



POP-UP VENDOR AGREEMENT City of Arlington

The City of Arlington (the “Sponsor” or “City”) is offering a pop-up business location for selected vendors to offer community residents a wider variety of local product and a place for new businesses to introduce product to the market. Pop-up location is the lobby at 404 N. Olympic Avenue, Arlington.

This Vendor Agreement (this “Agreement”) is entered into by you, the vendor, (hereinafter, “you” or “Vendor”) and the City and sets out the terms and conditions governing your participation in the Pop Up Shop (each, an “Event”) at 404 N. Olympic Ave. By participating as a vendor at any Event you acknowledge that you have read and agree to the terms set out below.

1. **Dates/Times Available:**

Allowed Business hours for pop up are from Wednesday through Sunday each week, between the hours of 10 a.m. and 7 p.m. Vendors will be assigned on a weekly schedule, and may rent 1x per month (effective January 1st, 2025). Vendor set-up begins no sooner than 12 p.m. on Tuesday before the Event and all goods, supplies, trash and equipment will be removed from facility no later than 12 pm the Monday after the Event. No tear down will happen prior to the Event ending at 6 p.m., unless approved by the City. The Vendor seeks to lease this space during the designated dates on the application with set up and tear down included.

2. **The Space and Parking:**

The lobby consists of approximately 108 square feet, measuring 12ft x 9ft. and the garage is 25ft. x 26 ft. Vendor products must be displayed inside the space. No vehicles may be parked in front of the space.

3. **Application and Payment:** In order to participate in any Event (even if Vendor has participated in prior Events) Vendor must fill out an application for each Event specifying the details of their requested participation in the Event. Exact dates, prices and instructions are listed on the Application for each Event. Space is limited and the City reserves the right to accept or reject any Vendor in its sole discretion. When and if Vendor’s Application is accepted, Vendor will be notified through email. The City does not guarantee any level of attendance at the Event and there will be no refund to Vendors, under any circumstances, except as expressly provided for herein, even after the Event is over. Vendor agrees that their Space is not secured until payment is received.

4. **Services:** Once accepted, Vendor will be responsible for meeting with a representative of the City for a walk-through, make payment, and key card exchange. Vendor is responsible for bringing fixtures and decoration to define the space. No permanent fixtures can be setup in the space. The space is to be returned in the same condition received.

5. **Assignment:** Vendor may not assign this Agreement to any third party, or delegate any of its obligations without the written consent of the City. Only the accepted Vendors will be allowed to sell or distribute their goods or services, and/or conduct activities at the Event.

6. **Representations and Warranties:** City makes no representation, guarantee, or warranty with respect to any Event. All warranties, express or implied, are hereby disclaimed, including, without limitation, the warranties of marketability and fitness for a particular purpose.
7. **Term:** This Agreement commences upon completing the facility walk-through and accepting the keys to the building and shall continue in effect through Vendor's participation in approved Event(s), unless otherwise terminated in accordance with the terms contained herein.
8. **Cleaning:**
Vendor agrees to clean up the Space after each use, including the removal of booth, trash and debris, and signs. If the City is required to perform any cleaning duties, outside of its normal functions with respect to the Space, the Vendor agrees to pay an additional charge for such cleaning services, and said amount shall be determined by City, based on the work performed. If the Vendor fails to pay the cleaning bill within 10 business days of the delivery of the bill to the Vendor, the City may begin charging late fees and has the right to submit any bills to collection.
9. **Loss of Key Card:**
If Vendor loses the key card, they shall pay \$20 to have the key card reissued. If the bill is not paid within 10 days of issue date, the City may begin the process of collections. Key card will be picked up at City Hall no earlier than 12 p.m. on the Tuesday before the event, and returned no later than 12 p.m. the following Monday. Vendors may also drop key card off in mail slot outside of City Hall.
10. **Liability:** The City shall not be responsible for any loss or damage incurred by Vendor, including, without limitation, damage to Vendor's property, loss of sales, or injury to or death of Vendor (or its agents, employees, and/or personnel). The City maximum liability arising out of or relating to this Agreement shall not exceed, in the aggregate, the amounts paid to it by Vendor, and in no event shall the City be liable for any consequential, incidental, indirect, punitive or special damages regardless of the cause of such damages. Vendor expressly assumes all risks of loss, damage, liability, injury, or destruction resulting from any cause whatsoever, including but not limited to acts or omissions by Vendor, and hereby releases and waives any claims against the City related to such loss, damage, liability, injury, and/or destruction.

