

RULES AND REGULATIONS

OF

THE NEW FULTON FISH MARKET COOPERATIVE AT HUNTS POINT, INC.

## PROLOGUE

The New Fulton Fish Market is a privately operated Wholesale Seafood Market, functioning under the direction and control of The New Fulton Fish Market Cooperative At Hunts Point, Inc. (The Cooperative) through its Board of Directors.

The Cooperative is composed of those businesses that are tenants of stalls, shareholders and who are receivers and sellers of fresh and frozen seafood.

The Proprietary leases which are issued to the tenants contain provisions making compliance with the Rules and Regulations adopted by the Cooperative, through its Board of Directors, mandatory. Violations of the rules and regulations could subject the tenant to a charge that a substantial term of the lease has been reached. This is a ground for eviction.

Each tenant has a responsibility to all tenants and to the Cooperative, in contributing to sanitation, security, and the safe and smooth flow of traffic in the market, and to its efficient operation.

Accordingly, this book of Rules and Regulations has been developed to aid the tenants and the entire market community in maintaining these basic objectives for the common good.

The cooperation of each and every firm and person is vitally necessary for such purposes.

ARTICLE I  
**Scope**

- 1.1 The Rules and Regulations are in addition to and supplement all laws, ordinances, rules and regulations of the City and State of New York, The Federal Government, and the terms provisions and obligations set forth in the leases.
- 1.2 The Rules and Regulations shall be applicable to all persons doing business or visiting the Market, including but not limited to, tenants, employees, buyers, visitors and service personnel.
- 1.3 The Cooperative shall have the right to add, revoke or modify any Rule and Regulation, at any time, and from time to time, in its sole discretion, as determined by its Board of Directors.

ARTICLE II

- 2.1 Use, occupancy, or doing business in the Market is prohibited, except by written lease, license, or permit of The Cooperative.
- 2.2 The sale of merchandise or services other than that authorized by the Cooperative or through its leases or permits is prohibited.
- 2.3 The hours of operation of the Market are regulated by the Cooperative, and are subject to change from time to time.
- 2.4 Each tenant shall be responsible for the acts and omissions of its employees, agents and/or sub-tenants in connection with the conduct of the tenant's business.
- 2.5 Entry into the Market, and conduct after entry, shall be regulated by the Cooperative. The Cooperative shall authorize and establish an identification and

access card system as a requisite for frequent entry of any person or group into the Market. Such identification/access card shall constitute a privilege and not a right and may be cancelled or revoked for cause.

- 2.6 Each tenant shall put, keep and maintain the premises described in the lease and the parking areas in front of the Premises up to twenty-five (25) feet from the loading areas appurtenant to the Premises, and any other space occupied by it in good repair and condition. Such tenant shall replace all defective and missing light bulbs with 48 hours, within such premises or the Cooperative may replace them at the tenant's expense.

### ARTICLE III

#### UNIFORMITY

- 3.1 The following shall be kept uniform in size, type, color and in any other respects, which shall be determined by the Cooperative from time to time:
- a) All interior and exterior signs.
  - b) All Market Walls (not including interior tenant office, locker room, bathrooms and dry storage area walls.
  - c) Lighting.
- 3.2 No changes in such respects shall be made without the written consent of the Cooperative.

## ARTICLE IV

### ENTRY AND ACCESS CARDS

- 4.1 Except as may be otherwise provided herein, entry into the Market is restricted to those persons exhibiting a valid identification (“ACCESS”) card, duly issued from time to time by the Cooperative. Persons having no lawful business or purpose in the Market shall be denied entry.
- 4.2 Buyers, Visitors, and Deliverers are required to present a valid toll plaza receipt to Authorized Market Security Personnel upon request.
- 4.3 Taxicabs are required to declare a destination for drop off and pick-up of passengers. They must exit the market immediately thereafter.
- 4.4 Service companies doing business in the Market must declare the specific company they are providing service to, upon entry. Service company employees must remove discarded equipment parts and packaging they have replaced and place them in trash containers of businesses they contracted with, or remove them upon departing.
- 4.5 All ACCESS cards and passes shall be carried by the person they were issued to at all times while in the market. They must be presented to Cooperative Security upon request.
- 4.6 ACCESS Cards in the possession of a person other than the person to whom it has been duly issued may be confiscated and voided, and the possessor thereof shall be summarily ejected from the Market.

