

APPLICATION

POP UP SHOPS AT
WESTERN  MARKET

YOUR CONTACT INFORMATION

First Name _____ Last Name _____

Address _____

City/State _____ Zip Code _____

Phone _____ Email _____

BUSINESS INFORMATION

Business Name _____

Type of business _____

Please list description of items to be sold (attach photos):

Website/Social Media URL(s) _____

Does your business currently have a brick and mortar location? If yes, please give location.

Have you ever had a retail pop up or other physical location? Please describe.

Desired Date(s): _____

I hereby sign on behalf of myself and my employees that I have read the rules and guidelines and promise to adhere to them.

Signature: _____ Date: _____

**Submission of this application does not guarantee acceptance into the space and/or an agreement.

RULES & GUIDELINES

GENERAL

- 1) **Use.** Retail purposes only.
- 2) **Rent.** Rental amount \$150 for the lease.
- 3) **Length of Agreement.** The agreement will take effect on Tuesday of agreed upon week through that following Sunday.
- 4) **Security Deposit** \$100.
- 5) **Trash.** The User is responsible for moving any trash from the public rights of way connected to User's business. If User does not remove trash, the City of Muskegon may remove the trash and bill the User.
- 6) **Sublease.** The User may not grant permission to use the chalet in whole or part to any other individual or business. All users must be listed on the original agreement unless authorization is given from staff.
- 7) **Repair & Maintenance.** The City shall be responsible for all repairs unless damage is deliberate by user. In this case, the user shall be responsible to pay for any repairs the City shall make.
- 8) **Damage.** Any damage or permanent changes to the structure shall be repaired by the City of Muskegon and the user will be charged any fees incurred by the City of Muskegon.
- 9) **City Inspections.** City allowed to conduct inspections upon reasonable notice.
- 10) **Insurance.** The User shall provide a Commercial General Liability Insurance of not less than \$1,000,000 naming the City of Muskegon as the certificate holder. The following language must be listed on the insurance, "ADDITIONAL Insured: City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." The insurance policy must be in place and on file in the City Clerk's Office before user may commence business. The insurance policy must be active throughout the entire season.
- 11) **Operating Covenant.**
 - A. The User shall not abandon or leave vacant the chalet and shall not allow anyone other than User, its employees, or agents to occupy it. User shall not conduct an auction, going-out-of-business, bankruptcy sales, or similar practice.
 - B. User may not display merchandise outside of the chalet or obstruct the public rights of way without prior written consent from the City of Muskegon.
 - C. User must keep their chalet and surrounding area clean, neat, and safe.

- D. User will refrain from using the chalet in any way that is disruptive, a nuisance, annoyance, or an inconvenience.
- E. User must keep the chalet continuously and uninterruptedly open for business and adequately staffed on Saturday 9 am - 3 pm. If this is not kept, you may not be allowed to return.
- F. User will maintain a stock of merchandise during the duration of lease.
- G. User will comply with all laws, ordinances, orders, rules, regulations, and requirements of federal, state, county, and city government regulating the use and occupancy of the chalet.
- H. User will not install any signs on the chalet or display any additional signs on the sidewalk or porch. No outside displays shall be attached to the building, cover the building, or cover the windows. If outdoor displays are used, they must be tastefully decorated. They cannot be on the sidewalk. It is the user's responsibility to inform their employees of the rules. Items must be removed immediately when told and a \$50 fine will be issued after the second warning. If racks are used, they are limited to one rack for their outdoor display. Three or more violations of this section may result in not being allowed to participate as a vendor in future seasons. Special instructions for set-up of Rebel Road will be issued if this event occurs during the duration of your lease.
- I. No changes should be made to the inside structure or the outside of the chalet without permission of the City of Muskegon.
- J. User shall provide a copy of their sales tax license and any other licenses required by City, State, or Federal government.
- K. Electricity is limited. User may plug in a lamp, air conditioner/heater, cell phone, or music. Please let us know ahead of time if you will be using other items such as a cooler, refrigerator, appliance, etc.
- L. Air conditioners are not to be left operating when chalet is not open. If vendor's products require the air conditioner to be operating when chalet is not open, please let staff know ahead of time.
- M. User must participate in marketing chalet including social media, events, and participating in activities at Western Market.
- N. User is responsible for their own internet connection to accept payments. The city is not responsible for any missed sales that may happen from the lack of internet.
- O. Users shall keep the outside and inside of their chalet clean at all times. Users shall pick-up any trash outside of their chalet and dispose in a proper manner.
- P. User may not use any devices including chalk, paint, markers, etc. to write or draw any messages or pictures on the sidewalks, terrace, windows, chalet, or any location at Western Market.

Q. Vendors must submit their gross revenue totals at the end of the lease so we may know the financial impact the chalets have made.

R. No items may be offered for free at Western Market if another vendor is selling the same product. Any exceptions must seek approval from staff.

12) **Default.** User agrees should user (or user's employees) breach any provisions in the agreement, the City of Muskegon may at any time declare the User in default and terminate the agreement immediately.

13) **Indemnification.** User shall indemnify City, its officials, etc. against any and all acts arising out of users use of the chalet, and all claims, liability, liens, etc.

14) **Reimbursement.** User agrees that it shall reimburse City of Muskegon for any and all costs and expenses, including reasonable attorneys' fees that City of Muskegon incurs in connection with the enforcement of its rights under this Agreement.

15) **Remedies.** Failure to pay rent; failure to perform any covenant will give the City the right to terminate the Agreement.

16) **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

17) **Entire Agreement.** This Agreement shall constitute the entire agreement and supersede any other written or oral agreements between the parties.

18) **Severability.** Should any one or more of the provisions of this Agreement be determined to be unlawful, invalid, or unenforceable, the remaining provisions of this Agreement shall not be impaired.

19) **Downtown.** Businesses currently operating in Downtown Muskegon are not allowed.

FOOD VENDORS

If you are planning to offer samples, please be sure to provide a copy of your food license with your application. Subject to health department approval.

SETUP/TEAR DOWN

1) All Vendors must provide their own tables, chairs, displays and stands for their merchandise in the chalet.

2) Vendors may have access to the space beginning 11 AM Tuesday. Keys can be picked up Tuesday at the City of Muskegon Clerk's office and must be returned by the following Monday at 5 PM. Chalet must be cleared out and cleaned before key is returned.

3) Vendor must be open a minimum of Saturday from 9 AM - 3 PM. Vendor may be open more than the minimum required time.

QUESTIONS?

Please contact Ann Meisch (231) 724-6721 or ann.meisch@shorelinecity.com