Vendor covenants that it shall be fully responsible for any damages resulting from its participation in any Event, and agrees to indemnify, defend, and hold the City (and its officers, employees, agents, vendors, affiliates, and representatives) harmless against any claims arising out of or related to Vendor's participation in any Event, including for claims arising out of Vendor's negligent actions or omissions. In consideration for the rental of the Space by City, Vendor agrees to hold City free and harmless of any claims or demands for damage to property or personal injury arising out of, or connected with, Vendor's use of the Space. If applicable, Vendor agrees to obtain a license to sell food from the State of Washington Department of Agriculture and/or Washington State Health Department. Vendor will provide City with a copy of such license prior to the commencement of the Event on the Property.

11. **Cancellations:** If Vendor needs to cancel, they must notify the City by email to Mandy Kruger at mkruger@arlingtonwa.gov . Any cancellations will not receive a refund. By cancelling, Vendor

forfeits their spot. The City will, however, take into consideration substitute vendors on a case to case basis with no guarantee.

12. Termination:

Termination for Convenience: This Agreement may be terminated by the City at any time, with or without cause, immediately upon notice to the Vendor. Termination for Default: Either party may terminate this Agreement immediately upon notice to the other party in the event of a breach or default by the other party of any term, condition, or covenant of this Agreement.

13. Code of Conduct:

It is our desire to provide all patrons of the Pop-Up with a positive, safe and comfortable experience. We ask that you adhere to the following rules that the Pop-Up has established. The rules are designed to protect the rights and safety of all patrons, staff, the facility, and it's contents and grounds. **1.** Vendors may not engage in illegal activities of any kind on the Pop-Up premises, parking areas, and entry/exit areas. These activities include but are not limited to: physical violence or threats in nature, sexual misconduct, consumption or use of non-prescription drugs, alcohol and tobacco, to include vaping, theft or attempted theft, and damage of building or property inside the building. **2.** Vendors may not engage in disruptive activities of any kind on the Pop-Up premises, parking areas, and entry/exit areas. These activities include but are not limited to: behavior which disturbs the public and patrons, such as shouting, screaming, or engaging in any activity in violation of Federal, State or local laws. Vendors who violate these rules may be asked to leave the premises. *Failure to comply with this clause will may lead to termination of the contract and other legal actions as deemed necessary by the City.*

14. Vendor agrees to read and abide by all directives, regulations, and Event rules provided to them, including those sent via email to the email address provided on Vendor's Application. City reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in the City's sole judgment) is out of keeping with the character of the Event or endangers the venue, any attendee, or other vendors.

Vendor and its agents, employees, personnel, and/or independent contractors who participate in the Event agree to be bound by this Agreement and shall comply with its terms and all Event rules, regulations, and directives as expressed to Vendor by the City in any way at any time.

15. Miscellaneous:

The relationship of Vendor to the City is that of an independent contractor, and nothing in this Agreement will be construed as creating a partnership, joint venture, employment relationship, agency, or other relationship between the parties.

Any delay or failure by the City to exercise any right or power under this Agreement shall not be construed to be a waiver of said right or power or any other right or power under this Agreement.

In general, the purpose of the event is to promote local vendors and to operate the Event as a family-friendly event. Vendor acknowledges and agrees that the City places significant value on its reputation. Accordingly, Vendor agrees to operate the Event in a manner that does not bring any negative publicity to the City or represent it in a manner that is inconsistent with its mission and charitable activities. The City promotes a smoke free and drug free space. Smoking, vaping, and drugs and alcohol is absolutely prohibited on property grounds.

