



VENDOR HANDBOOK

BSMA Board approved 6/05/24

INTRODUCTION

This handbook was developed by the Broad Street Market Alliance (BSMA), with input from vendors, the Vendor Review Committee, and the BSMA Board of Directors. It sets forth policies, procedures, and general rules governing conduct within the BSMA. Outlined here are the responsibilities of vendors and the BSMA. The policies and procedures contained herein will be periodically reviewed by the Board of Directors to ensure they remain consistent with local, state, and federal codes, ordinances, and laws. Vendors will be adequately notified of any changes that affect how they conduct business within the BSMA.

Every vendor is directed to read the handbook and become thoroughly familiar with all applicable policies and procedures. Cooperation from every vendor is essential to the successful operation of the Broad Street Market and is enforceable pursuant to each vendor's lease agreement.

HISTORY

The Broad Street Market (Market), established in 1860, is renowned as the oldest continuously-operated market house in the United States. Located in Harrisburg, Pennsylvania, it offers a diverse array of locally-grown and organic produce, meats, baked goods, and freshly prepared meals from dozens of vendors. The market, occupying three city blocks between Third and Sixth streets, was a vital source of food during the Civil War and has remained a cornerstone of the community ever since. Over the years, it has undergone transformations including restoration efforts and a shift to community management, while maintaining its historic charm and cultural significance. Today, the Broad Street Market continues to thrive as a bustling hub for fresh food, diverse vendors, and community gatherings, reflecting its rich history and commitment to growth and inclusivity.

BROAD STREET MARKET ALLIANCE MISSION STATEMENT

- A. To preserve the architectural and historic character and the function of the Broad Street Market as an urban, public market serving the City of Harrisburg and the surrounding region;
- B. To make accessible a wide variety of produce, meat, fish, bakery and dairy products, and other raw and prepared foods, brought to the market in the center of the City of Harrisburg, which is currently a food desert as defined by the U.S. Department of Agriculture, primarily by local farmers, growers, producers and chefs, which products shall include both healthy and affordable options;
- C. To maintain an environment that recognizes and celebrates the diversity of the citizens of the City of Harrisburg and fosters their social and economic interaction;
- D. To educate the customers of the market and the residents of the City of Harrisburg, with the global need to re-connect people to the land and the production of their food;
- E. To provide a venue for a limited number of non-food vendors to sell locally produced, hand-made, artisanal goods and crafts and thereby improve entrepreneurship and employment opportunities for residents of the City of Harrisburg and the region.
- F. To implement this mission and these purposes while preserving the financial viability and achieving the financial self-sufficiency of the Broad Street Market.

MARKET MANAGEMENT

The BSMA employs staff to oversee the general operations of the Market. Staff have the discretion to make decisions that are in the best interest of the Market in order to achieve the mission and strategic plan of the BSMA.

The BSMA's general office is situated on the mezzanine floor of the building at 1233 North Third Street, Harrisburg, PA 17102. Staff are generally on-site during Market business hours.

OVERSIGHT

The BSMA Board of Directors supports Market staff by developing a long-range strategic plan that outlines goals for the general functionality and wellbeing of the Market. Staff regularly meet with the Board to provide updates on the general management of the Market.

The Board consists of seven (7) elected board members, one (1) representative from Friends of the Market, two (2) Harrisburg city council appointees, one (1) City of Harrisburg engineer, one (1) City of Harrisburg Community Development Director, two (2) vendor representatives elected by Broad Street Market vendors, and one (1) vendor representative elected by the Board of Directors. Currently, the Board meets at 5:30 pm the second Wednesday of each month at the Historic Harrisburg Association located 1230 N 3rd St, Harrisburg, PA 17102.

OPERATING POLICIES

The BSMA is responsible for managing, operating, and maintaining the Market to ensure the ongoing business of the Market vendors. These operating policies are enforced for the benefit of the Market, vendors, and the Market's clientele. The policies have been reviewed by the City of Harrisburg and adopted by the BSMA Board of Directors, with consideration of comments from vendors and legal counsel.

The Operation Market Manager enforces these policies.

The BSMA reserves the right to change and amend these policies, either through alteration or addition, and such amended policies shall be binding upon written notice. All Vendors must certify that they have read and will abide by these policies when signing a lease or upon the effective date of these policies.

