



5101 YACHT CLUB RD
RUSTON, WA 98407

This Agreement is entered into between AURC III, LLC (“The Market”), and the person or entity identified below (“Vendor”).

Individual Name (person signing this Contract): _____

Business Name (if applicable): _____

Business/Mailing Address: _____

Phone: _____ Email: _____

Emergency Contact Information: Name: _____ Phone: _____

1. **Space/Setup.** Vendor shall have an assigned space when they schedule and pay through the website.
 - a. This is assigned and approved by management and can be changed weekly depending on the weekly event schedule. Vendor cannot take it upon themselves to move spaces, once they are assigned a space. A Space is approximately 10X10 per vendor.
 - b. Vendor supplies own setup items needed for their business including but not limited to, canopy with weights (outdoor only), table, chair, signs and other display items.
 - c. Pricing must be clearly marked on all items for sale.
 - d. Signage clearly showing business name and description of products.
 - e. Vendor must coordinate dates through the management-Halie- Halie.f98407@gmail.com

2. **Food Vendors including Food Trucks**
 - a. Food vendors must have TPCHD permits. Including food/drink samples
 - b. All food trucks must have commissary kitchen for cleaning & discharge of their gray water
 - c. All food vendors shall have spill plan & kit on site for immediate use & **shall protect pavement under their cooking area. If this area is not protected, then you will not be able to set up until it is protected.**
 - d. Handwashing station-when using our janitor sink, this is to fill up and empty your water from your handwashing station only. **Do Not put any food down this sink.**

3. **Rent.** Vendor agrees to pay **\$65 per Day**. Payment is made AFTER your date is approved. All payments must be completed by 3pm the Thursday before the scheduled weekend or you will not be allowed to attend.

4. **Payment.** All payments are made through square payment services on our website. All payments are non-refundable and non-transferable. All payments are for the date that you enter only. We do not accept any other forms of payment; all payments are made through Square only. You must complete this waiver before becoming a vendor. The required payments and accompanying documents, i.e. Business License with City of Ruston endorsement, Health Permit if applicable, Insurance Certificates, must be submitted **BEFORE Vendor can set up in the market.**
ALL PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERABLE.

5. **Assignment and Subcontracting.** This Contract shall not be assigned or sublet.

6. **Attendance and Absence Policy.**
 - a. Arrival time 9:00am, do not arrive prior, do not ask to be let into the building by another tenant, this is for safety and security reasons. Be ready and set up to sell by 10:00 am Friday, Saturday and Sunday. Vendors with vehicles can unload in the load/unload zone for 15 min time limit only.
 - b. Closing. Vendors are to stay until Market closing time at 6:00pm.

7. **Insurance.** Vendor shall obtain the below types of insurance, as applicable to Vendor, and shall supply The Market with a Certificate of Insurance (or other form as deemed acceptable by The Market) prior to Vendor's participation in the Market. Certificates of Insurance shall name AURC III, LLC and Neil Walter Company, LLC as additional insured.
- a. Public liability insurance: in the minimum amounts of \$1,000,000.00 per occurrence for property damage, against claims arising out of or in connection with the concessions/exhibits/rentals which are the subject of the Contract.
 - b. Workers Compensation Insurance: in the amount required by law.
8. **Market Participation Terms and Conditions.** Vendor acknowledges that the following terms are material components of this Contract and Vendor's ability to participate in the Market. Noncompliance with these terms will be considered a breach of Contract by The Market.
- a. Vendor must have prior approval for date they wish to attend.
 - b. Vendor must make payment on square platform after approval.
 - c. Vendor must have approval and payment completed Thursday by 3pm the weekend prior.
 - d. Vendor must follow The Market Rules and Guidelines and the Point Ruston CC&R's.
 - e. Vendor must follow all laws and guidelines to obtain all necessary permits, as applicable.
 - f. Vendor shall not use inadequate extension cords, no space heaters, fans, or any other potential fire hazardous equipment which can also overload the circuits.
 - g. All food vendors must have another form of power such as a jackery, this is so they don't overload the Market circuits and cause outages.
 - h. Market is not responsible for theft, vandalism, or any other damage to any type of personal property.
9. **Controlling Law and Compliance Therewith.** This Contract and Vendor's obligations hereunder are hereby made and must be performed in compliance with the laws of the State of Washington, The City of Ruston, and all other applicable federal laws, county and municipal, ordinances, and regulations. Vendor shall obtain all licenses or permits required under Federal, State, county, or local laws, ordinances, or regulations necessary to fulfill this agreement and shall supply The Market with proof of compliance upon The Market's request. This Contract shall be governed by Washington law. Vendor is responsible for knowing and complying with all laws applicable to Vendor, including those related to public health.
10. **Entire Contract and Severability.** This Contract, including any addendums or amendments signed by both parties and attached hereto, constitutes the entire agreement between the parties. Any modifications must be in writing and must be signed by all parties. If any provision of this Contract should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired, and the Contract shall be interpreted to the extent possible to give effect to the parties' intent.
11. **Force Majeure.** Should a Market Day or portion of the Market Season be prevented, rendered impossible or infeasible by any act, regulation, or executive order, of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause, it is understood and agreed that there shall be no claim for damages by either party to the Contract, and that the parties' obligations under this agreement are deemed waived. If there is a cancellation pursuant to this paragraph, The Market will notify the Vendor as soon as possible.
12. **Release and Indemnity.** Vendor, for it and its employees, agents, and representatives, and their heirs, successors, assigns, executors and administrators, agrees to fully and forever release and discharge the Market its officers, employees and agents, and their heirs, successors, assigns, executors and administrators, from any and all claims, demands, rights of action or causes of action, present or future, whether the same be known, unknown or anticipated, resulting from or arising in connection with the operation of the concessions which are the subject of this agreement. Vendor further agrees to assume all risk of loss and to indemnify and hold the Market and its officers, employees and agents, harmless from and against any and all liabilities, demands,

claims, suits, losses, damages, causes of action, fines or judgments, including cost, attorneys and witness fees, and expenses incident thereto, for injuries to persons, including death and mental anguish, and for loss of, damage to, or destruction of property, including property of the Market, or any other injury, including infringement of a patent, copyright, trademark, service mark or trade secret, resulting from or arising out of any negligent or intentional act or omission of Vendor or of any employee, agent or representative of Vendor.

13. **Standard Certifications.** Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement of this contract. By executing this contract, Vendor certifies compliance with this subsection to the extent applicable under the law and is under a continuing obligation to remain in compliance and report any non-compliance to the extent applicable under the law. If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- a. As part of each certification, Vendor acknowledges and agrees that should Vendor provide false information or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply: the Market may void the contract and Vendor may be subject to one or more of the following: temporary closure, eviction without notice, civil fine, or criminal penalty. Identifying a lack of compliance in relation to any of the specific certifications does not waive Vendor's responsibility to comply and does not preclude Market's right to sanction Vendor for prior offences.
- b. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

14. **Termination/Breach.** Any breach of this contract by Vendor, including but not limited to the failure of Vendor to perform as totally and satisfactorily specified herein, failure to pay rent on time, repeated failure to open or repeated tardy openings or default of contractual duty may result in termination of Contract.

- a. Vendor may terminate this Contract upon 30 days written notice to The Market.

Vendor and The Market sign and execute this Contract on the date set forth below. If Vendor is a legal entity, Vendor acknowledges that the individual signing below is authorized to enter into this Contract on Vendor's behalf and that such signature constitutes acceptance of the Contract.

VENDOR

**NEIL WALTER COMPANY, LLC
As agent for Owner, AURC III, LLC**

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Date _____

Date _____