built in, folding-down tables attached to the actual vendor cart are acceptable, provided they have been approved by the Church Street Marketplace Staff or Commission.
22. I understand that trash containers must be black with tops. Trash bags must always be used.
23. I will not use Marketplace trash receptacles for my business or personal trash.
24. I will not use a motor vehicle in the Marketplace District for the purpose of selling merchandise.
25. I will not keep animals of any kind near the vending facility.
26. I will not use parking meters, utility poles, trees, or property other than my own facility to advertise in any manner.
27. I will not attempt to obtain the economic benefit of more than two cart vendor locations in the Marketplace District, with the approval of the Church Street Marketplace Staff or Marketplace Commission.
28. I will not employ more than three employees to operate my cart.
29. I will not operate a motor vehicle on the pedestrian portions of the Marketplace at hours other than 7:00am - 10:30 a.m., Monday through Saturday.
30. I understand that my cart must be placed each day on the Marketplace no more than one hour before the cart's opening and removed each day from the Marketplace, no more than one hour after the cart's closing.
31. I may use additional display space, subject to approval.
32. I may sub-lease my cart for up to thirty days in a license period, subject to approval of the Church Street Marketplace Staff and Marketplace Commission.
33. My dressing and grooming, and that of my employees, will be appropriate to my work situation. Attire is to include a shirt, shoes, pants/shorts/skirt at all times. Bathing suits are not permitted. Clothes must be clean, in good condition, and with no offensive advertising or language on it.

34. I will not allow my friends and acquaintances to congregate at my cart in the interest of keeping the focus on attracting customers, keeping the view of my cart clear and maintaining the pedestrian flow. My friends are welcome to visit but will need to move on after 10 to 15 minutes.
35. I agree to no aggressive soliciting and/or “hawking” from my cart.
36. I agree to provide the Church Street Marketplace office with all paperwork requested including Application, Copy of Insurance Certificate, Copy of Certificate from Vermont Department of Health; signed copy of Marketplace Cart Vendor Terms & Conditions.
37. I agree to the pay Cart Vendor fees, divided equally into four payments: June, July, August and September and bill by the City of Burlington, Clerk/Treasurer’s Office. **I understand that non- payment of fees by the three designated dates will result in loss of seniority and thus a loss of present location. I understand that a non-paying vendor's location will be offered up to other cart vendors, and a different location will be assigned.**
38. I understand that I must be good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the City of Burlington.
39. I understand that the Executive Director of the Church Street Marketplace District or the Church Street Marketplace Commission may deny a license, if:
- Cart vendor violates existing City ordinances, including Noise Ordinance, Truancy Ordinance, public decency ordinances and the ordinances on the sidewalk obstruction and aggressive panhandling.
  - The results of background checks determine that past misdemeanor and/or felony convictions pose a threat or potential threat to the public’s safety on the Marketplace.
  - Cart vendors have not complied with a request to follow written guidelines from either Marketplace personnel or from Burlington Police Officers.
40. If there is a violation of rules and regulations, licensee will be provided with a verbal and written warning, and asked to correct the violation within 2 business days. The Church Street Marketplace Commission or Executive Director may suspend a license for not more than 60 days if a cart vendor violates any of the provisions of the rules and regulations.
41. No license may be revoked unless the Church Street Marketplace Commission holds a public hearing concerning that revocation, written notice of which has been given to the cart vendor not less than 7 days prior to said public hearing. Such notice shall set forth the facts constituting the basis for the proposed revocation. After revocation of a license, the cart vendor may apply for a new license in one year from the date of revocation.