

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/24/2000

PRODUCER (402)434-7200 FAX (402)434-7272  
UNICO Group, Inc.  
4435 O Street  
PO Box 30275  
Lincoln, NE 68510  
Attn: Cynthia West Ext: 235

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A Cincinnati Insurance Co.
- COMPANY B
- COMPANY C
- COMPANY D

INSURED  
Downtown Lincoln Association  
1200 N Street Suite 101  
Lincoln, NE 68508

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/CP AGG \$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
A	OWNER'S & CONTRACTOR'S PROT	CPP0713256	09/01/2000	09/01/2001	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000,000
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
X	SCHEDULED AUTOS	CPP0713256	09/01/2000	09/01/2001	BODILY INJURY (Per accident) \$
X	HIRED AUTOS				PROPERTY DAMAGE \$
X	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ 2,000,000
A	X UMBRELLA FORM	CCC4464823	09/01/2000	09/01/2001	AGGREGATE \$ 2,000,000
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATE-TORY LIMITS OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	INCL			EL EACH ACCIDENT \$
		EXCL			EL DISEASE - POLICY LIMIT \$
	OTHER				EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
Use of Public Property and Public Ways, including Updowntowners use of the Old City Hall  
City of Lincoln is listed as an additional insured

**CERTIFICATE HOLDER**

City of Lincoln  
City Clerk's Office  
Attn: Joan Ross  
555 S. 10th Street  
Lincoln, NE 68508

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cynthia West/CAW

*Cynthia A. West*

## **Downtown Lincoln Association Named Insured Schedule**

Downtown Lincoln Association;  
Updowntowners;  
Star City Holiday Festival(Including Star City Parade);  
✓ Lincoln Haymarket Development Corporation(Including Farmers Market);  
Downtown Lincoln Foundation

## PUBLIC MARKET CONTRACT

THIS CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City", and Downtown Lincoln Association, hereinafter referred to as "Contractor".

WHEREAS, it is in the public interest to promote the commercial use of the Marketplace area with innovative and unique attractions; and

WHEREAS, Article VIII, Section 13 of the Charter of the City of Lincoln empowers the City Council to contract with any person or persons to conduct and regulate a public market.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. City hereby authorizes the contractor to establish, supervise and maintain the Tuesday Open-Air public marketplace on a non-exclusive basis. It is understood and agreed that Contractor may subcontract with other parties for the actual operation of said public market, but shall at all times be primarily responsible to the City for the proper operation for said public market.

2. Contractor is granted the exclusive right to use 12<sup>th</sup> Street and also "R" Street beginning on "R" Street from the west line of 13<sup>th</sup> Street, west to 12<sup>th</sup> Street, and then south on 12<sup>th</sup> Street to the north line of "Q" Street for the location of a public market, as contemplated hereunder, between the hours of 3:30 p.m. and 9:00 p.m. on Tuesdays starting May 15, 2001 through and including July 31, 2001.

3. Stalls shall be assigned only when a completed form is sent with payment on or before April 24, 2001. Spaces will be assigned by the Market Supervisor. Nebraska producers will be given priority over non-Nebraska producers. Daily and seasonal permits may be issued for the use of said stalls by sellers. Stall rental fees shall be established by the Contractor and shall be approved by executive order of the Mayor. A copy of the stall plan to be used for the Marketplace location is attached hereto, marked as Attachment "B", and made a part hereof by reference.

4. Sellers shall be allowed to sell home-grown fruit, vegetables, eggs, honey, plants, flowers and similar produce. Meat, sausage and cheese may be sold; provided, however, such products shall be processed in a licensed plant, shall be prepackaged, and kept in temperatures of 45 degrees Fahrenheit or below. Contractor may also permit a maximum of fifty percent (50%) of the stalls to be utilized for the sale of prepared food items; provided, however, that the percentage provided herein may be revised by the Mayor in the event that insufficient produce is available for sale in the market area.

5. The Contractor shall appoint, or shall cause to be appointed, an individual to serve as Market Supervisor, who shall generally supervise the market during the hours of operation, and who shall be responsible to see that the terms and conditions of this Contract are being complied with. Contractor may also promulgate such rules and regulations as it shall deem necessary to govern the operation of said market.

