



SKIDMORE SATURDAY & SUNDAY MARKET
 120 S.W. Ankeny Street, Suite 200A
 Portland, Oregon 97204
 Ph (503) 294-6454 Fax (503) 222-5351
www.skidmoremarket.com
info@skidmoremarket.com

**License Application For Retail/Food Booth at the
 SKIDMORE SATURDAY & SUNDAY MARKET.**

\$20.00 processing fee should be included with this application for new vendors only.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMERGENCY PHONE: _____

BUSINESS NAME: _____

FEDERAL ID: _____ SS#: _____

Driver License # _____

Today's Date: _____ Starting Date: _____

Total Deposit Paid: _____ Monthly or Seasonal License Fee: _____

New Vendor: _____ Existing Vendor Since: _____

RETAIL BOOTH RENT SCHEDULE IS AS FOLLOW:
(10)MONTH

			<u>MONTHLY</u>		<u>SEASONAL</u>
month	REGULAR BOOTH	<input type="checkbox"/>	\$325.00	<input type="checkbox"/>	\$285.00 per
month	CORNER BOOTH	<input type="checkbox"/>	\$375.00	<input type="checkbox"/>	\$325.00 per
month	MAIN ISLE BOOTH	<input type="checkbox"/>	\$400.00	<input type="checkbox"/>	\$360.00 per

Food Vendors Rent, please check with management.

SEASON (10) MONTHS VENDOR: Vendor acknowledge that rent was discounted for him/her based

on the fact that they will pay rent for (10) month, if this license agreement was terminated by either party before the end of the season then vendor agrees to pay back all the unpaid discounted rent for the prior month, in addition a \$150.00 as a liquidation damage fee.

Initial: _____

COMPLETE LIST OF ITEMS TO BE SOLD IN RETAIL PLAZA: (please attach a copy of your list of items)

1st main item: _____

2nd main item: _____

1st supporting item: _____

2nd supporting item: _____

Management has the right to withdraw approval of any product that conflicts with another vendor product. *Product list will be conditionally approved.* Licensee agrees that this is a weekend license only, and that this license takes effect only when the license fee is paid in full. Licensee agrees to all Market rules and regulations, and agrees that by signing this page application that a copy of all (4) pages of Market rules and regulations was supplied for your record. Initial: _____

BUSINESS REFERENCES: 1.) _____ Phone: _____

2.) _____ phone: _____

Applicant's Signature

Skidmore Saturday & Sunday Market

Pg1-Vendors Rules & Regulations

VENDOR LICENSE AGREEMENT

Between: **Skidmore Saturday & Sunday Market ("Market") AND _____ ("vendor")**
120 SW Ankeny Street, Portland, OR 97204
Telephone: (503) 294-6454 _____

Market hereby grants Vendor the privilege to operate a retail booth at the Skidmore Saturday & Sunday Market, located at 120 SW Ankeny Street, Portland, Oregon, subject to the terms and conditions stated below:

1. **TERM.** The term of this Vendor License Agreement shall commence March 3, 2007 and continue thereafter on a monthly 2basis, through December 24, 2007or until terminated as hereinafter provided. Vendor shall have no right of automatic renewal of the License and Vendor must apply for a new license for each calendar year.
2. **LICENSE FEE PAYMENT AND LATE FEE.** The Monthly License Fee shall be \$_____, and said License fees for each calendar month are due in advance on the First of that month. A late fee equal to 10% of the Monthly License Fee will be imposed if payment of the Monthly License Fee is not received by the Fifth of the month. A service charge of \$25.00 will be charged on any checks returned by the bank for non-sufficient funds. Rent can be mailed to the above address, or brought to the office the first weekend it is due. Market shall have the right to increase the Monthly License Fee payment upon thirty- (30) days written notice to Vendor. Any pro-rated Monthly License Fees will be calculated on the basis of four (4) weekends per month. If the last day of a month is a Saturday, that day will be considered to be part of the following calendar month. The Monthly License Fee for the month of December shall be the same plus an additional \$120.00 per booth space. **SECURITY DEPOSIT.** Vendor shall pay the

Market a sum equal to the Monthly License Fee for one (1) month to secure Vendor's compliance with all of the terms of this Vendor License Agreement.

