

RULES AND REGULATIONS OF THE BROADWAY MARKET

I. Tenants shall comply with all city, state, and federal laws, rules and regulations now in effect or which shall be here in after enacted governing any and all of those directly, or indirectly connected with the sale, storage, or handling of food products.

A. Market Hours

1. The market shall be open for the normal conduct of business as follows:
MONDAY - SATURDAY 8:00 a.m. - 5:00 p.m.
SUNDAY Closed (Except during the Christmas and Easter Festivals, dates to be determined)

All Tenants are expected to have their stalls open and operating during regular market hours unless other arrangements have been made with Market Management. Consistency with vendor hours is extremely important to the overall success of the Broadway Market.

2. Except by written permission, no Tenant or other person will be permitted in the market until two hours prior to market opening time and all Tenants, their employees, and their associates must be out of the market no later than one hour after the market closing time.
3. Any person desiring to enter the market before opening hours or remain after closing hours will be required to secure a permit from the Landlord. The Landlord reserves the right to refuse the issuance of a permit to cancel a permit previously issued to any person whose presence, in the opinion of the Landlord, would be prejudicial to the best interest of the market and/or the merchants.
4. No person under the age of sixteen (16) shall be employed or otherwise engaged to perform any work, task, duties in the market without having obtained written approval of the Landlord and proper permit from the Department of the City of State having jurisdiction over regulations governing the employment of minors.

II. Construction and Maintenance of Stalls.

1. The construction of counters, enclosures, or any improvements, or the installation of cases or other equipment of any kind or type, or any additions, changes or remodeling of stalls or equipment of any kind or type therein shall not be undertaken until plans and specification for any or all of the preceding have been submitted to the Landlord, and written approval obtained.
2. All such work shall be performed by reputable and where required by law, licensed mechanics or contractors approved by the Landlord.
3. All stall and equipment shall be maintained in safe satisfactory conditions at all times. If after, Tenant has been notified of an unsafe or unsatisfactory condition, he has failed to remedy same, then and in that event, the Landlord shall have the right to enter upon the stall and make such repairs as in his sole judgment are necessary to restore the stall to safe and satisfactory condition. The Landlord will charge the Tenant for the cost of the same.
4. Identification signs above the stall must not be less than eight feet (8') nor more than ten feet (10') above the market floor. No other signs, displays, merchandise or other article (except scales and columns displays previously authorized) shall be placed as to obscure the view above five feet (5') from the market floor.

III. Safety

1. Tenant shall not be permitted to use or keep in the building any explosives, kerosene, burning fluid, or any illuminating materials in excess of such amounts thereof and in such containers as may be permitted by the association of the fire underwriters or any applicable law, ordinance or regulation governing the same.
2. No Tenant shall permit seepage or leakage of water or fluids from any part of his stall into the aisle.
3. All Tenants selling vegetables, flowers or other products which require sprinkling or

dipping in water will be required to equip their stalls with a waterproof pan or pans, such pan or pans to be placed as to prevent water from spilling onto the floor and to be fitted with a drain spout under which a pail, of sufficient size not to require emptying, except after market hours, must be placed to catch surplus or waste water.

4. No Tenant shall do or permit to be done by associates anything which creates a hazard to life or property or jeopardizes the safety of the market or its occupants.

5. All stands must have at least a 10lb. A.B.C. dry chemical fire extinguisher.

IV. Sanitation

1. Tenants shall keep the area in and about his stall in clean, orderly, safe, sanitary and attractive conditions at all times. This includes regular cleaning of all showcases, scales, counters, and other equipment at frequent intervals. Removable floors must be removed and subfloors (including area under elevated counters) scrubbed at least once a week. Hand basins and sinks must be kept spotlessly clean and in proper working condition at all times.

2. Personal cleanliness of market personnel handling food is the direct responsibility of the Tenants, and all City of Buffalo, Erie County and State Health Department rules applicable to the handling of food and food products must be complied with at all times.

3. Refuse must be kept in a container approved for the purpose by the Landlord and the Health Department. It shall be the Tenants responsibility to see that all refuse is taken to the disposal area.

4. All merchants, their associates, and their employees who have access to and use of private restrooms which time to time may be reserved for the exclusive use of the Tenants will use these facilities in a manner to avoid any unclean or unsanitary condition.

5. Tenant shall take all necessary precautions to prevent conditions causing or conditioning to abnormal or offensive odors in the market.

6. Copies of Department of Agriculture reports must be forwarded to the Landlords office.

V. Aisles

1. In no case is it permissible to place and stand, boxes, crates, stools, or any other object in the aisles; nor is it permissible to extend counters, stalls, trays, or any other object or material beyond the stall line into the aisles or overhanging the aisles, without prior written approval from the Landlord.

2. No type of seating arrangement may be installed at any stall without the written approval of the Landlord.

3. At no time will any stock, merchandise, or other properties of the merchant be placed, stacked, stored, cleaned or proceeded upon unvented stalls or other areas of the market or in the basement, loading docks, service areas on stair landing or sidewalks. Any such articles found in these areas is a violation of the above and they will be considered as refuse and may be promptly removed and disposed of by the Landlord without notice.