- 4.7 Discharge of an employee must be reported to the Cooperative. The employer shall be responsible for obtaining the surrender of the ACCESS card before final settlement with the employee. The ACCESS card issued to an employee shall not be valid for use by any other employer. Such ACCESS cards may also be confiscated and voided at the entry gate, or by Market Security Personnel.
- 4.8 There shall be a charge of \$10.00 for replacement of each lost, destroyed or mutilated ACCESS card.
- 4.9 All incoming trucks carrying seafood products must show manifest(s)/bill of lading(s) to gate attendant upon request.
- 4.10 All incoming vehicles with merchandise to be returned must present a rejection return slip to the gate attendant.
- 4.11 The Cooperative shall from time to time set fees for the purchase of ACCESS cards.
- 4.12 No vehicle carrying waste, refuse or garbage will be admitted to the Market without prior approval from Market Security.
- 4.13 The Cooperative reserves the right to inspect the contents of all incoming and outgoing vehicles.
- 4.14 No seafood products shall be permitted out of the Market without a valid sales receipt.

## ARTICLE V

### TRAFFIC CONTROL AND PARKING

- 5.1 No person shall obstruct the movement of traffic or stop, stand or park a vehicle except at designated and posted spaces.
- 5.2 A rate of speed exceeding 15 miles (when safe) per hour for automobiles or trucks is prohibited within the Market.
- 5.3 All persons using any traffic lane or street, or parking anywhere in the Market, shall obey and comply with any traffic direction of any Sworn Law enforcement personnel, security officer or other employee of the Cooperative, indicated by gesture or otherwise, and with any traffic control device or by direction of any parking or traffic sign posted by the Cooperative, or the New York City Business Integrity Commission (BIC) along such routes.
- 5.4 Parking in the Market shall be restricted to vehicles having legitimate business in the Market, and shall be limited to designated posted areas.
- 5.5 No unattended vehicles shall be permitted to park in any of the market's roadways.
- 5.6 Parking permits for "Tenant" trucks shall only be issued to tenant owned duly registered State motor vehicles, and or upon lease documents reflecting that a particular vehicle is leased to a member of the Cooperative.

## ARTICLE VI

### DISPLAY AND FRONT PARKING AREAS

- 6.1 Placement of any thing whatsoever, shall not hang over, extend upon or beyond the inner white line, separating the front edge of tenants leased area and the pedestrian travel lane in the central corridor.
- 6.2 Permanent structures, charging stations, ice machines, fences, or any other thing whatsoever with the exception of sales booths shall not be erected in the display areas without the prior approval of the Cooperative.
- 6.3 Only tenant's trucks, forklifts and authorized employee vehicles may be placed in the parking areas in front of the Premises up to twenty-five (25) feet from the appurtenant Premises.
- 6.4 Seafood Product may not be placed, held or stored in the appurtenant parking area in front of the Premises (the area bounded by a white line outside the building adjacent to tenant's exterior wall) except when actively loading or unloading vehicles.
- 6.5 Stacking of pallets, trash or other types of storage containers may not be left out of tenants' demised stalls after market selling hours.