3. MARKET OPERATION HOURS. Vendor shall maintain continuous operation of its booth between the hours of 10:00 a.m. and 5:30 p.m. on Saturday and between the hours of 11:00 a.m. and 5:00 p.m. on Sunday, subject to change by Market with reasonable prior notice. Vendor must arrive at the Market for set-up no later than 9:00 a.m. A Vendor who arrives after 9:00 am on Saturday and 10:00 am on Sunday shall forfeit the right to their assigned space for that day.
4. MERCHANDISE. Vendor shall sell only those items that have been approved in advance by Market. Any new merchandise may not be displayed without the prior written consent of Market. Market reserves the right to immediately terminate this Vendor License Agreement if Vendor is found to have violated this provision
5. COMPLIANCE WITH ALL RULES & REGULATIONS. Vendor agrees to comply with all applicable Federal, State and local laws and regulations. The City of Portland requires a business license if you make \$15,000 or more a year. Vendor agrees to comply with all rules and regulations of the American Insurance Association, the Oregon Insurance Rating Bureau as they apply to Market premises. Vendor agrees to comply at its sole cost with all rules and regulations established by Market. Please see attached "Skidmore Saturday & Sunday Market, Vendor Rules & Regulations." Vendor compliance at all times with the following rules and regulations is a condition of the Vendor License Agreement. If a Vendor receives three (3) infractions during the same calendar year that Vendor's License will be immediately suspended and subject to termination by the Market in the Market's sole and absolute discretion. Any requests for reinstatement are subject to approval of the Market, in the Market's sole and absolute discretion.
6. DEFAULT. The following shall be events of default: (a) Failure of Vendor to pay the License fee as specified in paragraph 2 within five (5) days after it is due; (b) Failure of Vendor to comply with Vendor Rules & Regulations, or any other term or condition of this agreement shall constitute default; or, (c) Any disruptive, violent or abusive behavior the Market premises by Vendor, or Vendor's agents and employees.
7. TERMINATION. Either party upon thirty (30) days prior written notice may terminate this Vendor License Agreement without cause. This Vendor License Agreement may be terminated by Market by written notice to Vendor if Vendor is in default under the terms of this agreement. Upon termination, Vendor shall immediately remove any and all personal property from Market premises. If Vendor is in default under paragraph 7 (c), this Vendor License Agreement may be terminated immediately without prior notice at the sole and absolute discretion of Market
8. MODIFICATION. This Vendor License Agreement may not be modified without the written consent of both parties, except Market may increase the monthly License fee upon thirty (30) days prior written notice to Vendor.
9. EQUIPMENT. Vendor shall provide and install all equipment required for the operation of Vendor's retail booth, including the booth. Vendor shall comply with all rules and regulations established by Market regarding Vendor equipment. All retail booths must be pre-approved by Market prior to use on Market premises.
10. SPACE ASSIGNMENT. Market will assign Vendor the specific space for Vendor's booth based on Market's sole and absolute discretion. Market reserves the right to change space assignments upon reasonable notice to Vendor. Vendor may request a space reassignment by notifying Market in writing, but all requests are subject to Market's approval in Market's sole and absolute discretion.
11. NON-ASSIGNMENT. Vendor may not assign this Vendor License Agreement, nor otherwise sublet the assigned space or any part thereof, without the prior written consent of Market. Market reserves the right to immediately terminate this Vendor License Agreement if Vendor is found to have violated this section.
12. LIABILITY. Market has no liability to Vendor for any injury, loss or damage caused by third parties, or by any condition of the Market area. Market shall have no obligation to insure Vendor's property and Vendor assumes all risk of loss or damage to it. Vendor shall be liable to Market for any damage to the Market area resulting from Vendor use, except normal wear and tear.

13. INDEMNIFICATION. Vendor shall hold harmless and indemnify Market from any and all claims of any third parties arising from Vendor's use of the Market area.
14. LIABILITY INSURANCE. Vendor shall obtain liability insurance of no less than \$1,000,000 combined single limit coverage, which names Metro Management, Inc.dba Skidmore Saturday & Sunday market as an additional insured and provide Market with a certificate thereof.