V. Loading and Unloading

1. Designated areas for receiving merchandise are to be used solely for that purpose. Loading docks are not to be occupied by Tenants except to deliver and receive products.

2. All carts used in the market must have rubber wheels.

3. All deliveries must be made from loading docks or parking lot. (Side doors for customers only).

4. Vendors will only be allowed in the loading dock area when they are to receive a delivery, during market hours. There will be no deliveries prior to 5:00 a.m. and **NO** deliveries after 4:00 p.m. are permitted. Loading dock doors will be self locked, opened from the inside only, locked prior to 5:00 a.m. and after 4:00 p.m.

VII. Employee and Tenant Parking.

1. Tenant and employee parking will be permitted only in those areas designated by the

Landlord.

2. All loading and unloading zones so posted must be kept clear of parked vehicles at all times.

VIII. Signs

No person shall distribute, scatter about, or post on or about the market (including stall) any advertising pamphlet, card, handbill, signs, displays or other printed matter without the consent of the Landlord. Nor shall any present sign be altered or changed in a manner deemed unsatisfactory by the Landlord.

IX. Conduct

1. Disorderly conduct, boisterous, huckstering, profane, vulgar or obscene language in or about the market is prohibited. The Broadway Market has a Zero Tolerance Policy on physical altercations or assaults in the market or on market grounds this includes threats to vendors, employees, customers or other member of the public. The person or persons violating this rule will be banned from the market for no less than one year from date of offense.

2. Idlers, loungers, peddlers, or disorderly persons shall not be permitted to remain in or about the premises.

3. No person shall commit or maintain a public nuisance. A public nuisance consists of committing an act or omitting to perform a duty which act or commission annoys, injures, or endangers the comfort, repose, health, or safety of other persons, or offends public decency.

X. Pets

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

XI. Smoking

Smoking is not permitted in any area of the building or parking ramps.

XIII. Weights

1. No scales, weighing, or measuring devices may be used until they have been inspected and approved by the Bureau of Weights and Measures, and Tenant shall have all such scales, weighing or measuring devices checked or inspected as often as may be necessary to insure continuous accuracy. The Landlord reserves the right to inspect and test any merchant's scales and weighing or measuring device to verify their accuracy at anytime during normal business hours.

2. All scales must be placed in a position adjacent to the public aisle and in manner easily visible to the public. Should any Tenant have more than one scale, he then shall in all cases, use the scale nearest the customer whose purchase is being weighed at that time. Nothing whatsoever is to be placed within twenty four (24") inches of the front, back or either side of any scale in any manner which would obstruct the purchaser's view.

3. Copies of weights and measures reports must be forwarded to the office of the Landlord.

XIII. Code of Ethics

1. Overcharge or short weight will not be tolerated. It shall be the responsibility of every Tenant to ascertain that each and every customer receives full measure or weight of each product purchased, that the customer knows the price of the item and that the amount charged is correct. Tenant will also determine that the change given the customer is accurate.

2. Misrepresentation of the quality or grade of any product, or deceptive packing, 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 prohibited.

3. No product shall be offered for sale that is unwholesome, inedible or unusable. All products offered for sale in the Market are subject to inspection by properly designated representative of the Landlord and the Landlord reserves the right to enter upon the Premises and to remove and dispose of any deemed by it to be unwholesome, inedible or unusable.

4. Any fruit, produce or other products offered for sale to the public in a bruised damaged or imperfect condition (but specifically excluding those referred to in the preceding paragraph) shall be clearly marked as such.

5. Every merchant shall conduct his presence and his business in a manner submitting to the dignity and tradition of the Broadway Market. At no time shall any Tenant, his associates, or employee perform any discourteous, unethical, or other act which would bring discredit upon himself, his fellow-merchants, the Broadway Market, or City of Buffalo.

XIV. Product Line

All Broadway Market Tenants are obligated to adhere to the product line specifics outlined in their individual Lease agreement with the City of Buffalo. Any unapproved items are in direct violation of the Lease agreement, and the following steps will be immediately enforced.

STEP 1 – WRITTEN NOTICE. Management will give written notice to the Tenant regarding the item(s) in violation. The Tenant will have five business days to remove the product and any related signage.

STEP 2 – INITIAL FINE. Management will give written notice to the Tenant regarding the imposition of a \$100.00 fine. The Tenant will have an additional five business to remove the product and any related signage, and pay the fine.

STEP 3 – SECONDARY FINE. Management will give written notice to the Tenant regarding the imposition of an additional \$250.00 fine. The Tenant will have an additional three business to remove the product and any related signage, and pay the fine.

STEP 4 – FINAL FINE AND NOTICE. Management will give written notice to the Tenant regarding the imposition of an additional \$500.00 fine. The Tenant will have that day to remove the product and any related signage, and pay the fine. If the violation is not remedied at this time, management will have the option to begin eviction proceedings.