



**FY 2010 MARKETPLACE CART VENDOR  
RULES AND REGULATIONS**

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**MARKETPLACE CART VENDOR  
RULES AND REGULATIONS**

*As of March 31, 2008*

**I. THE CHURCH STREET MARKETPLACE DISTRICT COMMISSION**

The Church Street Marketplace Commission, appointed by the Burlington City Council, is a nine member volunteer board. Its purpose is to establish, improve and maintain the Church Street Marketplace, for the benefit of the of Burlington, the county and State. The Commission is comprised of business owners, property owners and citizens and sets policy for the Marketplace, a four block business improvement district. It is also responsible for establishing common area fees charged to Marketplace property owners. The fees provide the majority of funding for the Marketplace operating budget.

**II. LICENSE COMMITTEE:**

To ensure that Marketplace vending benefits everyone, the Marketplace License Committee assists the Marketplace Commission in all things relating to Marketplace vending, including the determination of appropriate fees, creation of rules and regulations, review of product(s), and approval of vending licenses. All Committee meetings are open to the public.

This committee consists of:

- Two Marketplace vendors (elected by their peers through a self-nomination procedure)
- Two Marketplace non-vendor merchants (appointed by the Chairperson of the Marketplace Commission)
- One Marketplace Commissioner

It advises the Commission on rules regarding Marketplace vending, fee setting, and works with vendor applicants to guide them through the approval process for vendor carts. It also advises the Commission on licensing rules, regulations, and approval of sidewalk cafés, and the activities which may be licensed by the Marketplace Commission.

The Committee sets a meeting schedule each year. Its activities include:

- Determining appropriate fees.
- Developing and/or revising rules and regulations for the vendor cart program.
- Adding/deleting cart vendor locations based on staff recommendation.
- Working with cart vendors to comply with rules and regulations and making recommendations to the Marketplace Commission regarding compliance.
- Advocating for Cart Vendors with the Marketplace and other stakeholders.
- Reviewing and recommending approval or denial of vendor cart applications and carts to the Marketplace Commission.
- Recommending license suspensions to the Marketplace Commission.

**III. TYPES OF VENDORS ON THE MARKETPLACE**

- **ARTISAN:** Sells "arts and craft items" of his or her own creation and nothing else. Applicant may hire employee(s).
- **ARTIST:** Fine arts (painting, photography, sculpture) are NOT part of the cart vendor program. Forms for the "Artists in the Alley" program are available in the Marketplace office.
- **VENDOR:** Sells goods and/or food and/or nonalcoholic beverages. Vendors selling food need to check with the State of Vermont Health Department regarding their regulations. Vendors selling food are prohibited by the City of Burlington from using materials containing chlorofluorocarbons.

**IV. LICENSE PERIOD**

From July 1 through June 30 of the following year. Licenses can begin before and after the above dates and fees are prorated.

**V. FEES & ZONES**

	<b>FY 07</b>	<b>FY 08</b>	<b>FY 09</b>	<b>FY 10</b>
Food Carts (City Hall Block)	1,200	1,600	2,000	2,400
Food Carts (All Other Blocks)	1,200	1,400	1,600	1,800
Retail Carts (South of 25 Church)	1,200	1,300	1,400	1,500
Artisan Carts	600	650	700	750
All Carts North of 25 Church	600	600	600	600

**VI. CART CONSTRUCTION REQUIREMENTS**

Vending facilities must be executed in a professional manner and using methods and techniques associated with good craftsmanship.

- **AESTHETICS:** The proposed vendor cart must complement the historic architecture and character of the Church Street Marketplace District.
- **AWNINGS, CANOPIES, OR UMBRELLAS:** Lowest edge six feet from the ground; flame resistant or fire retardant canvas or simulated canvas with a peaked roof that may extend 18 inches beyond the side of the cart. (Overhang does not affect the maximum size of the cart.) Canopies and awning must be fastened to all corners and fabric must be taut. (Suggestion: use a truss system.) Umbrellas must be "wind proof" using a standard metal umbrella holder with a locking devise attached permanently to the cart.
- **BOX CARTS:** Box carts – described as carts that are shaped like a square or rectangular box, having a permanent roof, four permanent structural sides and limited see-through ability – are not permitted.
- **CART, CANOPY, ROOF AND SIGNAGE COLORS:** Cart, canopy, roof and signage colors must complement the Street versus dominating the visual sight lines on the street.
- **CHAIR:** Only one director's chair per vendor location. No exceptions. Must have a cloth or canvas seat and back, solid dark blue or black. Lawn chairs or other types not permitted.
- **COOLERS (FOR FOOD VENDORS ONLY):** Maximum of two coolers per food cart vendor. Both coolers are required to be stored on the same dolly. Each food vendor is required to have one dolly. Coolers must be pressed up against cart or no more than 6" away from cart. All coolers must be free of dirt, grime, grease.

