Market Handbook
Historic Roanoke City Market

213 Market Street
Roanoke, Virginia 24011
540.342.2028

Revised (Effective July 1, 2010)

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MARKET HANDBOOK (REVISED)
FOR THE
HISTORIC
ROANOKE CITY MARKET

"Where it all comes together"

The Historic Roanoke City Market, also called the Farmer's Market, is the oldest continuously operating City Market in the Commonwealth of Virginia. For over 125 years, Roanoke Valley farmers have been bringing fresh fruits, vegetables, and flowers to the Market. In recent years, the farmers have been joined by artisans offering handcrafted items, unique jewelry, and other art objects.

The Market has been recognized nationally as a "Great American Public Place" by the Lyndhurst Foundation along with other winners such as the Vietnam Memorial in Washington and Central Park in New York City. Locally, the Market has received a number of "Best of Roanoke" awards by the *Roanoker* magazine, based upon votes of its readership.

The mission of the Market is to provide Roanoke and the surrounding area with locally grown foods in a direct farm-to-consumer venue and to increase awareness and support of regional agriculture. The predominant emphasis is on farm products of the area, but the Market will also host a variety of artisans and food vendors to further enhance the City's diverse and dynamic community.

MARKET HANDBOOK (REVISED)

Rules and Regulations for the operation and use of market spaces.
Effective July 1, 2010

To the extent reasonably possible, the overall goal for the use of the spaces on the Market is to achieve at least 75% Farmers and Food Vendors and 25% for Artisans. However, such percentages will vary day to day depending on circumstances. In order to maintain the history and vision of the Historic Roanoke City Market, priority shall be given, in this order, to the following Vendors:

1. FARMERS.

2. FOOD VENDORS.

3. ARTISANS.

I. DEFINITIONS

A. ARTISAN: Anyone who offers arts, crafts, or jewelry for sale on the Market or who performs an artistic service on the Market.

B. ARTISAN ADVISORY COMMITTEE: The committee appointed by the City or its agents and charged with the responsibility of assisting the Market Manager in review of Artisan applications and making appropriate recommendations to the Market Manager.

C. FARMER: Anyone who offers produce, including, but not limited to, fruits, vegetables, and cut greenery, live plants, herbs, flowers, meat, poultry, eggs, and dairy products, for sale on the Market.

D. FOOD VENDOR: Any Vendor selling packaged, prepared, baked or canned goods.

E. HOME GROWN: Produce actually grown by the Farmer.

F. LOCALLY GROWN: Produce that is grown within a 100-mile radius of the Roanoke City Market may be labeled as “locally grown” and sold on the Market.

G. MARKET: The body of land owned by, or under the control of, the City of Roanoke and generally described as lying south of Salem Avenue, west of Williamson Road, north of Church Avenue, and east of Jefferson Street.

H. MARKET CLERK AND MARKET MANAGER: The person(s) designated by the City or its management contractor to supervise the daily operation (Market Clerk) and the designated person to supervise the long-term management of the Historic Roanoke City Market (Market Manager). The Market Clerk and the Market Manager can be the same person or separate persons.

I. MARKET HANDBOOK: The body of rules and regulations authorized pursuant to City of Roanoke Code Section 24-77 for the operation and use of market spaces.

J. MARKET RULES COMMITTEE: The committee appointed by the City or its agent, which will include Vendors and non-Vendors, and charged with the responsibility for suggesting modifications to these Rules and Regulations as may, from time to time, be required for the operation and use of the market spaces. The Committee may be consulted by the Market Manager for advice and recommendations on any matter concerning the Market. The Committee also serves as a hearing committee as set forth in this Handbook.

K. PERMIT OR LICENSE: A permit or license is a contract between the City or its agent and a person or entity granting such person or entity the right to use and occupy the market space described in the contract upon the terms and conditions set forth in the contract. The license or permit will be one of three types.

1. PRIMARY PERMIT: A Primary permit is a license or permit issued to a person or entity granting to such person or entity the right to use and occupy the market space identified in the contract whenever the Market is open and upon the terms and conditions set forth in such license and permit. A Primary permit may be issued for six months or for one year.

