Curb Market Stand Lease Regulations

Curb Market Stand Space -

* 10 Feet in Length, 36 inches in width
* Like a “Cart”, Table, Display
* Food truck and vehicles will not be considered
* Must be under a cover such as a tent, retractable awning
* All temporary stands must be put away at the end of business each day

A permit must be obtained from the Association to occupy a specific space along the curb market.

A Space is a specific area in a curb market as fixed by the Association for the location of one cart.

A Vendor is a person who has a license and occupies a space in the curb market.

Curb Market Stand Locations are Christian Street to Federal Street – East Side of South 9th Street.

No person shall occupy or vend in any space in the curb market unless he obtained a license from the Association to operate within the Association boundaries.

Licenses for food vendors

City of Philadelphia:

Curb License, Health License, Scale License, Business Privilege License, Tax # License.

State of Pennsylvania:

 Tax License

Licenses for non-food vendors

City of Philadelphia:

 Curb License, Business Privilege License, Tax # License

State of Pennsylvania:

 Tax License

Application for a license to act as a curb vendor will need to be in place 30 days prior to the first day of approval. All licenses will need to be in place 30 days after the first day of approval.

Fees:

$200 one time application fee must be submitted with the application. If application is denied, the fee will be refunded.

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$300 per month per stand space.

Billing Cycle for Renters – rental fees are due the 1st of the every month. The first month’s rent is paid prior to the 1st of the upcoming month.

Rental Fee for the Month of May only is $1500.00. This is a single month rental fee for single month usage because of the Festival.

Acceptable form of payment: cash, check, or money order. Bounce check fees are the responsibility of the leasee.

Operating days and hours are Daily 6am to 10pm

If a space is available, and if the Association finds the application is in proper form and the applicant is entitled to receive a license, the Association shall issue permission for a monthly period of time. A space will be designated and assigned by the Association based on stand availability. Stands may or may not be continuous.

In issuing licenses, the Association shall give preference to persons already holding licenses.

All existing numbers and registered curb market spaces shall remain the property of the current licensee and/or the Association.

No vendor shall occupy any space other then that assigned to him/her.

Products that may be sold:

Fresh fruits and fresh vegetables are primary goods.

Secondary uses as approved by the Association. Abiding by the laws of the State of PA and the City of Philadelphia.

The prohibitions set forth relating to the Pennsylvania Trademark Act, and the enforcement mechanisms set forth therein, apply in any curb market.

All merchandise shall be stored in the assigned space and shall be sold only from the carts. No other merchandise, containers, devices or matter of any kind may be placed outside of the designated space on any other part of the street or pavement.

Vendors who sell food shall comply with all the provisions set forth by the City of Philadelphia.

Vendors shall not litter the street and will be provided suitable receptacles for refuse and waste matter, which shall be removed by the Association’s designated hauler at the time specified by the City.

At least once each business day, each vendor shall clean the space assigned to him and the portion of the street adjacent to it. This shall be repeated at the end of the business day.

All merchandise shall be removed from each stand at the end of each business day.

The Association shall supervise and enforce curb markets and shall enforce all the provisions.

If any person violates any provisions the Association shall serve written notice upon him directing him to comply with the provisions within a reasonable period.

After the expiration of the time stated in the notice, if the offender has not corrected the violation, the Association may itself or by contract remove his cart of any goods that are in the space. The cost shall be charged against the offender and the Association and their legal representation may take action for the collection of such costs by lien or otherwise authorized by law and the City of Philadelphia.

After the expiration of the time stated in the notice, if the offender has not corrected the violation, the Association may revoke his license. Such revocation shall be by written notice and shall not entitle the licensee to refund any part of the paid fees.

When any license is revoked, the space affected shall be available for reassignment.

The Association is acting on behalf of the vendors to comply with all City regulations. In the event that the Association shall be disbanded, all rules and regulations revert back to the City of Philadelphia and the licensees.

All curb market vendors will abide by the Standards of Operation set forth by the Association in compliance with the City of Philadelphia and the Department of Health and Licenses and Inspections.

Prior to granting a stand for use, the goods and services being offered will be juried by the Stand Committee. The Stand Committee will uphold all legalities in regards to product or services sold at the stands.

*United Merchants of the S. 9th Business Association*

*919 S. 9th Street*

*Philadelphia, PA 19147*

*215-278-2903*

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