- **CORNER POSTS (if any):** Constructed of tubular steel or 2" X 2" (or larger) wood. Copper tubing or PVC piping is not allowed.
- **DISPLAY CASES:** Must be sturdy, in good repair, and attached to the cart (preferred). If not attached, they must be heavy enough to withstand considerable winds.
- **FINISH WORK:** Surfaces must be smooth enough to run fine fabric across without snagging and no drip/bubble should be evident.
- **FIXTURES:** Use good quality hinges, clasps, and other hardware, and secure them firmly to the cart. Well-polished brass fixtures are recommended.
- **HEIGHT:** Maximum of eight feet (from pavement to highest point of the cart).
- **LIGHTING:** Lighting is to be used for preparing and serving food and illuminating a menu. Bare-bulb neon, back-lit signage, colored or white lights, blinking lights or any other type of decorative lighting are not permitted unless approved by the Licensing Committee. Lighting not approved by the Licensing Committee must be removed immediately.
- **LOOSE CLOTH:** Not allowed.
- **MAKING CARTS STATIONARY:** Carts must be stationary in their locations. Use blocks of wood, locking wheels or remove the wheels and place the cart on blocks.
- **MATS:** Required for Food Vendors only. Clean mat, minimum 12 square feet, in front of each food cart to capture spilled food and waste spilled on the bricks. No exceptions. Staff may require additional mats as needed.
- **MAXIMUM SIZE:** No larger than 32 square feet and of reasonable proportions.
- **MEASURING THE SQUARE FOOTAGE OF THE CART:** Take a bird's eye view of the cart, and draw a square or rectangle around the cart. ALL protuberances, such as wheels, wheel hubs, handles, bumpers, etc. must be included INSIDE the square or rectangle.
- **NAILS:** NOT allowed. Use screws or nuts and bolts.
- **ONE STRUCTURE ONLY:** Cannot use more than one structure per vendor location.
- **PAINT:** Use high-grade exterior enamel polyurethane. Three coats of paint required.
- **SEE-THROUGH ABILITY:** Must be able to see through at least two sides at all times.
- **SHEATHING:** Use MDO (Medium Density Overlay) or other high quality, smooth board. No construction grade plywood.
- **SIGNAGE: (See 4-page attachment describing signage rules.)** Product brand names, related to products being sold, are permitted on umbrellas.

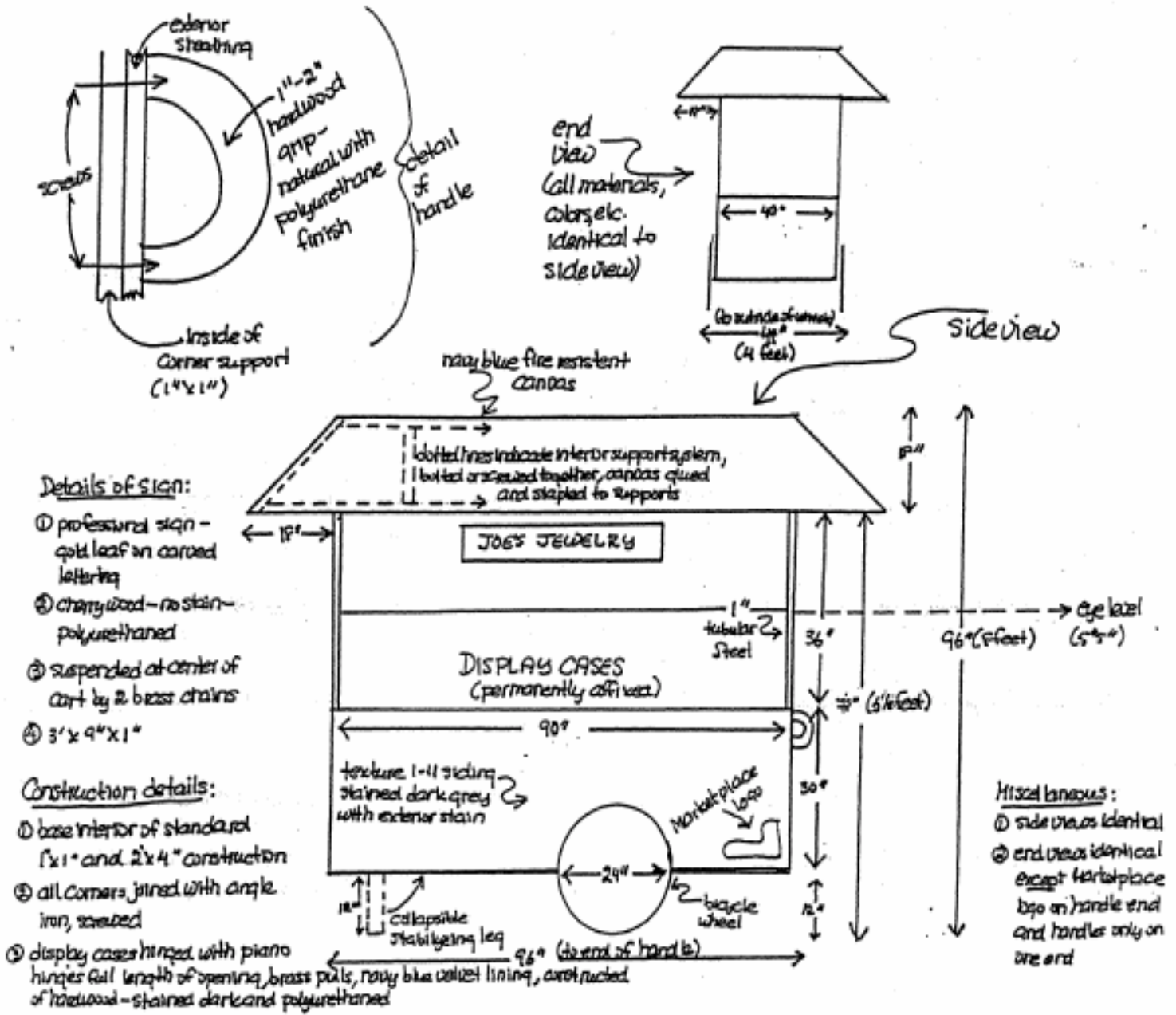
- **TABLES:** No free-standing tables. Built in, folding-down tables attached to the actual vendor cart are acceptable, provided they have been approved by the License Committee.
- **TRASH RECEPTACLES:** Black trash containers with tops only. Trash bags must always be used. Vendors may not use Marketplace trash receptacles.
- **VARNISH:** Spar varnish, at least two coats (three is preferable).
- **WHEELS:** Minimum six inch diameter. Two large wheels and one small seem to provide the best maneuverability. (Ask current vendors which wheels they use.) Bicycle type wheels are ruined with winter salt.