2. SHARED PERMIT: A Shared permit is a license or permit issued to a person or entity granting such person or entity the right to use and occupy the market space identified in the contract when the space is not occupied by the Primary permit holder and in accordance with the terms and conditions set forth in such license or permit. The Shared permit shall be approved by the Market Manager. The Shared permit shall be issued for the same length of time as may be remaining for the Primary permit for such space.

3. DAILY PERMIT: A Daily permit is a license or permit issued to a person or entity granting such person or entity the right to use and occupy a designated market space for the day for which it is issued.

L. SENIORITY: Seniority will be determined based on the length of time a Vendor, and Vendor's related predecessor, if any, has been a continuous permit holder on the Market without an absence of over 6 months, unless such time has been extended in writing by the Market Manager.

M. SPREADING: Allowing a Vendor to use adjacent Market space(s) to the space then being used by the Vendor.

N. VENDOR: Any person or entity in lawful possession of a license or permit to offer items for sale or to perform services on the Market, whether on a daily basis or for some other period of time.

II. ITEMS THAT MAY BE SOLD ON THE MARKET

A. PRODUCE:

1. When the Market is open, Farmers may offer fruits, vegetables, live plants, flowers, herbs, meat, poultry, eggs, dairy products, and other such produce for sale subject to the provisions set forth herein.

2. When a particular vegetable, herb, fruit, or other such produce is actually being locally grown and available, a Farmer may offer for sale on the Market only such grown produce.

3. A Farmer may purchase only fruits, vegetables, live plants, flowers, herbs, meat, poultry, eggs, and dairy for resale on the Market. However, during the growing season, a Farmer who sells such items shall ensure that such items have been predominantly, as determined by the Market Manager, home grown with the remainder to be locally grown. Depending on extenuating circumstances, a Farmer may request a waiver of this requirement from the Market Manager, who has authority to grant such waiver. The Market Manager and/or Market Clerk, with Rules Committee members and/or Virginia Tech Extension Agent(s), may periodically visit Vendor farms to verify maintenance of this standard.

4. All produce shall be labeled identifying its name, price, and source, with such labeling being subject to approval by the Market Manager.

B. PREPARED FOOD: When the Market is open, Food Vendors may offer for sale homemade baked goods, honey, jams, jellies, highly acidic canned goods (with an inspection report from the Virginia Department of Agriculture) and other prepared foods as may be determined to be acceptable by the Market Manager. Items must be actually prepared by the Vendor offering the item for sale or under the Vendor's direct supervision and must support the mission of the Market. Only those applicants approved by the Market Manager may sell approved items on the Market. All prepared food items need to be labeled with an identifying name, price, ingredients, weight, and any other information that may be required by any applicable local, state, or federal rules, regulations, or laws, with such labeling being subject to approval by the Market Manager.

C. ARTS and CRAFTS: Before an Artisan Vendor is permitted to sell any item on the Market, as set forth in Appendix A of the Handbook, such Vendor must submit to the following process of review.

1. All applications shall be submitted to the Market Manager for review. A representative example or photo of the item(s) to be sold at the Market must accompany the application. Additional application materials may be required at the discretion of the Market Manager.

2. Only those applicants approved by the Market Manager may sell approved items on the Market. The Market Manager may consult with the Artisan Advisory Committee prior to approval.

3. If a product is not approved, the reason shall be given in writing from the Market Manager. Applicants may appeal in writing for review to the Market Rules Committee. Should the aggrieved applicant wish to appeal the Committee decision, such applicant shall follow the appeals process as outlined in Section V (G).

4. The Market Manager may elect to utilize a third party jury system, or the Artisan Advisory Committee alone in order to establish what items may be offered for sale on the Market. Such jury system will be established with careful guidance of the Artisan Advisory Committee and in keeping with the standards outlined in Appendix A. Final approval of all items for sale is reserved for the Market Manager.

5. As provided in the Code of the City of Roanoke, an approved Vendor must file an affidavit with the Market Manager that the items for sale have been created by the Vendor.

6. All arts and craft items shall be labeled with an identifying price and source, and any other information that may be required by any applicable local, state, or federal rules, regulations, or laws, with such labeling being subject to approval by the Market Manager.