Vendors: _____
Rules & Regulations

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16. MARKET NAME. The parties agree that Market has sole right to and ownership of the name of the Market, and any and all trademarks, service marks or other intellectual property rights. Market reserves the right to change the name of the Market in its sole and absolute discretion. Market shall provide thirty (30) days notice to Vendor prior to the effective date of a change in the name of the Market.
17. NOTICES. Any notices required or permitted under this Vendor License Agreement shall be in writing, and shall be deemed given when actually delivered or the day following mailing if the notice is delivered by First Class Mail, postage prepaid, to the address listed above or any subsequent mailing address supplied in writing.
18. COLLECTION. The parties to this Vendor License Agreement agree to pay all costs, collection expenses and attorney fees incurred in connection with any action arising from this Vendor License Agreement.
19. WAIVER. Waiver by either party of strict performance of any provision of this Vendor License Agreement shall not be a waiver of the party's right to require strict performance of the same provision in the future or of any other provision.
20. NO PARTNERSHIP. This Vendor License Agreement shall not be deemed to create a partnership or joint venture between Market and Vendor. Market shall have no obligation with respect to Tenant's debts or other liabilities and Market shall have no interest in Tenant's profits.
21. COMPLETE AGREEMENT. This Vendor License Agreement and any attached applications, Vendor rules & Regulations and guaranties constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. No party to this Vendor License Agreement is relying on representations other than those expressly set forth herein.

SKIDMORE SATURDAY & SUNDAY MARKET
VENDOR RULES AND REGULATIONS

Vendor compliance at all times with the following rules and regulations is a condition of the Vendor License Agreement. If a Vendor receives three (3) infractions total during the time vending at the Market that Vendor's License shall be immediately suspended and subject to termination by the Market in the Market's sole and absolute discretion. To be considered for reinstatement, the Vendor must file a written commitment letter stating that the Vendor understands the Vendor Rules & Regulations and agrees to unconditionally comply with those rules and regulations. Any requests for reinstatement are subject to approval of the Market, in the Market's sole and absolute discretion.

A. SPACE REGULATIONS

1. Vendor shall maintain the booth space in a sanitary and orderly condition.
2. Vendor shall not sell or permit to be kept or used upon or about the booth space any gasoline, distillate or other petroleum products or any other substance or material of an explosive, flammable or radiological nature as may be prohibited by any such insurance policy, or which may endanger any part of the Market premises or its customers.
3. Vendor shall keep the booth space suitably lighted during such hours as Market may reasonably require.

4. Vendor shall refrain from burning any incense, trash, or waste materials of any kind, or otherwise creating noxious odors in or about the Market premises.
5. Vendor shall refrain from keeping, displaying or selling any merchandise or any object on any portion of any atrium, sidewalks, walkway or other portion of the common area except as specifically approved in writing by the Market.
6. Vendor shall immediately remove any sign, advertisement, decoration, lettering or notice placed on the booth space which the Market deems objectionable or offensive and if Vendor fails or refuses to do so, the Market may remove the same at Vendor's expense.
7. No coin or token operated vending machines, or similar devices for the sale of any goods, the Market will permit wares, merchandise, food, beverage or services on the Market premises, without the specific approval in writing .
8. Vendor shall not permit any sale by auction to be conducted on or about the Market premises without the prior written consent of the Market, including bankruptcy or "going out of business" sales.
9. Stock and Display: Vendor shall maintain a complete inventory of merchandise every business day. Any racks shelves or boxes must remain within Vendor's space. The perimeter may not be used for excess storage.
10. Cords: Electric cords, or other cords, need to be firmly secured to the ground. Each booth is limited to 300w, for lighting use only, not for heating or cooling.
11. Heaters: Propane space heaters are allowed during cold seasons. The unit must be safe and "Fire Code" approved.
12. Animals: Vendors may not bring any animal into Vendor's booth or onto Market premises.
13. Stereos/Radios: Stereos, radios, "boom-boxes" or any other sound reproduction equipment is not allowed.
14. Garbage: Vendor shall store all trash and garbage in a designated area so located as not to be visible to the Market patrons. Vendor shall avoid any health or fire hazard and arrange for their prompt and regular removal during hours to be specified by the Market. The garbage area is located on the Plaza of the New Market Bldg. Vendor shall clean their booth at the end of the business day, and deposit all garbage and refuse in the Dumpster in the garbage area.

B. BOOTH REGULATIONS

1. Booths: All retail booths must be 8'x8' with a white top. All booths must be pre-approved and a photo supplied to keep on record. All food booths must be 8'x8' with a white fire resistant top. Vendor shall provide the canopy for the booth. All vendors must have side tarps between neighbors. Booths are allowed to remain standing at the end of the evening on Saturday. However, the Market shall not responsible for any damage or stolen merchandise left overnight. Booths must be removed Sunday evening at closing.
2. Awning: 2' Wide. Vendor may only use an awning for protection from the weather. Any other use of the awning that is not consistent with weather protection shall constitute a violation of the Vendor License Agreement and subject Vendor to an infraction. Vendors issued an awning infraction will not be permitted to further use of an awning. No merchandise is to be displayed on the awning. Non awning allowed on Ankeny St side.
3. Signs: All sign designs are subject to prior approval by the Market Signs cannot exceed the height of the top of the booth, or exceed 10 feet from the ground. Signs must remain completely inside Vendor's space. Suggestions: carved or hand-painted wood signs, painted Plexiglas, soft sculpture or calligraphy.