## **VII. DRAWING SPECIFICATIONS**

Before submitting your application, review the following checklist:

- Drawings must be submitted on 8 ½” x 11” paper or larger as required. All four or more sides of the cart must be shown in the drawings.
- Scale of the drawings must be 1” = 1’
- All materials must be shown with details (including everything from the type and size of the wheels to the type(s) of siding, to the materials used for the canopy/awning).
- Colors/stains shown.
- Color samples included (paint/stained samples).
- Scrap of the awning or canopy fabric included.
- Drawings indicate where on the cart the Marketplace vendor logo will be placed.
- Drawings show all signage (including menu boards, business name, etc.).
- Drawings indicate what types of hinges, clasps, and handles the cart will have.
- Total square footage of cart does not exceed 32 square feet, including handles and wheels.

# SAMPLE CART DRAWING:



**Details of sign:**

- ① professional sign - gold leaf in curved lettering
- ② cherry wood - no stain - polyurethaned
- ③ suspended at center of cart by 2 brass chains
- ④ 3' x 4" x 1"

**Construction details:**

- ① base interior of standard 1 x 1" and 2 x 4" construction
- ② all corners joined with angle iron, screwed
- ③ display cases hinged with piano hinges full length of opening, brass pulls, navy blue velveteen lining, constructed of hardwood - stained dark and polyurethaned

- Miscellaneous:**
- ① side views identical
  - ② end views identical except marketplace logo on handle end and handles only on one end

## **VIII. RENEWALS:**

- Renewal applications are due to the Church Street Marketplace office by the last business day of March unless otherwise communicated in writing. A \$50 deposit is required.
- All locations not renewed become available April 1 of each year, unless otherwise communicated in writing.
- Available vendor locations are offered up first to current cart vendors, on a seniority basis. Seniority is defined as the number of years operating a cart on the Street. The Marketplace maintains a list of vendors and years operating carts on the Marketplace.
- If locations still exist, they are offered to new vendors on a first-come, first-served basis.

## **IX. PAYMENT OF CART VENDOR FEES**

- Payment 1 of the annual payment (including first half of electricity charge, if applicable) is due to the Marketplace office by June 15.
- Payment 2 of the annual payment (including the remaining half of electricity charge, if applicable) is due to the Marketplace office by August 15 of the same year.
- Payment 3 of the annual payment is due September 15 of the same year.

Non-payment of fees by the three designated dates will result in loss of seniority and thus a loss of present cart location. The non-paying vendor's location will be offered up to other cart vendors, and a different location will be assigned.

## **X. OTHER THINGS TO CONSIDER (Including answers to commonly asked questions & advice from the wise):**

- Applicants are encouraged to talk with one or more members of the Plan Review/Inspection Subcommittee. They have all been through the process and can be very helpful.
- Cart bases should be heavier than the top to avoid damage from wind gusts.
- Consider during the planning stages how the cart will be moved and stocked.
- Use as much display area as possible. Look at how existing vendors merchandize their carts.
- Electricity is available but is limited. There will be times on the Marketplace when electric power will be unavailable or will be limited. All outlets are 110 household service and have a maximum rating of 15 amps GFI. Suggestion: try modifying your equipment to use propane gas. This will allow you access to more locations on the Marketplace and at other events.
- Excess Size (Artisans Only): Special permission can be granted by the Commission for demonstration of the craft.
- Vermont produced goods: Any vendor who can demonstrate to the Commission's satisfaction that the vendor will only vend Vermont produced goods can receive a logo which bears the vendor's name and states that the goods being sold are Vermont made.

- Marketplace logo: provided by the Marketplace office and must be displayed on the cart.
- Vendor's Chair: may use only one, and will not be counted as part of the cart's square footage.
- Additional display space is an option. Plans must be reviewed. If not reviewed your display may not be accepted. Maximum distance from the edge of the cart to outside edge of display is two feet. Height maximum is even with the counter of the cart. Maximum overall size of display space is six square feet.