7. If a written complaint is filed with the Market Manager alleging a Vendor is offering substandard crafts, or crafts not made by the Vendor, a hearing will be scheduled before the Market Rules Committee and the Vendor will be given an opportunity to respond in full to the complaint. Following the hearing, a recommendation will be made to the Market Manager for appropriate action.

D. No live animals are allowed to be offered for sale or sold on the Market under the provisions of these Rules and Regulations.

E. The Market Manager shall have the authority to approve or to disapprove any item offered for sale on the Market under this section.

III. HOURS OF OPERATION

A. Weather permitting; the Historic Roanoke City Market will normally be open Monday through Saturday from 8:00 A.M. until 4:30 P.M., and on Sundays from 10:00 A.M. until 3:30 P.M., from January 2 through December 31. Vendors shall have 30 minutes following the closure of the Market to vacate their stalls and parking spaces in order to allow for other uses of the space by 5:00 P.M. Monday through Saturday and by 4:00 P.M. on Sunday. The Market shall be closed on

December 25 and January 1 of each year. The Market Manager, with the consent of the City Manager, may curtail and/or modify such days and/or hours of operation for special events or for other reasons such as lack of activity during inclement weather.

B. The Market may be opened at such other times as the Market Manager shall, from time to time, designate.

C. Vendors who have applied for and received a permit to sell on the Market shall make every effort to be open and ready to sell when the Market opens, and to remain open until the Market closes or until the Vendor has sold out of items being offered for sale. It is recognized that weather, travel-time, or other circumstances may make it impractical or impossible for the Vendor to comply with this requirement on occasion.

D. Should a later opening time be required for a Vendor, the Vendor shall notify the Market Manager or Market Clerk by phone at Downtown Roanoke, Inc. (540-342-2028) as far in advance of opening as is possible. Failure by Vendor to be open to sell by 8:00 A.M. or to notify the Market Manager of the need for a later opening time may result in the release of Vendor's space to another entity for that day.

IV. REQUIREMENTS FOR VENDORS

A. Every Vendor on the Roanoke City Market must comply with applicable federal, state, and local laws, ordinances, and regulations.

B. Collection and filing of any applicable taxes and payment to the appropriate taxing authority is the sole responsibility of the Vendor.

C. Farmers must secure a Grower's Permit from the Virginia Cooperative Extension Service and have the same properly notarized, whether selling on a daily, monthly, or annual basis. A copy of the Grower's Permit will be attached to, and made a part of the Farmer's permit to sell on the Market. Farmers must also obtain a temporary sales tax ID number before being issued a permit, if required by law.

D. All prospective Artisan Vendors wishing to sell items referred to in Appendix A must submit to the review process as outlined in Section II (C) above.

E. Vendors selling prepared foods must secure a Registration for Tax Collection Form from the Office of Billings and Collections of the City of Roanoke (540-853-2880). Vendors are responsible for collecting and paying applicable City of Roanoke and Commonwealth of Virginia Prepared Food and Beverage taxes, and any other applicable fees and/or taxes. A copy of relevant forms will be provided by the Vendor to the Market Manager and will be attached to and made a part of the permit to sell.

F. All scales for weighing items sold on the Market must display a current, valid certification sticker signed by an Inspector from the Virginia Department of Weights and Measures.

G. Vendors are responsible for contacting the offices of the Commissioner of Revenue (540-853-2521), the Virginia Department of Taxation (540-562-3510), and the Billings and Collection Department of the City of Roanoke (540-853-2880) to ensure that they are operating within the law. Failure to do so could result in civil or criminal penalties.

V. LICENSE AND PERMIT AGREEMENTS

A. Spaces are assigned upon the execution of a contract, also referred to as a license or permit, whether daily or for another period of time. Only those persons to whom a license or permit is given may use the assigned space. Transferring by any instrument or allowing the assigned space to be used by any other person, including a family member, in the absence of the person to whom the permit is issued, without the Market Manager's written permission, may be grounds for immediate termination of the license or permit.

B. No Vendor shall be allowed to sell from any space in the Market, either permanent spaces or temporary Market spaces, without having first obtained a license or permit.