HOURS OF OPERATION

The Market is open for business during the following times::

- Thursdays: 7:00 AM - 6:00 PM
- Fridays: 7:00 AM - 6:00 PM, with optional extended hours until 8:00 PM on "Third in the Burg" Fridays
- Saturdays: 7:00 AM - 6:00 PM

Vendors are required to be open during the "core hours" between 10:00 AM - 4:00 PM.

Vendors are required to have their operating hours posted at their stands, and provide those hours to the Market Manager.

Any openings later or closings earlier than the stipulated core hours, without prior notification to Market staff, will be counted toward the vendor's maximum allowable absences.

ABSENCES

Vendors are permitted up to 10 absences per year. An absence is defined as a scheduled or unscheduled day off, or not remaining open for business during stipulated core hours. For scheduled absences, vendors must notify Market staff at least one week in advance and post a sign at their stand informing customers of their closure and return date.

In the case of an unscheduled absence (full day or part of a day), vendors must contact Market staff as soon as possible.

This policy is designed to accommodate vendors facing unexpected life events requiring immediate attention. The Board of Directors may, at its discretion, fine vendors up to \$100 per absence beyond the allowed 10 absences. Additionally, the Board of Directors may, at its discretion, terminate a lease with a vendor if absences accrue beyond the allowed 10 absences per lease-year.

Additionally, no previously paid rent or deposit monies will be refunded.

INTERNET ACCESS

The Market's wireless Internet account password has been made available to all Vendors in order to facilitate online business transactions such as credit/debit/Access card processing. The bandwidth is limited thus, it is important Vendors reserve the bandwidth for legitimate Market operations.

Vendors may not use the Market's Internet account to stream radio, video, or gaming activities or to download documents or programs unrelated to Market operations.

Vendors are responsible for ensuring their staff are aware of this policy. Vendors assume all responsibilities for the actions of their employees. At the discretion of Market staff, Internet access may be denied to any Vendor found to be violating this policy.

BROAD STREET MARKET ALLIANCE IS RESPONSIBLE FOR THE INCLUDE AREAS, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- A. Serve as the liaison to The City of Harrisburg.
- B. Maintain the general and historical integrity of the Market.
- C. Coordinate advertising and promotional activities that attract a diverse customer base.
- D. Provide electricity for overall interior and exterior lighting.*
- E. Provide heat, water, and sewer services.*
- F. Provide snow removal of parking lots, walkways, and courtyards.*
- G. Provide and maintain fire extinguishers.*
- H. Maintain security systems in cooperation with The City of Harrisburg Police.
- I. Maintain the central fire suppression systems in the stone Market building.*

- J. Regularly schedule pest control service.
- K. Schedule Interior and exterior basic maintenance, including parking lots, walkways, and the courtyard to the extent provided in the management agreement with the City of Harrisburg.
- L. Maintain and schedule trash removal.
- M. Provide management and operations personnel in order to maintain a reasonable schedule so as to provide coverage for open hours of operation.
- N. Establish personnel and business schedules, including holiday schedules, in consultation with Vendors.

***-Costs of which may be passed onto Vendors in whole or in part via separate metering, sub-metering, cost-sharing, or common area maintenance fees.**

VENDOR AREAS OF RESPONSIBILITY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- A. Ensuring compliance with all City, County, State, and Federal codes, ordinances, regulations, and laws currently in effect or enacted in the future. These policies cover rules governing all aspects directly or indirectly related to the sale, storage, or handling of food products, or those applicable to their products. Vendors must obtain all necessary licenses and permits required for selling their products at the Market before beginning operations.
- B. Ensuring the correct disposal of all trash, grease waste, and/or recycling items in compliance with City, County, State, or Federal codes, ordinances, regulations, or laws. Trash must be properly disposed of at least at the end of each day, by placing it in the appropriate dumpster or Market cart, ensuring Market staff are prepared to remove it immediately.
- C. Maintaining all current applicable business licenses and annually providing a copy to the BSMA in a timely manner.
- D. Maintaining all required insurance coverages and annually providing a copy to the BSMA in a timely manner.
- E. Providing all necessary display cases and related equipment at the vendor's expense and in accordance with BSMA, City, County, State, and Federal guidelines.
- F. Maintaining equipment in accordance with BSMA, City, County, State, and Federal fire and safety regulations and codes.
- G. Cleaning and sanitizing each stand daily, with particular emphasis on days when the Market is not open but the Vendor is setting up, as well as on open Market days.
- H. Performing deep cleaning and sanitization weekly, including display cases, tables, all other equipment, floors, and floor mats.
- I. Removing all debris from common area sinks after use and ensuring that aiseways and other common areas are kept free of debris.
- J. Following all health and safety regulations and best practices to control pest infestations.