#### **XI. LEASE OPTION:**

- A cart may not be leased for more than 30 days in a license period.
- Licensee is still responsible for the license, regardless of whether or not the individual leasing the cart meets the terms and conditions.
- Person leasing the cart must be an individual, married couple, partnership or corporation with fewer than five shareholders.
- Marketplace license holder with two licenses may not lease another cart but is allowed to lease his/her cart.
- Food license will remain food. Non-food license will remain non-food.
- Marketplace carts are owned by the applicant. No leased carts are allowed except as outlined in #13.

#### **XII. INSURANCE:**

- Required after the Commission grants license but before you start selling on the street. If the insurance is canceled for any reason your right to vend on the Marketplace automatically terminates.
- Submit a one-page certificate which shows liability insurance for bodily injury and property damage in the amount of a least one hundred thousand dollars (\$100,000) for personal injury to or death of any one or more persons in any one accident, and for damage to property in the amount of at least twenty-five thousand dollars (\$25,000) resulting from any one accident. The City of Burlington/Church Street Marketplace must be listed as co-insured.

#### **XIII. TRANSFER OF LICENSE:**

- City Ordinances provide that a Marketplace Vendor license may be transferred from one person to another for the duration of the license period. A person is defined as an individual, a married couple, a partnership with five or fewer partners, or a corporation with five or fewer shareholders.
- When a Marketplace vendor sells a cart to another person, the vendor needs to notify the Marketplace Commission about the identity of the "new" vendor. In order to do this, the existing vendor and the new vendor will jointly complete a vendor application form, which will take the place of the form submitted previously; the new vendor must also sign "Terms and Conditions of Marketplace Vending."

- The License Committee will consider acceptance of the transfer at its next regularly scheduled meeting; it will not unreasonably oppose any transfer. It will recommend that the Marketplace Commission likewise accept the transfer. The Marketplace Commission will consider acceptance of the transfer at its next regularly scheduled meeting; it will not unreasonably deny any transfer.
- No substantial\* changes may be made to the vendor cart or to the products sold during the remainder of the license period.
- Existing Marketplace vendors have two weeks to apply for annual licenses prior to the official date on which applications are accepted. Where the transferee plans no substantial changes to the cart or to the product line, the transferee may apply within the advance period. If substantial changes are contemplated, the transferee may not apply until the date on which all applications are accepted.
- \*"Substantial" means any change that materially changes the appearance of the cart or its product line. For example, a sign change is not material. Adding baked apples to a dessert cart is not a material; changing from a food cart to a non-food cart IS material. The License Committee will decide what is and is not material; their decision may be appealed to the Marketplace Commission.

#### **XIV. HOW TO APPLY FOR A CART VENDOR LICENSE IN FOUR (4) EASY STEPS:**

##### **1. FILL OUT AND SEND IN AN APPLICATION FORM TO THE MARKETPLACE OFFICE:**

Who may apply? An individual, a married couple, a partnership with five or fewer partners, or a corporation with five or fewer shareholders. Forms are attached at the end of this pamphlet.

- Application form with ALL items completed, accompanied by the application fee of \$50.00. The \$50.00 will be deducted from the license fee upon licensing. If a location is not available, the \$50.00 application fee will be refunded. An application for a vendor cart is valid for the year applied. Existing and prospective cart vendors must re-apply each year.
- A completed checklist (blue form) with all questions answered yes or no, and complete drawings OF ALL FOUR OR MORE SIDES OF THE CART (if the cart has not been constructed) or photographs of the cart with a cover sheet describing all dimensions.
- The drawings or cover sheet MUST include either samples or descriptions of ALL materials and must show ALL sides of the cart.
- Record check form completed with valid accompanying photo ID. (Drivers license is best.)

**DO NOT CONSTRUCT CART BEFORE PLANS ARE REVIEWED.** If you are buying an existing cart, call the Marketplace office before you purchase the cart. All four items listed above must be complete including attachments.

##### **2. ATTEND THE LICSESE COMMITTEE MEETING WHERE YOUR APPLICATION AND PLANS WILL BE REVIEWED:**

The License Committee meets to review completed applications with plans. You must attend this meeting to present your cart and answer questions from the License Committee. If the License Committee approves your application, it is referred to the next meeting of the Church Street

Marketplace District Commission for its review and approval. If the Commission approves, you will be provided with written permission to build or buy your cart.

**3. ATTEND A LICENSE COMMITTEE INSPECTION:**

The License Committee will announce a minimum of three cart inspection dates. You must attend one of these dates, or your cart will not be approved. No exceptions will be made. On inspection day, the cart must be set up and ready to conduct business, and the cart must match the drawing or photographs that were provided with the application. If the cart is not ready to conduct business and/or the cart does not match the drawing or photographs submitted with the application, you have failed the inspection. You may reapply for the following fiscal year.

**4. RECEIVE A WRITTEN CONFIRMATION THAT YOUR LICENSE HAS BEEN APPROVED OR DENIED:**

You will receive a written notice that your cart has been approved or denied. If you are a cart vendor selling food, you must provide the Marketplace with a copy of your certificate from the Vermont Department of Health within seven working days of your first day of operations on Church Street. If your cart has been denied, you may appeal that decision, first with the License Committee and then with the Church Street Marketplace Commission.