6. The market shall be run in strict compliance with all pertinent health and regulatory codes of the City of Lincoln, the State of Nebraska, and United States of America. The Director of the County-City Health Department, or his authorized representative, shall be entitled to make inspections of any goods offered for sale in the public market area. If the Director, or his authorized representative, find any violations of any pertinent health codes or any of the requirements of this contract relating to the handling of products, the Market Supervisor shall be notified and it shall be the duty of the Market Supervisor to revoke the permit of the seller found to be in violation until such violations are satisfactorily corrected.

7. All stalls shall be so operated and so conducted as not to interfere with the free flow of pedestrian traffic on sidewalks within the public right-of-way maintaining a minimum eight (8) foot wide pedestrian corridor. In the Tuesday Open-Air public market, vehicles shall be parked on-street in stalls marked on Attachment "B".

8. Contractor shall be responsible for continuously maintaining the market area in a neat and clean condition during the operation of the public market. Upon the termination of each day's business, Contractor shall be responsible for ensuring that the market area is clear of accumulated garbage, trash and litter, and all structures, tables, stands and other obstructions erected during the operation of the market. Contractor shall make such arrangements as may be necessary for the use of sanitary facilities for the general public and producers, either by permission with area property owners or by obtaining portable units at Contractor's expense.

9. Contractor agrees that any time on a market day that market operations cease for lack of additional goods and produce, or for any other reason, Contractor's exclusive right to use the public space shall terminate, and the public right-of-way shall immediately be returned to public use.

10. Prior to commencing any operations under this Contract, Contractor shall:

(a) Provide a bond approved as to form by the City Attorney, executed by a bonding company or a surety company authorized to do business in the State of Nebraska in the sum of \$5,000.00 conditioned upon the faithful execution of all terms and conditions of this Contract;

(b) Take out and maintain during the life of this Contract the applicable Employer's Liability and Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all of the Contractor's employees, and in the case of any work sublet, the Contractor shall require the Subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees as follows:

Worker's Compensation	
State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$300,000

(c) Maintain during the life of this Contract, Public Liability Insurance, naming protecting Contractor and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (i) bodily injury, including wrongful death, (ii) personal injury liability, and (iii) property damages which may arise from operations under this Contract whether such operations be by Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A.	Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
B.	Personal Injury Damage	\$1,000,000 Each Occurrence
C.	Contractual Liability	\$1,000,000 Each Occurrence
D.	Products Liability and Completed Operations	\$1,000,000 Each Occurrence

The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- A. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- B. Contractual Liability coverage shall be included.
- C. Products Liability and/or Completed Operations coverage shall be included.
- D. Personal Injury Liability coverage shall be included.

11. All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverages are to be placed with insurer's authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

12. All Certificates of Insurance shall be filed with the City of Lincoln on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of Insurance coverage required by Section 10 above and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

13. The Contract shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and

is caused in whole or in part by the Contractor, any subcontractor, either directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

14. The City is interested only in the results produced by this agreement. The Contractor has sole and exclusive charge and control of the manner and means of performance. The Contractor shall perform as an independent contractor and it is expressly understood that the Contractor is not an employee of the City and is not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

15. The City agrees to waive the normal fee for the hooding of parking meters in the market area. The City further agrees to provide traffic barricades as determined by the Department of Public Works and Utilities.

16. If additional right-of-way is requested by the Contractor for use in conjunction with the Tuesday Open-Air public market, the Mayor is authorized to modify paragraph No. 2 of this Contract to grant Contractor the exclusive use of an additional portion of the right-of-way; provided, however, such grant of additional right-of-way use shall be subject to approval of the City Traffic Engineer and shall be subject to all applicable terms and conditions of this Contract.

17. The City hereby reserves in its proper officers the authority to supervise and control the use of all public property for the benefit of the public. Contractor may be required by the City at any time to vacate all or any portion of the service space of the public rights-of-way granted hereunder when necessary for the public good.