- K. Obtaining all appropriate ServSafe licensing before opening for vendors preparing or serving food and maintaining such licensing as required by law. The licensing must be prominently displayed.
- L. Ensuring all windows and doorways associated with a vendor's stand are appropriately screened, shut, and locked at the end of each period the vendor is in the Market.
- M. Maintaining the size and scope of the vendor space as specified in the lease agreement.

LEASE AGREEMENTS

Vendors are required to adhere to all terms and conditions outlined in the lease agreement.

Vendors are prohibited from assigning their lease or allowing others to utilize the stand without prior written consent from BSMA. Approval from BSMA is necessary for any new Vendor, as leases are non-transferable between Vendors or to non-Vendors, or to another Vendor seeking to expand their space. There is a proper procedure to follow for such requests.

Subletting of stands by Vendors is strictly prohibited.

Joint lease agreements, where two or more Vendors enter into a lease together, are not allowed.

No individual, family, firm, corporation, or business, either solely or jointly, is permitted to lease more than 1,000 square feet at any given time unless a waiver from this policy is approved by the Board of Directors. However, this restriction does not apply to leases held by businesses with valid leases exceeding 1,000 square feet prior to July 2022. This exception will remain in effect through lease renewals until the business is sold, at which point the limit on stand ownership will be enforced.

INSURANCE REQUIREMENTS

BSMA holds general liability and property insurance for its operations. Vendors shall maintain insurance coverage listing "**Broad Street Market**" and "**City of Harrisburg**" as additionally insured in the following minimum amounts:

- Workers Compensation (statutory amount)
- Comprehensive General Liability (\$500,000 bodily injury per person/\$500,000 per occurrence/\$1,000,000 aggregate coverage)
- Business Automotive Liability (\$1,000,000 combined single limit);
- Loss of Revenue and contents insurance

Vendors shall provide BSMA with evidence of insurance annually, or be subject to immediate lease termination at the discretion of the Board of Directors.

BSMA & VENDOR COMMUNICATIONS

The BSMA will provide all Vendors with custom "@broadstreetmarket.org" email addresses. Once established, all communication between the BSMA and Vendors about Market business will occur

through these official “@broadstreetmarket.org” email accounts. Vendors are permitted to use such email accounts to conduct their business.

Vendors may contact all other vendors by emailing vendors@broadstreetmarket.org or the entirety of the Board of Directors by emailing board@broadstreetmarket.org.

The BSMA reserves the right to restrict Vendor access to these official email accounts upon the closure of the Vendor’s business at the Market or at the BSMA’s discretion due to Vendor conduct.

VEHICLE ACCESS

Vehicle access and parking regulations in The City of Harrisburg, including those near the Market buildings and parking lots, are managed and monitored by the Office of Parking Enforcement.

Parking is free for up to two hours, after which vehicles left in a space will be ticketed. Fines must be paid within 48 hours to avoid additional charges.

Diagonal parking spaces are available on both sides of each Market building for loading or unloading and deliveries by third-party companies, limited to two hours at a time. **Vendors are required to move vehicles to adjacent parking lots after completing loading or unloading.**

Parking permits are necessary for vehicles on lots adjacent to the Market. These permits, obtained from the Market Personnel, require vehicle details such as make, model, and license plate number. Vendors have a limited number of permits, and replacements for lost or stolen permits are available for a fee of \$25.00 each.

CODE OF CONDUCT

- A. The BSMA is dedicated to fostering a safe, family-friendly environment for Market Vendors and Patrons. All Vendors and staff are expected to maintain courtesy towards Market patrons, fellow Vendors, and staff members, presenting themselves in a manner suitable for a family setting.
- B. Violence, threats, inappropriate behavior, profanity, harassment, or abuse of any kind, whether verbal or physical, is strictly prohibited. Such behavior may warrant immediate and permanent expulsion from the Market for both Vendors and customers. Such behavior may warrant the Market Manager/Director to issue immediate and permanent expulsion from the Market for both Vendors and customers. Permanent Vendor expulsion will be reviewed by the BSMA Board with an opportunity for the affected Vendor to use the appeal process.
- C. Smoking, including vaping, and the use of tobacco products are prohibited inside the Market buildings or in close proximity to Market entrances or open windows.
- D. Music or other audio is permitted but must remain at a volume level low enough such that it is not disruptive to the business of other Vendors..
- E. Televisions, while present at the Market, require approval from the Vendor Review Committee prior to installation.
- F. Hawking or shouting to attract customers is prohibited.