## ARTICLE VII

### CLEANLINESS AND SANITATION

- 7.1 Each tenant is responsible to effect the following with respect to its premises, or the area abutting its premises:
- a) All display, refrigerated and dry storage areas and adjacent areas shall be kept in a clean and sanitary condition and shall at all times be subject to inspection. Each tenant shall provide approved containers for the collection of Garbage, dirt, rubbish and refuse, and shall not obstruct any common areas.
  - b) The area in front of the display extending to the trench drain shall be swept and washed clean by tenant.
  - c) The portions of the parking areas in front of the Premises up to twenty-five (25) feet from the loading areas appurtenant to the Premises shall be swept and washed clean of all rubbish, litter, packing materials, and pallets, two hours after the close of market selling hours each business day.
  - d) Tenants are responsible for cleaning the outdoor area in front of their leased Premises extending up to twenty-five (25) feet in the tenant truck loading/ parking areas.
  - e) The common area hallways and shared stairs shall be kept clear of garbage and any obstructions at all times.
  - f) All garbage and debris shall be deposited into tenant's garbage receptacles and disposed of at tenant's sole expense.
  - g) Garbage may not be left out in the common area hallways.
- 7.2 Each tenant may be required to provide, at its own expense, exterminator service against rodent and insect infestation within the premises used or occupied.

- 7.3 Each tenant shall provide for removal of its garbage, waste and refuse with a private garbage removal company approved by the Cooperative, or if a single garbage removal company is retained by the Cooperative for the benefit of its members, shall contribute to the cost thereof on a basis determined by the Cooperative.

## ARTICLE VIII

### PROHIBITIONS AND RESTRICTIONS

- 8.1 The following are strictly forbidden in the Market:
- a) Taking into, carrying through, or discharging into the Market any garbage, rubbish or waste.
  - b) Removal, Destruction or Damage of any property.
  - c) Solicitation or Begging for any purpose.
  - d) Annoying or Harassing of any person.
  - e) Interference with, encumbrance or obstruction of any part of the Market or the operation thereof.
  - f) Any action or conduct constituting a Breach of Peace.
  - g) Refusal or attempt to avoid any charge, toll, price or fee fixed by the Cooperative.
  - h) Engaging in, instigating or encouraging any fight or disturbance.
  - i) Any act injurious to any person or property.
  - j) Peddling or Hawking.
  - k) Gambling or Drinking Alcoholic beverages in the Market's common areas.
  - l) Having possession of any illegal firearms, weapons, dangerous instruments, explosives, or fireworks, except for firearms carried under permit issued by the Police Commissioner and registered with the Police Department of the City of New York.

- m) Building, igniting or, maintaining an open fire or smudge pot.
- n) Failure to obey any order of any authorized employee of the Cooperative or its Security forces, or violate any notice, prohibition, instruction or direction of the Cooperative.
- o) Smoking within the building.
- p) Product (see definition below) may **not** be stored in the building's Common Areas (see definition below). A sanction of \$500 Per Occurrence (see definition below) will be assessed to tenants that leave Product in the Common Areas, except as otherwise provided in the paragraph below. Product deliveries to tenants in Center Spine (see definition below) will be permitted for a maximum of 30 minutes Per Occurrence. The placement of the inbound delivery cannot extend anywhere into the Pedestrian Walkway (see definition below) nor extend more than one pallet deep in the Center Spine.

- **Definitions:**

- Product - as defined for the purposes of this ruling shall mean any product in containers, on pallets or otherwise, also to include pallets, ice, forklifts, pallet jacks, etc.
- Common Areas – Center Spine and Pedestrian walkway.
- Per occurrence - is defined as when a delivery is first observed and recorded.
- Center Spine - This area extends the entire length of the building, and the width extends between the pedestrian walkways.
- Pedestrian walkway – The five foot wide designated area that extends between the center spine and tenants' demised space.

## ARTICLE IX

### PENALTIES, FORFEITURE AND FINES

- 9.1 Notwithstanding any provision set forth therein, The Cooperative may commence Eviction proceedings against any lease, license or permit holder for violations of any of the Rules and Regulations.

- 9.2 Summonses may be issued to those found in violation of laws, ordinances, rules and regulations of the City of New York.
- 9.3 Any ACCESS card may be revoked or voided for the violation of any of the Rules and Regulations herein contained.
- 9.4 Market summonses may be issued and fines levied to those found in violation of Market rules and regulation herein contained.

ARTICLE X

SAVINGS CLAUSE

In the event that any of the Rules and Regulations here in contained shall be held to be invalid by any Court of competent jurisdiction, the remaining rules and regulations shall nevertheless remain in full force and effect, in all respects.