18. In connection with the performance of work under this agreement, Contractor agrees that it shall not discriminate against any employee, applicant for employment, or applicant for stall rental because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

19. City agrees that Contractor may operate other markets in the downtown area on private property, provided Contractor has obtained written permission from the owner of the property on which Contractor intends to locate all or any portion of its market and such owner acknowledges that said operation by Contractor is not an official act of the City. Contractor agrees not to use the name of the City in any advertisement, circular, tickets, or other means whatsoever in the advertising or in the furtherance of its operation of markets on private property. It is understood that Contractor intends to operate a market on private property at the following locations: (a) Lied Plaza.

20. The term of this Contract shall commence May 15, 2001 through and including July 31, 2001.

21. If Contractor should fail to perform all the terms and conditions as provided in this Contract, the City may, in addition to availing itself of all other legal remedies, treat this Contract as terminated and all the rights and interests of the parties herein shall thereupon be null and void.

IN WITNESS OF, the parties have caused this Contract to be executed on the date and year first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor Don Wesely

ATTEST:

DOWNTOWN LINCOLN  
ASSOCIATION

\_\_\_\_\_  
Title: \_\_\_\_\_

Rally M. McMullen  
Title: President



# Tuesday Open-Air Market

"Sustaining People"

Vendor Application for the Year 2001



Please Print \* Incomplete forms and forms without payment will not be considered.

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

Business Name: \_\_\_\_\_

Others Involved: \_\_\_\_\_

Mailing Address: City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ + \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Please attach a copy of all required certificates, licenses, and permits for the direct sale of your product. Sales of value-added food products and restaurants need to attach a copy of your temporary Food Establishment permit. Attach your Nursery permit for the sale of perennial plants. Sales Tax # \_\_\_\_\_ Attach a copy of your certificate of Liability insurance coverage extended to cover your products and stand.

### The Tuesday Open-Air Market Dates Please mark all dates you will be at the Market

May 15\_\_ May 22\_\_ May 29\_\_ June 5\_\_ June 12\_\_ June 19\_\_ June 26\_\_ July 3\_\_ July 10\_\_  
July 17\_\_ July 24\_\_ July 31\_\_.

This is a locally grown and produced food Market...sorry no art and craft items at your stalls.

There will not be any beverage sales other than those sold by the University of Nebraska.

#### Please Check All Products You Will Have In Your Stall

\_\_\_\_ Produce (list on enclosed form) \_\_\_\_ herbs \_\_\_\_ jam/jelly \_\_\_\_ honey \_\_\_\_ baked goods (list on enclosed form)  
\_\_\_\_ cheese \_\_\_\_ beef \_\_\_\_ pork \_\_\_\_ chicken \_\_\_\_ lamb \_\_\_\_ rabbit \_\_\_\_ turkey \_\_\_\_ duck \_\_\_\_ fish \_\_\_\_ fresh flowers  
\_\_\_\_ bedding plants \_\_\_\_ house plants \_\_\_\_ other value-added products for human consumption ( please give a complete description) \_\_\_\_\_

All vendors will vend from the side of the vehicle. You will have a 10' X 10' space for a tent or umbrellas.

Stall Fee: Attend all 12 Tuesdays \$180.00 (\$15.00 per Tuesday) or \$17.00 per Tuesday for Day Stall.

Bakery and value-added food products: You must have a Health permit and a Market permit... there is an additional one time cost of \$5.00 for this Market permit.

Commercial stalls are \$420.00 (\$35.00) per Tuesday or \$38.00 per Day Stall.

*Space is limited and deadline for guarantee of stall is April 24, 2001.*

The policy of the Tuesday Open-Air Market is not to discriminate on the basis of race, color, religion, sex, disability, national origin, age, or marital status.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Total amount enclosed \$ \_\_\_\_\_

Office use: Date received \_\_\_\_\_ Received by: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_



Tuesday Open-Air Market, 2001  
"Sustaining People"

March 2, 2001

Dear Vendors;

Enclosed you will find the information pertaining to Downtown Lincoln's "Tuesday Open-Air Market." This is our second year for the market and we hope you will join us. The market is held on Tuesday evenings from 4:30 p.m. to 8:30 p.m., starting May 15 and running through July 31. The market is a collaborative effort between the University of Nebraska, Downtown Lincoln Association and the City of Lincoln. All three organizations recognize the significant role that an outdoor market can play in the sustainability of the people in Lincoln and surrounding area.