NON-DISCRIMINATION

BSMA will not tolerate discrimination or harassment based on various protected characteristics including race, religion, color, creed, national origin, ancestry, ethnicity, age, sex, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, familial status, sexual orientation, gender identity or expression, lack of conformity to gender stereotypes, disability, marital status, citizenship, status as victims of domestic violence or sexual assault, stalking, military and veteran's status, whistleblowers, or any other basis protected by applicable law. Such discrimination by a Vendor may result in immediate termination of their lease agreement.

CODE OF ETHICS

The Broad Street Market upholds a reputation for selling high-quality products and treating customers with respect, courtesy, and fairness. To maintain this reputation, all Vendors must adhere to the following Code of Ethics:

- A. Vendors must at all times conduct business fairly, honestly, and legally. The sale of illegal or controlled products is strictly forbidden.
- B. All products sold must be truthfully identified, properly labeled, and may not be misrepresented. Fraudulent, dishonest, or deceptive practices are prohibited and may result in suspension or expulsion.
- C. Vendors must provide customers with receipts (electronic or paper) upon request.
- D. Pre-packaged items sold by weight must be labeled with the net weight and name and address of the seller.
- E. Vendors must utilize properly-certified scales for all sell-by-weight transactions.

Overcharging or short-weighting will not be tolerated. It is the Vendor's responsibility to ensure every customer receives the full measure of weight of the product purchased, that the customer knows the price of the item, and that the amount charged is correct. Vendors shall also ensure that change given to customers is accurate.
- F. Collusion among Vendors to raise prices or any attempt to influence a Vendor to increase prices is strictly prohibited.
- G. Misrepresentation of the quality or grade of any product, or deceptive packaging, such as putting inferior product in the bottom of a package or container or mixing several grades or qualities in a container or package indicating a single higher grade or quality, is strictly prohibited. All products offered for sale in the Market are subject to inspection by Market staff. Any product deemed to be inedible or unusable may be removed until such product is acceptable to Market staff.
- H. The BSMA has the right, without restriction, to require Vendors to remove any product that is copied from another Vendor and that is not honestly and accurately identified, labeled, weighed, or measured.
- I. Any fruit produce or other products offered for sale in a bruised or damaged condition shall be clearly marked as such.

- J. The use of colored lights in display cases is prohibited.
- K. It is crucial to minimize customer disputes and resolve them amicably between the Vendor and the customer. In rare cases where intervention from Market staff is requested, the issue will be thoroughly investigated, and settlement between the parties encouraged. If an agreement cannot be reached, BSMA reserves the right to enforce a settlement on the Vendor. If a monetary refund is necessary, the Vendor may be required to refund cash to the customer. If needed, the Market will reimburse the customer and charge the refunded amount to the Vendor's rent bill.

NON-RETALIATION

BSMA will not tolerate any form of retaliation against a Vendor, BSMA representative, or clientele for making a good faith report of a violation of this Code or for cooperating in investigations related to Code violations.

BSMA MERCHANDISING POLICY

The BSMA name, logo, trademark, images and promotional phrases originated by or on behalf of BSMA are the sole property of BSMA. Requests to use any of the aforementioned for any reason should be directed, in writing, to Market staff; permission to use such must be in writing and applied to a specific date(s) and location(s).

Vendors are encouraged to develop individual advertising and stand promotions.

Vendors are encouraged to participate in joint marketing efforts with BSMA and/or other Vendors.

VENDOR MERCHANDISING POLICY

In fostering a climate of free enterprise and equity, the BSMA strives to maintain a diverse array of products for customers within the Market when assessing applicants for available stand space(s).

Vendors are expected to uphold this principle of fairness and exercise sound judgment in their product selection. When applying for a stand in the Market, Vendors must submit a list of products or services they intend to offer. This initial list must receive approval from the Vendor Review Committee and is subject to ongoing inspection and approval by Market staff.

Vendors are only permitted to sell items approved by the BSMA. Any proposed changes must be submitted in writing to Market staff for BSMA approval, in agreement with the Vendor. The BSMA reserves the right to prohibit a Vendor from selling a specific product if it believes allowing such a product would not be in the best interest of the Market and other Vendors.