C. VENDOR PLACEMENT

1. The Market Manager, Market Clerk, or their designee, will be on the Market no later than 8:00 A.M., Monday through Saturday, and 9:00 A.M. on Sunday, at a designated space each day the Market is open and shall maintain a list of Vendors wishing to secure space for the day ranked by Seniority and Vendor category. Except as set forth herein, no space on the Market may be reserved, claimed, or occupied prior to 8:00 A.M. by anyone other than the person having a license or permit to do so. Vendors must leave verbal notice with Downtown Roanoke, Inc., by calling 540-342-2028, Ext. 15, one day prior to their sell day on the market if such Vendor will not occupy its licensed or permitted space(s).

2. If a Vendor has a license or permit, either Primary or Shared, for a specific space(s), then that Vendor must occupy such space(s) by 8:00 A.M. Monday through Saturday, and by 9:00 A.M. Sunday. If a Vendor has not occupied his/her space by the above time, such space is forfeited and may be assigned to another Vendor for that day. Shared contract holders in need of placement will be placed according to Seniority. Daily Vendors will then be placed on a "first come, first served" basis, except as set forth below.

3. Space allowing, the Market Manager may allow Vendors to relocate to unoccupied spaces based on Seniority and Vendor category (as set forth on page 2) after all Vendors have been placed.

4. To preserve their priority placement in the Market, Farmers with an existing license or permit may be selected first regardless of Seniority of other Vendors. After placement of other than daily Vendors as set forth in the prior sentence, daily Farmers may be placed ahead of other daily Vendors.

5. After all Vendors have been placed and at the discretion of the Market Manager or Market Clerk, Vendors may spread to an approved adjacent space(s) for a spreading fee of $5.00 per space for that day. Farmers will have the option to spread first. Space permitting, Artisan's may spread to a maximum of one additional space and Farmers/Food Vendors may spread to a maximum of two additional spaces.

D. Matters of safety or sanitation may require the Market Manager and/or the Market Clerk to temporarily assign a Vendor a space different from that previously assigned to the Vendor.

E. The City and its agent reserve the right to refuse to offer or renew a license or permit to any Vendor, or to relocate or revoke any license or permit without cause for a Market space previously issued, when it is considered to be in the best interests of the Market. The City and its agent further reserve the right to revoke at any time or not renew any license or permit without cause. If the Vendor's License is revoked, or not renewed, the Vendor is entitled to receive a written notice of such action at least 30 days prior to the effective date of such action unless such termination or non-renewal is for cause or for an emergency. The following shall be grounds for immediate cancellation of any license or permit, for cause, without prior notification: (a) failure to meet the terms of the agreement; (b) failure to pay fees within 10 days of the due date; or (c) failure to comply with Section 24-71 of the City of Roanoke Code.

F. Vendor relocation shall be at the discretion of the Market Manager and shall be based on reasons regarding feasible and practical distribution of Vendors and/or products.

G. Any Vendor aggrieved by the Market Manager's decision may appeal in writing for review to the Market Rules Committee. Should the aggrieved Vendor wish to appeal the Committee decision, such Vendor shall then appeal in writing to the President and CEO or officer of the City's agent managing the Market, currently Downtown Roanoke, Inc. Should the aggrieved Vendor wish to appeal that decision, such Vendor shall then appeal in writing to the Executive Committee or its equivalent of the City's agent managing the Market, currently the Executive Committee of Downtown Roanoke, Inc. The Market Rules Committee, the President and CEO, and the Executive Committee may uphold, modify or vacate the decision being appealed. The decision of the Executive Committee shall be

final. All such appeals must be received by the entity hearing the appeal within 14 calendar days after the Vendor receives notice of the decision or matter being appealed.

H. Vendors shall be responsible for the actions of employees, agents, or other persons working for, or with, the Vendor.

I. There are three types of licenses or permits, as defined in Section I (K) above, issued for Market spaces, a daily license or permit, a primary license or permit, and a shared license or permit. The permits issued shall be valid only for the time period specified therein.

1. A Shared license or permit may be issued to two or more Vendors for the same Market space, provided that each Vendor enters into a contract with the City or its agent specifically establishing the days of the week and months that each shall occupy the space.