You will find the policy and procedures in the attached material. If you have any questions, please don't hesitate to call me between 9:00 a.m. and 4:00 p.m. at the cell number listed. We ask that you carefully read all the information enclosed before signing the contract and returning it to the office. The contract is due no later than April 24, 2001.

There is a new nutritional program for senior citizens, which the Market is very excited to take part in. Qualifying senior citizen could receive up to \$80.00 per household in food vouchers to spend on fresh fruits and vegetables at farmers' markets, roadside stands and directly from you, the grower, on your farm. You will receive more information at the:

**Farmers' Market Vendor Meeting and Food Vendor Certification Meeting:**

**Dates: April 7th or May 5th**

**Location: Lincoln-Lancaster County Health Department**

**3140 "N" Street**

**Lincoln, NE 68510-1514**

**Time: 9:00 a.m. to 11:00 a.m.**

**Please park in the N Street parking lot and enter the building through the N Street doors.**

Participation is open to any person who agrees to abide by the market rules. The Tuesday Open-Air Market is not responsible for arrangements made between customers and vendors. Any accident or injury must be immediately reported to the Market Manager. Anyone who comes to participate in the market, vendor or customer, comes at his or her own risk. The Tuesday Open-Air Market is not liable for injury to person or property. The rules are intended to be fair and in the best interests of all who participate in the Market. Remember, you have made a commitment for the dates you have marked. If you are unable to attend, it is your responsibility to notify the Market Manager prior to the absence. Loss of reserved space will be based on irregular attendance or two consecutive absences without notifying the Market Manager. It is in the best interest of everyone if all vendors are in attendance for the season and are set up and ready for business when the market opens at 4:30 p.m. Call the Market Manager when running late so your space will not be reassigned.

Surplus food may be donated to local charities. The Market Manager will make every effort to see that needy groups are contacted.

We are eager to work with all of you this year and look forward to a fun and rewarding year.

Sincerely,

Billene Nemec  
Tuesday Open-Air Market Manager

1200 N Street, Suite 101  
Lincoln, NE 68508  
(402) 434-6900  
FAX (402) 434-6907  
[www.downtownlincoln.org](http://www.downtownlincoln.org)

# Tuesday Open-Air Market 2001

Sustaining People



## Time & Dates

Our market is held on Tuesdays from 4:30 p.m. to 8:30 p.m. and runs from May 15 to July 31. Set-up time will be no earlier than 3:30 p.m. when the Market Manager will direct you to your stall space. You are required to stay until 8:30 p.m. and you have until 9:00 p.m. to take down and safely leave the Market area.

- The Market will be open Rain or Shine.
- A whistle will signal the opening and closing of the Market.
- No sales can be made prior to 4:30 p.m.
- No vehicles will be allowed to move inside the market area between 4:30 p.m. and 8:30 p.m.
- The Market reserves the right to deny stall space to any vendor at any time.
- When you sign the vendor application it is understood that you made a commitment for the dates you have checked. You are expected to be in your stall location on time and ready to sell. If you have an emergency please call the Market Manager.

## General Information

Vendors agrees to indemnify and hold harmless the Tuesday Open-Air Market, the Downtown Lincoln Association, the University of Nebraska and the City, its employees and volunteers, from any and all causes of action which may arise from the operation of this Market, not caused by the negligence of the 2001 Tuesday Open-Air Market, the Downtown Lincoln Association, the University of Nebraska and the City, its employees or volunteers.

The Manager of the Tuesday Open-Air Market is the agent for the above mentioned and is ultimately in charge of the Market operation. Stall assignments, suitability of items offered for sale, and the collection of stall rental fees.

**The University of Nebraska will be the sole vendor of any beverage or ice cream sold at the market.**

Product sold at the market must be your own. To ensure the freshest and highest quality product at the market, and to assure the customers they are dealing directly with the producer, vendors must sell only products they grow or make themselves. This is very important at the Tuesday Open-Air Market. Buying products for resale at the market will not be allowed. Food offered for sale must be fresh and of the highest quality.