**APPLICATION**

Date received: **Annual Church Street Marketplace Vendor**  
License period sought: \_\_\_\_\_  
\_\_\_\_\_ through **Church Street Marketplace**  
Staff initials: \_\_\_\_\_ **2 Church Street, Suite 2A**  
\_\_\_\_\_ **Burlington, VT 05401**  
**802-865-5384**

**APPLICATION**

**Annual Church Street Marketplace Vendor**  
**Church Street Marketplace**  
**2 Church Street, Suite 2A, Burlington, VT 05401 802-865-5384**

**NAME OF APPLICANT** (an individual, a married couple, or a partnership or corporation with five (5) or fewer partners or shareholders): \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT'S EMAIL ADDRESS:** \_\_\_\_\_

**APPLICANT'S PHONE NUMBER:** \_\_\_\_\_

**APPLICANT'S REGISTERED BUSINESS NAME (IF APPLICABLE):** \_\_\_\_\_

---

**CART NAME FOR THIS APPLICATION:** \_\_\_\_\_

**DESCRIPTION OF MERCHANDISE or FOOD BEING SOLD:**  
\_\_\_\_\_

**MERCHANDISE TYPE THE APPLICANT PROPOSES TO SELL:**

**FOOD** \_\_\_ **NON-FOOD** \_\_\_ **BOTH** \_\_\_ **NEED ELECTRICITY:** Yes **or**  
No

**DOES APPLICANT OWN CART?** NO \_\_\_ YES \_\_\_

**HAS THE APPLICANT HELD A PREVIOUS CHURCH STREET MARKETPLACE LICENSE?**  
NO \_\_\_  
YES \_\_\_ **WHEN?** \_\_\_\_\_

**HAS THE APPLICANT HELD A PREVIOUS PEDDLING OR VENDOR LICENSE ISSUED BY ANY CITY OF BURLINGTON LICENSOR?**  
NO \_\_\_  
YES \_\_\_ **BY WHAT LICENSOR?** \_\_\_\_\_ **WHEN?** \_\_\_\_\_

WAS THIS LICENSE SUSPENDED OR REVOKED BY LICENSOR? \_\_\_\_\_  
IF YES, FOR WHAT REASON: \_\_\_\_\_

OVER →

I HEREBY CERTIFY THAT ALL INFORMATION CONTAINED IN THIS APPLICATION AND ALL MATERIALS SUBMITTED IN SUPPORT OF THIS APPLICATION IS, TO THE BEST OF MY KNOWLEDGE AND ABILITY, TRUE AND ACCURATE.

\_\_\_\_\_  
APPLICANT'S SIGNATURE AND DATE SIGNED

**ATTACHMENTS (to be checked by Marketplace staff):**

- \_\_\_\_\_ \$50.00 Nonrefundable application fee – must accompany application
- \_\_\_\_\_ Photo ID – ALL applicants (photo license preferred) – must accompany application
- \_\_\_\_\_ New Applicants – photo, drawing, or blueprint of cart showing ALL sides and ALL measurements and ALL Signage.
- \_\_\_\_\_ Re-applicants changing their existing cart or purchasing a new cart – photo, drawing, or blueprint of proposed changes to previously approved cart (if any), showing ALL sides and ALL measurements and ALL Signage.

The certificate will be issued by the Church Street Marketplace Director Upon:

1. Approval by the Church Street Marketplace Commission
2. Payment of the appropriate fee
3. Submission of a photograph of the applicant's cart, if not already filed, which shows all sides, and which demonstrates compliance with previously filed drawings or blueprints.
4. 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 noncancellable 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 \$100,000 for personal injury to any one person and liability for damages to property in the amount of at least \$25,000 resulting from any one accident.
5. Signing of the Terms and Conditions of Marketplace Vending
6. Registry of vendor employees, if any.
7. Payment of electrical fees, if any.

DATE APPROVED  
BY LICENSE COMMITTEE:

DATE APPROVED  
BY CHURCH STREET  
MARKETPLACE

COMMISSION: \_\_\_\_\_

## XV. MARKETPLACE CART VENDOR TERMS AND CONDITIONS

Please read the following terms and conditions, then sign and date.

I understand the following terms and conditions of vending on the Church Street Marketplace, and that the violation of any may subject my license to be revoked.

1. I have received approval to vend:    Food    Non-Food    Both
2. I have received permission to place the vending facility at the following location:  
  
\_\_\_\_\_
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 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 there is no guarantee of electricity at my permitted location.
6. I understand that on specific dates during the year, including the day after Thanksgiving, the Marketplace staff may request that I provide my own power (via a low-noise generator) because of electric power needs or concerns on the Marketplace. Staff will strive to provide ample written and/or verbal notice. I understand that the 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.
7. Except in the case of an emergency, I may not relocate from my permitted or assigned spot.
8. 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.
9. I will provide the Commission with a one page certificate of insurance as provided by City Ordinance. Should the Certificate expire, my rights to vend on the Marketplace shall automatically lapse until and unless a new certificate is received by the Commission.
10. If I am to be absent from the Marketplace for a period of fourteen or more consecutive days, I must notify the Commission in advance of the date(s) of any such absence(s). The Commission may assign the space designated or reassigned under paragraph 3 to other(s) during any absence.
11. For the months of May and October, I am required to vend on the Marketplace not less than eight week days (Monday through Friday), per month, weather permitting.
12. For the month of June, July, August and September, I am required to vend on the Marketplace not less than twelve weekdays (Monday through Friday) per month, weather permitting.
13. No exposed inventory stock at or near the vending facility is allowed.
14. 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 Marketplace is required to contract for special maintenance because of the vendor cart space, a fee of \$25 will be applied to the vendor. Payment is required within 45 days. Rules and regulations regarding payment of fees apply.
15. 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 Marketplace staff.
16. 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.