2. To assure continued diversity in the products offered for sale on the Market and to encourage the participation of new Vendors in the future, no produce Vendor shall be allowed to obtain or hold licenses or permits for more than two Market spaces, and no crafts Vendor or prepared food Vendor shall be allowed to obtain or hold a license or permit for more than one Market space; provided, however, produce Vendors holding Primary Permits for more than two Market spaces and crafts and prepared food Vendors holding Primary Permits for more than one Market space on July 1, 2005, shall not be affected by this limitation as long as they maintain those permits.

3. A Vendor holding a Shared Permit shall not have the first option to succeed the holder of the Primary Permit upon its termination if such Primary permit holder does not renew such space(s). Vacated primary spaces shall be filled according to Seniority, attendance and successful maintenance of the City mandated Farmer and Food Vendor to Artisan ratio.

J. Licenses and permits are entity-or-person-specific. If a family is applying for a permit, all members of the family who expect to sell on the Market must sign the agreement. If the permit is being obtained by a business, an officer or a general partner must sign the permit.

K. Vendors who have received a Primary license or permit or a Shared license or permit will be required to be present to sell for a minimum of 70% of the duration of their contract term, subject to the following conditions:

1. The 70% attendance requirement will be applied only during the months of April through December and only on Wednesday through Saturday.

2. Vendors with contracts stating the specific days and months of attendance will be required to attend at least 70% of those specified days and months.

3. The Market Manager may waive a specific portion of the attendance requirements when a Vendor has experienced an emergency or an extenuating circumstance. Such waivers must be documented in writing and signed by the Market Manager.

4. Failure to comply with the aforementioned attendance requirements may result in termination or non-renewal of the license or permit.

VI. PARKING

A. A Vendor having a Primary or Shared Permit for one (1) Market space may use the parking space located behind such space for either parking a vehicle or for displaying additional product for use by the Vendor only.

B. A Vendor having Primary or Shared Permits for two (2) adjacent Market spaces may use one of the spaces located behind either such market space for either parking a vehicle or for displaying additional product for use by the Vendor only. The remaining space is to remain vacant and unobstructed so that it may be used by the public, subject to any parking restrictions or signs applicable to such space, unless otherwise designated for Vendor use in accordance with Section VI (E) below.

C. A Vendor having Primary or Shared Permits for three (3) adjacent Market spaces may use two of such spaces located behind the Vendor's licensed or permitted Market spaces for either parking one or two vehicles or for displaying additional product or a combination thereof for use by the Vendor only. The remaining space is to remain vacant and unobstructed so that it may be used by the public, subject to any parking restrictions or signs applicable to such space, unless otherwise designated for Vendor use in accordance with Section VI (E) below.

D. A Vendor having a Daily Permit is subject to the same conditions for using parking spaces as a Primary and Shared permit holder.

E. A Vendor may request the Market Manager for permission to exceed the restrictions on parking contained herein only for special occasions. The request must be made in writing and it must state the reason for the request and the date during which an additional parking space is needed.

F. The Market Manager may designate such parking spaces as may be required for use by the public as loading zones.

G. Employees of the Vendor are not allowed to use the parking space. For purposes of this Section VI, a parking space is defined as the marked space on the road surface directly behind a licensed or permitted market space.

H. Every Vendor occupying or using a parking space must have and display a parking permit on the dashboard or other prominent place within the cab of the vehicle in such parking space or, if the parking space is used for display purposes, have the parking permit available for inspection. All parking permits are to be signed by the Market Manager authorizing use of such space(s).

VII. FEES

Fees to be paid for spaces are in Appendix (B) attached hereto. Such fees are payable in full by the designated due date. A 10 day grace period will be strictly enforced. Such fees may be mailed to Downtown Roanoke Inc., 213 Market Street, Roanoke, Virginia 24011, or such other address as the City may direct. Any fee changes must be approved by the DRI Board of Directors and City Council.

VIII. HEALTH, SANITATION, AND SAFETY

A. The City of Roanoke will provide and empty all public litter containers in the Market.

B. Vendors are responsible for the collection and proper disposal of all refuse, grease, and trash generated from their spaces.