Certain products and/or services are strictly prohibited from being sold or offered by Vendors. These include items or services deemed inconsistent with BSMA policies, deemed offensive, or posing a risk to the welfare or safety of Market Vendors or patrons. Some examples of prohibited items include:

- Illegal drugs or drug paraphernalia
- Firearms or weapons of any kind
- Live animals
- Fireworks, explosive, or flammable devices
- Helium balloons
- Lottery tickets
- Pornography in any form

PRODUCT DISPLAY AND STORAGE

Vendors are only permitted to display and sell items outlined in their lease agreement unless written permission is obtained from the Vendor Review Committee. Any request to modify the list of approved items should be submitted in writing to the BSMA.

Vendors are encouraged to clearly display product pricing; pricing signs should be placed in close proximity to the corresponding items.

Display tables and fixtures are subject to review by Market staff for safety, functionality, and adherence to Market Stand Construction standards. Items deemed non-functional or in conflict with Market design standards must be rectified within two (2) calendar days of receiving written notification from Market staff. Failure to comply may result in removal at the Vendor's expense. Any items deemed unsafe must be rectified immediately or removed.

Storage supplies and equipment at stands should be organized neatly and inconspicuously to avoid detracting from merchandise displays or obstructing views within the Market. Storage in public areas, on the street, in customer aisles, or in any publicly visible location is strictly prohibited and will be promptly removed.

Containers of non-National Sanitation Foundation (NSF) equipment must not be stored on the floor or in contact with the floor to comply with City Health Codes and Market operations.

All necessary storage must be contained within the stand boundaries. Vendors are not allowed to place inventory, pallets, equipment, trash, carts, storage containers, or any other items in adjacent aisles or passageways without prior written approval from the BSMA. Any unauthorized items found in these areas will be considered refuse and promptly removed and disposed of by Market staff. No items should extend beyond stand lines or overhang into the aisles.

- ***PRODUCT SAMPLING***

Vendors may occasionally offer samples of new products or reintroduced products, which must adhere to health and safety regulations regarding sanitation and disposal.

- ***CUSTOMER CONDUCT***

Disorderly conduct, idling, loitering, peddling, or disorderly behavior is not tolerated in the Market. Any observed instances should be reported to Market staff immediately.

LOST AND FOUND

Vendors are responsible for reporting and turning in all lost and found items to Market staff.

Customers inquiring about lost items should be directed to Market staff, or the Vendor may collect the customer's name and phone number for notification if the lost item is found.

MOTORIZED SCOOTERS AND BICYCLES

The BSMA permits individuals requiring motorized scooters or wheelchairs for mobility, provided they operate them safely. Speeds exceeding 3 miles per hour or unsafe operation may result in removal from the Market. Bicycles are strictly prohibited in the Market and should be parked and locked at designated bicycle stands in the courtyard.

ANIMALS ON PREMISES

Except for properly identified and trained service dogs, no dogs, cats, or other animals or pets are allowed in the Market at any time.

SOLICITATION IN THE MARKET

No person shall distribute, scatter about, or post on or about the Market (including stands) any advertising pamphlet, card, handbills, signs, displays or other printed material without the written consent of Market staff. The advertising of items not related to legitimate Market products is not permitted.

BROAD STREET MARKET FORMS

To submit forms, there are two options: in writing or through our online form. If you prefer to submit it in writing, you can obtain a form from the Market mail room or office during operating hours. Fill out the form with detailed information about your review request and any supporting documents. Once completed, you can either return the form to the Market office or mail it to the address provided on the form.

FEEDBACK FORM

We value the input as a vendor or patron at the Broad Street Market. Feedback is essential in helping us improve and enhance our market experience for both vendors and patrons alike. Please take a moment to share your thoughts, suggestions, and any concerns you may have. Responses will remain confidential and will be used to inform our ongoing efforts to create a vibrant and supportive marketplace environment.

VENDOR REVIEW REQUEST FORM

Current vendors at Broad Street Market seeking to make changes to their stands or menus must adhere to the established procedure outlined by the BSMA. As per the market regulations, vendors are prohibited from assigning their lease or allowing others to utilize their stand without prior written consent from BSMA Vendor Review Committee. Additionally, any new vendor or current vendor seeking to expand their space must obtain approval from BSMA, as leases are non-transferable between vendors or to non-vendors. Therefore, it is imperative for current vendors wishing to make changes to their stands or menus to submit a vendor review form to BSMA for consideration. This ensures transparency and adherence to market policies while facilitating any necessary adjustments in a fair and organized manner.

SOCIAL MEDIA REQUEST

In order to showcase the best of Broad Street Market we request for vendors to submit a social media request form including a description of products, images, and related information, such as dates of promotion.