17. 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 pressed up against cart or no more than 6" away from cart. Coolers be free of dirt, grime, and grease.
18. 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 License Committee.
19. I understand that trash containers must be black with tops. Trash bags must always be used.
20. I will not use Marketplace trash receptacles for my business or personal trash.
21. I will not use a motor vehicle in the Marketplace District for the purpose of selling merchandise.
22. I will not keep animals of any kind near the vending facility.
23. I will not use parking meters, utility poles, trees, or property other than the my own facility to advertise in any manner.
24. I will not attempt to obtain the economic benefit of more than two locations in the Marketplace District.
25. I will display the vending certificate at all times while vending on the Marketplace.
26. I will display the terms and conditions of sale at all times while vending on the Marketplace.
27. I will not employ more than three employees to operate my cart.
28. I will not operate a motor vehicle on the pedestrian portions of the Marketplace at hours other than 7:00 - 10:30 a.m., Monday through Saturday.
29. 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.
30. I will not use any product containing chlorofluorocarbons.
31. I may use additional display space, subject to approval.
32. I may lease cart for thirty days in a license period, subject to approval.
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 soliciting and/or "hawking" from my cart.
36. I understand that cigarette smokers will use Marketplace ashtrays or provide their own ashtrays.
37. I agree to provide the Marketplace office with all paperwork requestd including a 1) completed application; 2) completed "Conditions of Use for Vendors, Street Entertainers and Artists" forms for the vendor and all employees; 3) copies of photo IDs of the vendor and all employees; 4) copy of certificate from Vermont Department of Health; 5) signed copy of Marketplace Cart Vendor Terms & Conditions.
38. I agree to the following payment terms:
  - Payment 1 of the annual payment (including first half of electricity charge, if applicable) is due to the Marketplace office by June 15.
  - Payment 2 of the annual payment (including the remaining half of electricity charge, if applicable) is due to the Marketplace office by August 15 of the same year.
  - Payment 3 of the annual payment is due September 15 of the same year.

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.
39. 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.
40. I understand that the License Committee or the Executive Director of the Church Street Marketplace District 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.

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. License Committee 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.

No license may be revoked unless the 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.

Vendor Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

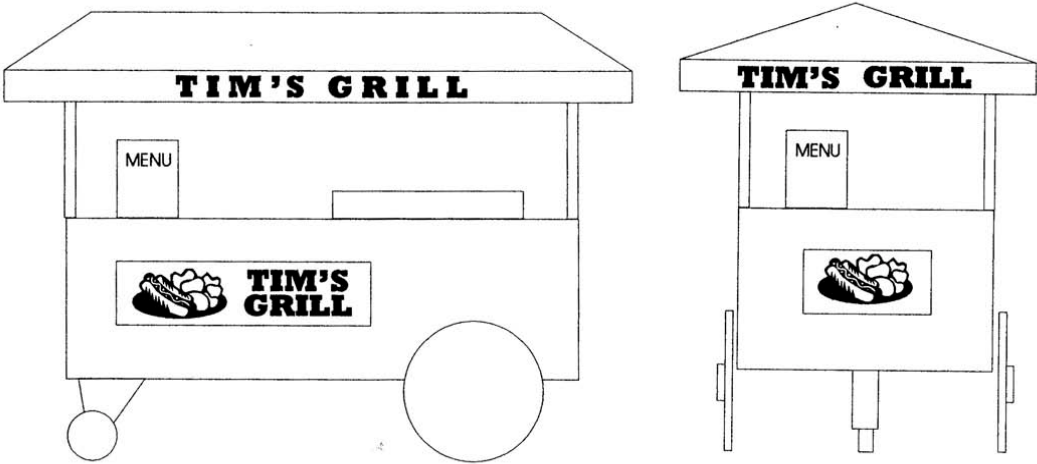
## **Cart Signage Regulations**

**To illustrate sign regulations, we are showing a cart  
8 feet long and 4 feet wide.**

A vendor is allowed 1 square foot of signage for every 2 linear feet of cart frontage. So, a 4 square foot sign is allowed on each of the long sides, and a 2 square foot sign on each end. The maximum size of any cart-mounted sign is determined by the length of the cart face it is mounted on.