C. Vendors are responsible to see that their areas are left clean and orderly when they leave the Market for the day and must assure that the awnings are rolled up. Failure to comply with this section will result in a $25.00 minimum charge or the actual cost of any cleanup, whichever amount is greater, to be collected by the Market Manager and/or Market Clerk. A second failure to comply with this section or the failure to pay the fee or cost may result in a termination of the license or permit to use the space. All monies collected under this section shall be deposited in the Market promotional fund, except for any actual cost of cleanup, which shall go to pay such costs.

D. Downtown Roanoke, Inc. and the City of Roanoke are not responsible for damage to or loss of any personal or other items in any of the spaces.

E. Children under 14 years of age brought to the Market by Vendors must be kept within the Vendor's Market space and be under the supervision of a designated adult.

F. The Market Manager and/or Market Clerk will visit all new vendors' production sites; first visits will be announced and arranged with the vendor at least one week in advance. Additional visits prompted by the need to verify status may be impromptu and unannounced. Failure to comply and/or cooperate will result in termination of the Permit or License.

G. Vendors and their representatives agree to protect and hold Downtown Roanoke, Inc. and the City of Roanoke, their employees, agents, and representatives harmless and to indemnify such entities from any and all claims, demands, suits,

actions, judgments, and recoveries, for or on account of any damage, theft, or injury (including death) to property or person occurring as a result of Vendor's use of Market space for which Vendor holds a license or permit, including loss or injury resulting to Vendor from any cause whatsoever, including but not limited to electrical or equipment failure.

IX. STRUCTURAL

A. Vendors must provide their own equipment and any additional materials for display of items. Vendors may not use nails or other set up materials which permanently damage the space.

B. No signs or advertisements may be attached to buildings or tables by staples, screws, nails, etc. Any sign that a Vendor wishes to use in his or her Market space must be approved by the Market Manager. Market Manager has the sole discretion to disapprove any sign or signage considered by the Market Manager to be inappropriate.

C. No signs of an advertising nature and designed to attract attention for support of commercial activities which promote a product, commodity, service, or entertainment which is not available for sale at such Market space are allowed on the Market without the approval of the Market Manager. No other signs shall be allowed on the Market unless allowed by the Market Manager or by law. The Market Area is designated as an H-1 District and any permanent or semi-permanent signage must be approved by the Roanoke Architectural Review Board.

D. Any needed repairs, hazardous conditions, or problems rendering the Market space unusable for the purpose for which it was designed shall be immediately reported in writing to the Market Manager or Downtown Roanoke, Inc. (at 540-342-2028).

X. GENERAL INFORMATION

A. The Historic Roanoke City Market promotes a family atmosphere. Vendors, including Vendor's employees and agents, shall conduct themselves at all times in a courteous and professional manner and comply with the provisions of this Handbook. Proper dress is required of all Vendors and their employees and agents. Rude, abusive, or other disruptive or offensive conduct is not permitted. Profanity or otherwise offensive language, including gestures, is strictly prohibited. Furthermore, each Vendor hereby agrees not to, and shall not verbally or physically abuse or publicly harass, or give the appearance of doing so, any staff person of the City's Management Company, including the Market Manager and Market Clerk, or a member of the public. If a Vendor or a Vendor's employees or agents, in the opinion of the Market Manager or Market Clerk, violates this provision, the Market Manager or Market Clerk may immediately suspend the Vendor's permit or license for the use of the Market space(s) for the rest of the day and direct the Vendor to leave such Market

space(s). Furthermore, such Vendor will also receive either a verbal or written warning, depending on the severity of the violation. A written warning will have the same effect as a second violation under Section X (E) below. Each Vendor hereby agrees to, and shall follow the directions of the Market Manager and/or Market Clerk. If such Vendor disagrees with those directions, the Vendor may proceed with the appeals process as outlined in Section V (G) of this Handbook.