## Products That Can Be Sold:

Fresh garden produce (vegetables and fruits)  
Dried beans                      House plants  
Cut flowers                      Dried flowers

## Permit/License Required for:

Eggs...NDA#2  
Baked goods...LLCHD and TOM  
Cold and hot drinks...NDA#04 and TOM  
Commercially Prepared Food...LLCHD and TOM  
Meat (beef, pork, lamb), Chicken, Fish, Game Meat (pheasants, buffalo, rabbit). EMU and Ostrich...NDA#11  
Jams and Jellies...LLCHD and TOM  
Honey (processed)...NDA  
Cider (Pasteurized)... NDA  
Shrubs and Trees, Perennial Plants...NDA growers license

LLCHD means Lincoln-Lancaster Health Dept.  
NDA means Nebraska Department of Agriculture  
TOM means Tuesday Open-Air Market Permit

## Products That Cannot Be Sold:

Live animals                      Cream pies  
Raw milk                              Herbed vinegar or oil  
Garlic vinegar, oil and spread  
Home-canned low acid foods  
Flea Market type items  
Products purchased by the vendor with no added value  
Any products not grown, baked or made by the vendor

**Vendors cannot have a personal pet in their stall.**

Inspections will be held at the market. Your permits, licenses and certificates must be current and on display at the market. At any time during the market we may be subject to inspection without notice. The Lincoln-Lancaster County Health Department and Weights and Measures will be stopping by unannounced to inspect your booth. The Tuesday Open-Air Market and the sponsoring agencies are not responsible for enforcing health codes, however the Market Manager reserves the right to ask you to remove without reimbursement, any items considered unfit due to taste, quality, appearance or not in compliance with the rules of the market.

The vendor acknowledges that their production sites are subject to an inspection by the Market Manager if a question should arise about the product they are offering for sale.

Signs are required and they must be on display in your stall every day you are at the market. They must state: Your personal name or business name and address in a prominent manner. The sign should be large enough to be read from 3 feet away from the vendors' stall.

It is preferred that each container/product be labeled...but you can have a sign in front of or in back of the container/product informing the customer of the product, the method of measure, price, your name and address.

Displays should be neat and tasteful. Only one vehicle per stall. Maintenance by the vendor of a clear walkway for customers to move from one vendor to another without obstruction is important and will be enforced by the Market Manager.

Produce offered for sale must be washed. If washing fruits (raspberries, strawberries) or vegetables (potatoes, onions) reduces their quality or increases spoilage, remove visible dirt. Produce must be free from harmful pesticide residues. Any applications must have been made according to manufacture's label directions.

Tasting and On-Site Food is permissible as long as you have: 1. Attended the Lincoln Lancaster Health Departments' Market workshop. 2. Food must be kept at the proper temperature. 3. You have a hand washing facility in your booth. 4. You have prepared your food in a licensed facility.

Meat, Fish, Poultry Must be of your own raising. Must be kept at 0 degrees Fahrenheit including the day of the Market. This includes jerky, meat that has been smoked, or otherwise cured or processed. Must be properly labeled and have safe handling information.

Eggs must be clean and graded; sized, pack date, and have your name and address. They must be kept refrigerated to 45degrees and be labeled with the Nebraska Egg Code number. Code number is provided by the Department of Agriculture at no charge.

**Bakery** is limited to non-potentially hazardous baked goods: bread, cookies, fruit pies cakes and rolls. They must be labeled truthful... identifying product, ingredients, vendor business/personal name, address, method of measure and price.

**Packaging** of product should only be done using new food-grade plastic baskets or bags. Do not reuse bread bags or trash/garbage bags.

**Containers** used for display or for cooling must be sanitized and must have drainage capabilities. It is the vendors responsibility to collect drainage water and disposing of it properly. Wastewater must be free of plant, food, or other solid materials and disposed of in the public toilet.