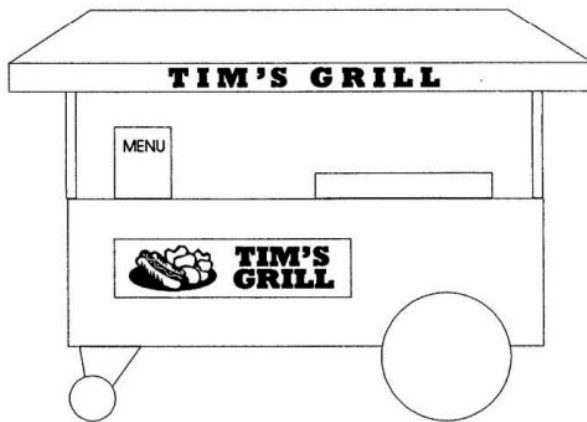
No single graphical element (text, logo, artwork) can exceed 18 inches in height.

Signs are also permitted on the awning. See page 3.

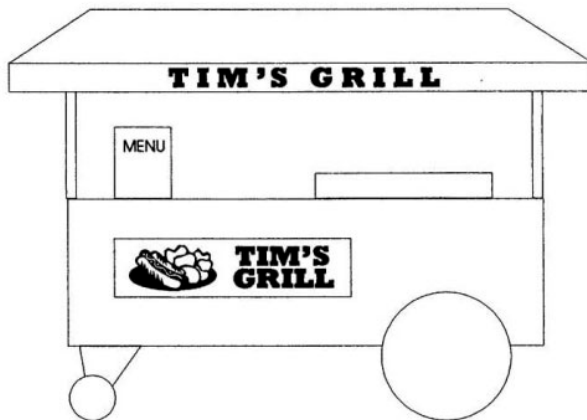


**Cart Signage Regulations**  
**Illustrated Applied and Surface**  
8' x 4' Cart, approximate scale 1" = 2'  
Ratios given as cart length/sign area

For applied signage, a margin equal to 10% of the sign height (20%) total must be maintained along all outboard edges.



For same surface signage, the area of text and/or graphics can extend out to the maximum permitted area, shown here by the dotted line.



## Cart Signage Regulations,

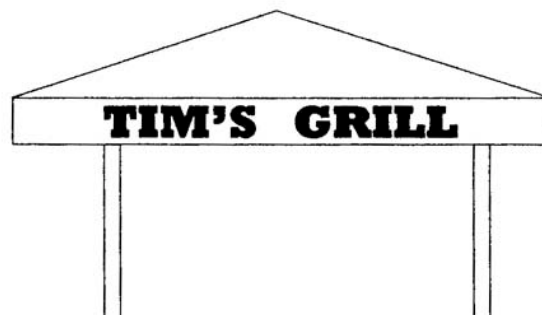
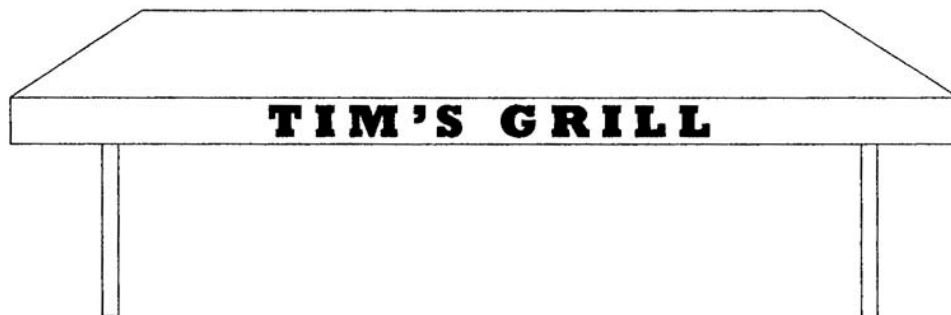
### **Illustrated Awning Signage**

8' x 4' Cart, approximate scale 1" = 2'

Ratios given as cart length/sign area.

The "awning", (an overhead structure) may also include signage. If signage is applied, the awning must have a vertical edge or valance that comprises the "sign band". The sign band cannot exceed 8" in depth, and the total height of all text or graphics cannot exceed 4.5 ". There is no limit to the amount of awning graphics, but a margin of blank space equal to 10% of the depth of the sign band must be maintained on the top and bottom (20% combined) of the sign band.

The vendor must comply with the general rules already set forth on awnings, regardless of whether signage is applied.