B. Drinking alcohol, being under the influence of alcohol, or the use of illegal substances is strictly prohibited while occupying or using a Market space(s). If a Vendor or a Vendor's employees or agents, in the opinion of the Market Manager or Market Clerk, violates this provision, the Market Manager or Market Clerk may immediately suspend the Vendor's permit or license for the use of the Market space(s) for the rest of the day and direct the Vendor to leave such Market space(s). Furthermore, such Vendor will also receive either a verbal or written warning, depending on the severity of the violation. A written warning will have the same effect as a second violation under Section X (E) below. Each Vendor hereby agrees to, and shall follow the directions of the Market Manager and/or Market Clerk. If such Vendor disagrees with those directions, the Vendor may proceed with the appeals process as outlined in Section V (G) of this Handbook.

C. Each Vendor, by requesting or receiving a permit or license for the use of a Market space(s), hereby agrees that such Vendor, including Vendor's employees and agents, shall submit any complaints, grievances, or problems only to the Market Manager and/or Market Clerk in writing or electronically setting forth the details of the specific matter and that no such complaints, grievances, or problems will be made verbally to the Market Manager or Market Clerk. If the Vendor does not agree with the decision of the Market Manager and/or Market Clerk in response to such matters, or does not receive a timely response, the Vendor may proceed with the appeals process as outlined in Section V (G) of this Handbook.

D. No person shall make a public outcry, engage in "hawking," play any musical instrument (except for Vendors who are demonstrating a musical item that they have crafted), or give other entertainment while selling on the Market, whether for personal pleasure or for public enjoyment.

E. Except as otherwise provided in this Handbook, Vendors who violate any of the regulations contained in this Market Handbook will be given a verbal warning. A second violation for the same, or for a different violation, will result in a written warning. A third violation will result in the termination of the license or permit without refund of any monies paid therefore.

F. Any unresolved disputes with the Market Manager are to be resolved according to the appeals process as outlined in Section V (G) of this Handbook.

G If you need further information or have any questions, you may contact the Market Manager at 540-342-2028. The Historic Roanoke City Market is owned

and maintained by the City of Roanoke. The City of Roanoke has entered into a contract with Downtown Roanoke, Inc. (DRI) to manage the Historic Roanoke City Market. The daily operation of the Market is supervised by DRI through a Market Clerk and Market Manager. Please advise the Market Manager or Market Clerk, DRI, or members of the Market Rules Committee of any suggestions you might have regarding the Historic Roanoke City Market. For any additional information, suggestions, comments, or questions, please call or write: Market Manager, Downtown Roanoke, Inc., 213 Market Street, Roanoke, Virginia 24011, Phone 540-342-2028, Fax 540-344-1452.

By the authority granted to me by City of Roanoke Code Section 24-77, I hereby approve and adopt these Rules and Regulations (July 1, 2010, Revision) for the operation and use of market spaces on the Historic Roanoke City Market, which shall be effective July 1, 2010. As of the effective date, this Market Handbook, as revised, replaces the prior Market Handbook.

This _____ day of _____, 2010.

_____
Christopher P. Morrill
City Manager
City of Roanoke

APPENDIX A

Standards of Quality for Artisans

The Artisan Advisory Committee assists the Market Manager in the process of review of Artisans for the Historic Roanoke City Market, as outlined in Section II (C) of the Market Handbook. The following are general guidelines to be followed when considering submission and/or approval of any craft for review.

An Artisan's craftsmanship should be reflective of the Artisan's considerable skill, time, and effort to produce a high quality, finished product. Each item should be original and unique, but may be assembled from patterns created by the Artisan. Assembly of a copyrighted item is not allowed unless the Artisan is the holder of the copyright. Assembly from kits is not acceptable nor is it acceptable to add to or improve pre-manufactured items.

The design of the item should reflect shape, form, color, and texture. The materials should be of high quality, at least 80% of which should be from natural or collected materials. Of the total value of the item, at least 75% must be attributable to the Artisan's handiwork. Additionally, products must, in the opinion of the Market Manager, exhibit legitimate craftsmanship and support the mission of the Market to enhance the community.

Items to be sold on the market by an Artisan may not include kits, cut bottles, unfinished work, bread dough sculptures, tie-dyed or screen printed garments, tee-shirts, ball caps, plastic items, acrylic items, or silk or artificial flowers.