**Maintenance** of the stall and the space immediately adjacent to the stall is the vendors' responsibility. You are required to maintain it in the manner it was found. Please bring the supplies needed to clean up after yourself. Place garbage in plastic bags and place them in garbage cans. Garbage cans will available in the market area for small amounts of garbage.

**Method of Sales** is done as follows:

Count: Tomatoes 3 for \$2.00, watermelon \$3.00

Measure: Green beans \$2.00 a dry quart

Weight: 2-pound package for \$3.00

For more information on method of sale please read the enclosed NebFact sheet.

**Manner of Sales** at the market must be conducted in an orderly business-like manner. No hawking, no garish or lewd behavior will be tolerated. Vendors should behave in a cooperative manner with other vendors.

**Smoking in any stall space is prohibited.**

**American Disabilities Act** requirements are followed at the market and all vendors must stay within the assigned dimensions of your stalls and you must have your stall arranged for appropriate accessibility with electric cords secured.

**Electricity** is available. You are responsible for the correct grade of electric cords. You must bring duct tape or rubber rugs to cover and secure the cords. There is no charge for electricity...but there are a limited number of outlets.

**Equipment** is the vendor's responsibility, including tables, chairs, shade devices and signs. Vendors are responsible for cooling and freezing units, thermometers, scales and cash registers used by them. The Tuesday Open-Air Market does not supply these nor are we responsible for the safety or security of these items.

**Sales Tax** is the vendor's responsibility to collect. If you are selling concession type food items and hot or cold drinks you are responsible for collection of sales tax and reporting and paying sales tax to the State of Nebraska and to the City of Lincoln's tax rate of 6.5%. Vendors must have a sales tax number before application is submitted.

**Violations ...it is the responsibility of each vendor to know and follow all the rules and regulations of the market and other regulatory agencies (i.e. State Department of Agriculture, Health Department, Weights and Measures, USDA and the Internal Revenue Service) regarding your products. It is the vendor's responsibility to obtain all necessary permits, licenses and certificate and to post them. Violation of the rules and regulations of the market will result in the following actions:**

1. The first violation results in a written warning.
2. The second violation will result in expulsion from the market for that day with no refund.
3. The third violation will result in expulsion from the market for the balance of the season with no refund. A review of vendor's application will be made for any following years.

This is done for the safety of the vendors and the customers.

**Stall Size, Fees and Payment:**

All stalls are 10' X 10'

Season fee: \$180.00 (attend all 12 Tuesdays)

Day vendor: \$17.00 per Tuesday

Commercial: \$420.00 Season fee or \$38.00 per Tuesday.

**Bakers and value added food products have an additional one time \$5.00 Market permit fee.**

All insufficient checks will incur a \$30.00 fee in addition to the check amount and must be redeemed in cash. A second returned check results in a \$40.00 fee in addition to the check amount and must be redeemed in cash. All stall rentals from then on will be in cash only.

All stall space will be assigned by the Market Manager. Those who have sold in the past year will be given first right of refusal. While every effort is made to accommodate your needs, we will assign spaces based on the entire Market's needs.

## Resource List

**Billene Nemec, Market Manager**

Mailing Address:

Downtown Lincoln Association

1200 N Street, Suite 101

Lincoln, NE 68508

Office Phone: 402-434-6905

Billene's Cellular Phone: 402-433-2106

**Lincoln-Lancaster County Health Department**

Mailing Address: 3140 "N" Street

Lincoln, NE 68510-1514

Paul Drotzman: 402-441-8038

Fax: 402-441-6206

**Nebraska Department of Agriculture, Food Division**

Mailing Address: P.O. Box 95064

Lincoln, NE 68509-5064

George Hansenn: 402-471-4292

Fax: 402-471-2759

**Nebraska Department of Agriculture, Bureau of Plant Industry**

Mailing Address: P.O. Box 94756

Lincoln, NE 68509-4756

Vicki Wohlers, Nursery Program: 402-471-6854

**University of Nebraska Department of Horticulture**

Dr. Laurie Hodges: 402-472-2854

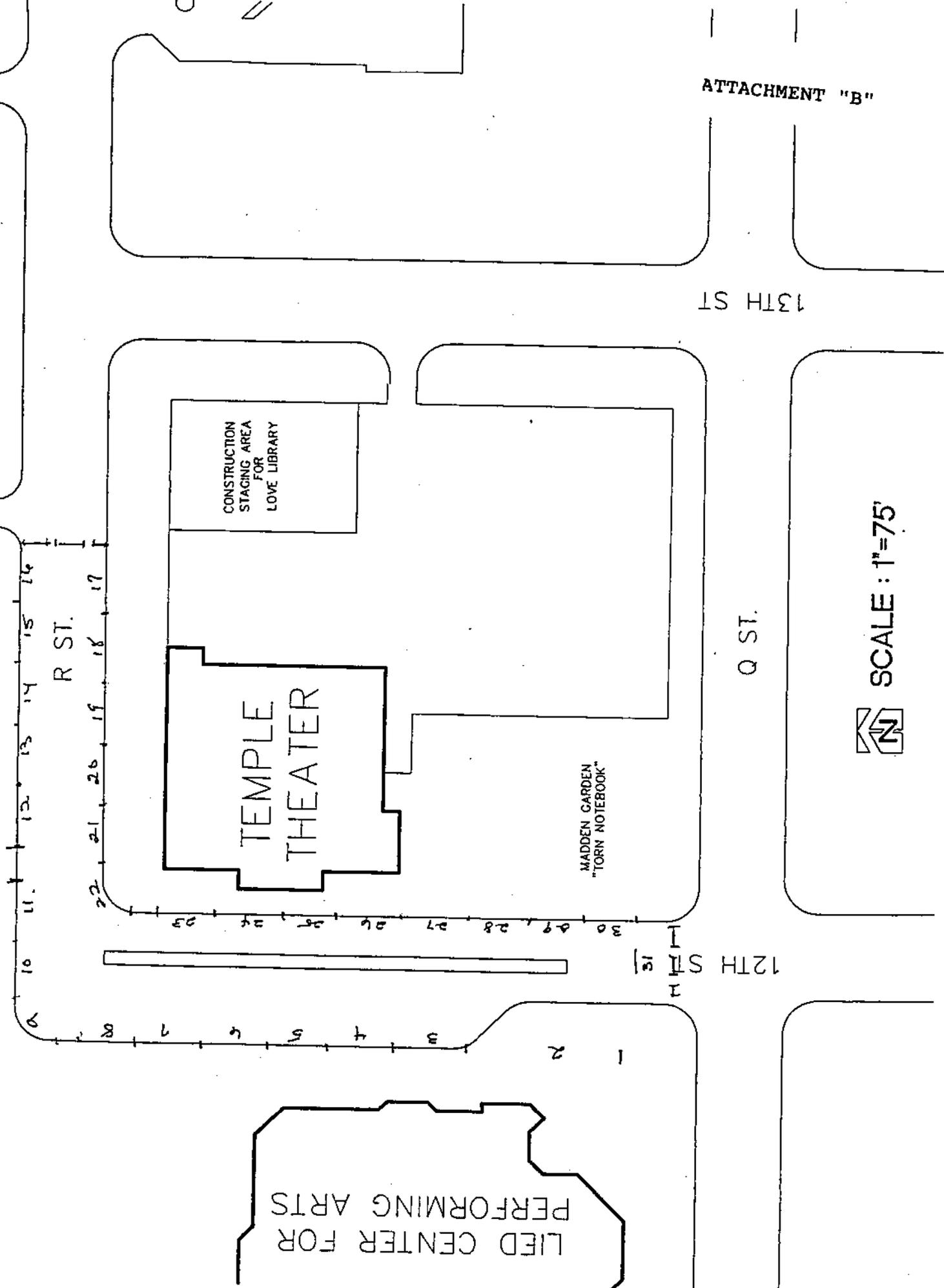
**Tuesday Open-Air Market**

Downtown Lincoln Association

1200 N Street

Suite 101

Lincoln, NE 68508



ATTACHMENT "B"

13TH ST

R ST.

Q ST.

12TH ST



SCALE : 1"=75'

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"TORN NOTEBOOK"