## Cart Signage Regulations

### **POP or “Point of Purchase” Signage.**

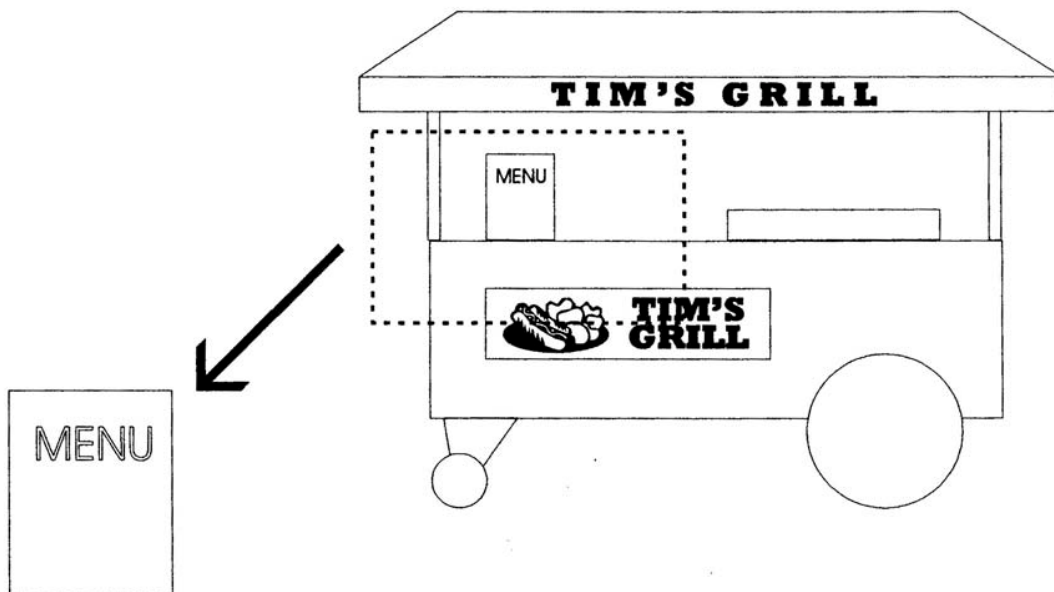
There are no restrictions on small “point of purchase” (POP) signs, or cards, up to 20 square inches each. Excessive use of small POP signs may collectively constitute additional signage and be subject to the rules of governing larger POP signs.

Larger POP signs, such as menu boards, must be placed on the cart “deck” or applied to a cart component above the deck. If POP signs are placed on the cart sides they will be included in the regular cart signage limits outlined on page 1. POP signs placed on or above the deck must be placed so that they are within 60 inches of street surface. All POP signs must face out (towards the public) from the facade(s) on which it’s size has been determined. This is a general rule...the sign doesn’t have to face out at a fixed 90 degree angle, but should be directed towards pedestrians who are exposed to the side of the cart.

POP signs cannot exceed 50% of the size of the cart sign on the matching facade. The allowable area for a POP sign can be increased by transferring the allowable POP sign area from one adjacent (not opposite) facade. If a second POP sign is similarly combined, it’s size must be based on the linear footage of the remaining side(s) only.

In our example, the allowable area for regular signage is four square feet on the long side of the cart. So the permitted size of the POP sign on that side is 50% or 2 square feet. The allowable area for that sign can be increased by one square foot, by transferring the permitted POP sign area from the adjacent (short) side of the cart.

Now the vendor can place 2 more POP signs pointing out from the 2 remaining sides: a 2 square foot sign on the other long side, and a 1 square foot sign on the short end, The vendor can combine the two in the same way done on the other 2 sides, and end up with 2 POP signs total, of 3 square feet each.



**TO: Street Entertainers, Vendors (A.K.A. Peddling) and Artists**

**FROM: Church Street Marketplace District Commission**

**Photo ID Included** \_\_\_\_\_

**RE: Conditions of Use for Vendors, Street Entertainers and Artists**

Per approval by the Church Street Marketplace District Commission on June 27, 2001 please fill out this form if you are applying for a license with the Church Street Marketplace pertaining to vending, street entertaining, or artist.

Name: \_\_\_\_\_ Business Name (if applicable) \_\_\_\_\_  
Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_

**If address you have lived at the above address for less than five (5) years, please list previous address also.**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Sex \_\_\_\_\_

**Photo ID required** (license preferred.) If ID address different from present, why: \_\_\_\_\_  
\_\_\_\_\_

**Have you ever been convicted of any misdemeanor, felony or violation of any municipal ordinance:** \_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

Have you ever had a license with the City of Burlington (including Church Street Marketplace)? \_\_\_\_\_

If yes, has this license ever been revoked for any reason? \_\_\_\_\_

If revoked, please explain why and when: \_\_\_\_\_

Types of Goods Being Sold or Street Entertainment Performed: \_\_\_\_\_

Conditions of My Church Street Marketplace License:

- 1) I will display my license at all times.
- 2) I will comply with all requirements of my license, as described by the Church Street Marketplace Commission.
- 3) I will be courteous to nearby businesses and neighbors.
- 4) I will not interfere with pedestrian traffic flow.
- 5) If I sell food, I will provide a trash receptacle and broom-clean the area around my cart each day. In addition the vendor will keep the area up to four feet around their cart clear of trash, debris, snow or ice. I will not discharge any grease, ash or other form of refuse onto any street or sidewalk. I will not deposit my trash (packing containers, wrappers or similar items) into any city Receptacles.
- 7) I will understand at times if the location I am assigned by the Marketplace is not available due to circumstances beyond the Marketplace Office control.
- 8) I will abide by all local, state and federal laws at all times.

I hereby certify that the information I provided on this application is true and complete to the best of my knowledge and belief and I understand that any false or incomplete statements can lead to the revocation of my license. I also authorize the Burlington Police Department to release any information to the City Attorney's office relevant to the truth of this application. I have also read the conditions of my license and I understand that failure to abide by them and all other ordinances pertaining to vending or street entertaining may lead to the revocation or denial of my license.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Marketplace Representative

\_\_\_\_\_  
Date

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**Parent or Guardian signature required if applicant is under 18 years of age**  
Rev 8/24/05