In addition to the foregoing, the following standards shall be observed by the Artisan:

Jewelry: All jewelry offered for sale must be hand made by the Artisan. Jewelry must be assembled from quality components as determined by the Artisan Advisory Committee, but the final decision shall be reserved for the Market Manager. Assembly from kits or pre-strung beads or other factory work is not acceptable. Gold or silver chains will be allowed only as a minor part of the total work (i.e., a support of a piece that the Artisan has created and made.)

Pottery: All pottery shall be hand-built or wheel –thrown by the Artisan, kiln-fired or other heat process by the Artisan, and finished by the Artisan.

Wooden items: All wooden items shall be designed and/or interpreted by the Artisan. The Artisan shall craft all items, finish all items (including sanding, oiling, varnishing, or other finishing process), and assemble all such items.

Clothing and Accessories: An Artisan may offer clothing or accessories for sale on the market, but such clothing or accessories must be designed, or interpreted by, and sewn, knitted, or woven by the Artisan personally. Clothing and accessories, including items woven and knitted, made from commercially available patterns is acceptable only if the item is reflective of the Artisan's considerable time, skill, and effort. Pre-made fabric may be hand-dyed or decorated by the Artisan, as in Batik or painting, but tie-dyed and screen-printed items are not acceptable.

Photography: An Artisan may offer original and reproduced photographs for sale on the Market. All such photographs and reproductions shall have been created by the Artisan. While it is desirable that the Artisan signs all photographs and reproductions, that is not a requirement. However, on the back of each reproduction the Artisan shall affix a label that either specifies that the item is an original or, if a reproduction, shall specify the method of reproduction.

Stained Glass and Mosaic: All stained glass and mosaics shall be the original design of the Artisan and shall be assembled by the Artisan from component parts and pieces that the Artisan has personally cut or gathered.

Paintings and Sculptures: All paintings and sculptures shall be the original work of the Artisan and reflective of significant energy and time on the piece and may be created with any medium. Paintings shall be upon canvas, wood, or any other solid. The Artisan shall control reproduction and shall indicate the number of reproductions created from an original. Sculptures must each be an original and may be from any material except bread dough.

Wreaths: Wreaths shall be the original design and work of the Artisan and shall not incorporate artificial elements except ribbons or bows.

Metalwork: All metalwork, including sculpture, boxes, and candleholders must be totally designed by, assembled by, and finished by the Artisan.

Miscellaneous Arts and Crafts: Creativity cannot be limited or controlled by rules and regulations. Therefore, an Artisan may present a new idea, a new concept, or a new design not covered by this Appendix. Each new artistic creation will be judged, initially, by the Market Manager on its merits with due consideration being given to ensuring that the spirit and intent of this Appendix is followed.

The Market Manager may submit any item or items to the Artisan Advisory Committee for a recommendation. However, the final decision of whether an item or items meet the above guidelines is within the discretion of the Market Manager.

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APPENDIX B

FEES for Use of Market Spaces

Effective July 1, 2010.

The Market Manager (or Market Clerk) will be responsible for collecting the fees set forth below. The amount in parentheses next to each fee amount represents the portion of such fee that is hereby designated by the City Manager to be used for promotions of the Market.

DAILY PERMIT (excluding holiday greens):

- Sunday through Thursday - $10.00 per space per day ($5.00 to promotions).

- Friday and Saturday - $20.00 per space per day ($10.00 to promotions).

PRIMARY/SHARED PERMIT:

- SIX MONTH PERMIT: Six month permits at $45.00 per space per month ($12.00 to promotions per month).

- MARKET SQUARE PERMIT: Monthly permits (six month minimum) at $35.00/space/month ($9.00 to promotions per month) only in parking spaces designated as vendor spaces in East & West Market Square.

- SATURDAY ONLY PERMIT**:** Six month minimum at $55.00 per space per month ($20.00 to promotions per month).

- HOLIDAY SEASON PERMIT: (November 1 through December 31). Two month minimum for holiday greens at $135.00 per space per month. ($34 to promotions per month).

SPREADING FEE: $5.00 per space per day. ($5.00 to promotions).

CLEANUP FEE: $25.00 minimum charge or the actual cost of any cleanup, whichever amount is greater, with all monies collected deposited into the general market fund.

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