C. SET-UP RULES

1. Market may designate particular entrances for deliveries of equipment or other property. Vendor shall not use any other entrances or elevators for such purposes. All persons employed and methods used to move property must be approved by the Market prior to any movement. Market shall have the right to prescribe the maximum weight, size and position of all equipment or other heavy property brought into the Market. Heavy objects shall stand on a platform of such thickness as Market may deem necessary to distribute the weight properly.

Vendor: _____

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Regulations

2. Loading and Unloading: The loading area is located on Ankeny Street from 2nd Avenue to Front Street, and also on 2nd Avenue between Ash Street and Burnside Street.
3. Time Limit: Vendor vehicles may be parked in loading area for a maximum of 20 minutes while loading and unloading. Vendors should unload vehicles as quickly as possible and then move their vehicle. Vehicles left parked in the loading area longer than 20 minutes will be towed. These rules also apply to vehicle loading at

the end of the day. Vehicles may not be parked in the loading and unloading area before 5:30 p.m. on Saturday and 5:00 p.m. on Sunday.

4. Handcarts: Vendor will provide any handcart or other equipment necessary to load or unload Vendor's booth or merchandise. All Market handcarts are for the exclusive use of Market employees and designated individuals.

D. RULES FOR VENDOR CONDUCT

1. Vendor shall refrain from committing or permitting any waste or unlawful, improper or offensive use of the Premise, or any nuisance or act or thing which may disturb the quiet enjoyment of any other Tenant, concessionaire, Vendor or occupant of the Market or their customers.
2. Vendor shall not use any advertising or promotional medium which can be heard or experienced outside their cart within the Market including flashing lights, search lights, loud speakers, phonographs, radios, and/or televisions.
3. Vendors shall not solicit customers from other Market vendors.
4. Alcohol: Vendors shall not be permitted to bring alcohol into the Vendor's booth or onto Market premises, except in specific areas designated by the Market. All illegal drugs and/or controlled substances are prohibited on Market premises.
5. Hours: Vendor shall be completely set-up and ready for business by 9:00 on Saturdays, and 10:00 on Sundays. Vendors arriving late forfeit the right to vend at the Market for that day. Vendor shall ensure that Vendor's booth is attended at all times from 10:00 a.m. to 5:30 p.m. on Saturdays and from 11:00 a.m. to 5:00 p.m. on Sundays.
6. Closing: Except for normal closing time on Sundays, Vendor shall notify the Market by telephone at least one day in advance of closing for the weekend if Vendor is open on a Saturday and desires to close the next day. All tents have to be removed if a vendor wish to close for Sundays, if tents were not removed a walk-in vendor may use the tent for the day, or the Management will remove the tent for a charge of \$20.00 to the vendor for tearing down the tent.

E. MISCELLANEOUS

1. Waiting List: In the interests of fairness, it is the policy of the Market to utilize a waiting list for Vendors interested in more space or a different location. Vendors must make a written request to the Market to be placed on the waiting list.
2. Vendor License Renewal: Vendor Licenses are not automatically renewed for subsequent years. Vendors must reapply each year to the Market. Returning vendors shall receive a priority over new applicants if the vendor submits the application for the next season by January 15th of that year..
3. For all your canopy needs: call craft canopy at(800)457-5644. Canopy Masters at(877)7-CANOPY.
4. Food Vendors: are required to lay down rubber mat under their cooking equipment to prevent the grease from reaching the bare ground. At closing all food and retail vendors are responsible to clean up their spaces.
5. Food Vendors: have to provide the Market with a propane permit obtained from the fire department. it is the responsibility of the food vendor to check with the fire department on all permit required for an outdoor booth location.
6. Food vendors: have to provide the Market with a copy of the health permit obtained from Multnomah County at (503) 988-5257.

I HAVE COMPLETELY READ THESE VENDOR RULES & REGULATIONS AND HEREBY AGREE TO COMPLY WITH ALL REQUIREMENTS STATED IN THIS DOCUMENT.

VENDOR: _____
Vendor Rules & Regulations