

POP! Shop Kenmore 2023 Rules and Regulations

Mission Statement:

To promote tourism, build community, support downtown and small businesses.

The POP! Shop Kenmore is overseen by the ARPA Team and is supported by the City of Kenmore.

Location: Downtown Kenmore

Address: City-Owned Hangar Building located at 6728 NE 181st St. (co-located with Diva Espresso)

Dates/Hours: Saturday, Dec. 2, 2023, 12:00 pm to 4:00 pm
Friday, Dec. 8, 3:00 pm to 7:00 pm
Saturday, Dec. 9, 2023, 12:00 pm to 4:00 pm
Friday, Dec. 15, 2023, 3:00 pm to 7:00 pm
Saturday, Dec. 16, 2023, 12:00 pm to 4:00 pm
Friday, Dec. 22, 2023, 3:00 pm to 7:00 pm
Saturday, Dec. 23, 2023, 12:00 pm to 4:00 pm

I. PRODUCT POLICIES AND GUIDELINES

A. Products/Crafts

All products must be handmade by the Vendor in the State of Washington, handmade out of state/country but curated through a local connection, or curated products that fill a community need/interest. Product and craft items must be approved by the POP! Shop Kenmore Team before being accepted.

The following items are prohibited:

- Wholesale items
- Alcohol and cannabis products
- Obscene or indecent materials/products
- Open flames
- Pouring of candle wax
- Fireworks
- Glitter, glue, confetti

B. Prepared Foods (including food trucks)

For ready to eat or prepared foods, Vendors and their menus must be approved by the POP! Shop Kenmore Manager. Prior to selling at the Market, all prepared food vendors must show appropriate Washington State Department of Health Certification to the Market Manager. Vendors must meet State and King County requirements. Permits must be displayed in public view during Market hours. All prepared food processor trailers must also comply with applicable Health Department Regulations.

C. Non-Profits

Non-Profits must provide proof of non-profit status. One non-profit may be allowed for each POP! Shop Kenmore day/shift, depending upon space availability. Non-profits are limited to one table space and are not allowed to give away or sell items that may conflict with other participating vendor sales. Any products a non-profit desires to give away must be pre-approved by the Market Manager.

II. VENDOR SELECTION

Vendors are selected annually by the POP! Shop Manager and Team. Vendors with Kenmore registered addresses will be given priority over other vendors. Selection of vendors will be based on quality and compatibility with the existing market mix, as well as with vendor performance. Should pop-up shops continue to be scheduled, no vendor has the right to automatically return from season to season. The Market generally does not offer exclusive rights to vendors to sell any one product. All selected vendors must complete and sign a vendor application prior to being scheduled to sell at the market. Selected vendors also must provide proof of business insurance and appropriate permits prior to the Vendor participating in the market.

POP! Shop Kenmore does not allow the following vendors to sell at the Market. In all cases, these items are restricted from being sold at POP! Shop Kenmore because the products are either not produced, processed, or created, or curated in Washington State by the vendor; or funding, marketing, or other assistance given to vendors comes from a source separate from the vendor.

- No Commercial or Wholesale
- No second-hand items
- No franchises
- No non-owner operated businesses. Only those businesses that are operated and controlled by their Washington State-based, or border states-based owners are permitted at POP! Shop Kenmore.

III. FEES, SALES REPORTING, and PAYMENT

A. Fees

There are no fees to participate at December 2023 POP! Shop Kenmore events, although all vendors must have the appropriate Washington State Business License and Kenmore Registration.

Booth Fees:

There are no booth fees to participate at December 2023 POP! Shop Kenmore events, but one small item per vendor per event will be collected for giveaway drawings during the event. The purpose of these giveaway drawings is promotion of the event. Selection of this item is at the discretion of the vendor.

B. Reporting Sales

Vendors agree to report gross (before sales tax) daily sales to the POP! Shop Kenmore Manager at the end of each market day. Vendor sale information is collected to accurately show the value of POP! Shop Kenmore for the community and vendors, and to assess cost vs. benefit. We appreciate vendor cooperation in promptly reporting daily sales at the end of each POP! Shop Kenmore day to staff.

C. Reporting Sales Tax

Vendors agree to collect and report retail sales tax according to Department of Revenue requirements. Visit the [Washington State Department of Revenue website](#) for details.

D. Cancellations

Vendors are expected to show up for the date(s) scheduled. In the event of unforeseen circumstances, vendors who cannot attend on a Market Day must submit written notice to the Market Manager by noon on the Tuesday prior to the Market. However, vendors should not participate in POP! Shop Kenmore if running a fever or otherwise sick. POP! Shop Kenmore will maintain a “Short-Notice Vendor Waitlist” to fill slots if it becomes necessary.

Non-appearances without prior notice will result in the loss of assigned space privileges for the remainder of the season's market events.

E. Force Majeure

Any delay or change of POP! Shop Kenmore dates shall be excused. If POP! Shop Kenmore event is prevented, delayed, or otherwise hindered by any act not within the control of the City such as fire, excessive snow/ice, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government, as much advance notice as practicable shall be provided by the City to the Vendors.

IV. LICENSE, PERMITS, TAXES, AND INSURANCE REQUIREMENTS

A. Unified Business Identifier (UBI) Number

The Washington State Department of Revenue requires the City to verify vendors are registered to do business in the State of Washington. Unless a vendor is exempt by law, the vendor must supply POP! Shop Kenmore with a state UBI number.

B. Permits and Taxes

Vendors are responsible for obtaining all necessary permits, inspections (food, agricultural & nursery plants), and paying their own taxes.

C. Insurance Requirements

All vendors are required to provide proof of Commercial General Liability and Product Liability Insurance with limits no less than \$1,000,000. **POP! Shop Kenmore is not responsible for any loss or damage incurred or caused by Vendor.**

A copy of the Certificate of Insurance, and endorsement naming the City of Kenmore as a noncontributing additional insured, shall be provided to the City by November 30, 2023. The Market reserves the right to request certified copies of any required insurance policies. Vendor's insurance shall be primary insurance with respect to POP! Shop Kenmore and the City and any payment of deductible or self-insured retention shall be the sole responsibility of Vendor.

Vendor shall provide the City of Kenmore with written notice of any policy cancellation or alterations, within two business days of their receipt of such notice.

Failure on the part of Vendor to maintain the insurance as required shall constitute a material breach of the Application Agreement, upon which the City may immediately terminate this Application Agreement in part or its entirety.

D. City Marks. Vendors accepted to participate in the Market are encouraged to post details of the event on their website and/or social media using City-generated event graphics. Outside of this specific use, vendors will not use any trade name, trademark, service mark, or logo of the City of Kenmore (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

V. SET-UP and TAKE-DOWN

Prior to setting up, all vendors must check in with the POP! Shop Kenmore Manager, or designated representative. Vendors may set up beginning one hour to one-and-one-half hours prior to Event start.

Vendors should unload promptly, and then move their vehicle to an approved, free designated parking area

before setting up their stall. At designated end time (7:00 pm on Fridays and 4:00 pm on Saturdays), vendors will cease selling and promptly take down their table space. **Vendors must not leave their table area to retrieve their vehicle until their stall is completely taken down, after the event closes.**

Vendors may not tear down their table early and must stay in their table space until the end of the POP! Shop Kenmore event. If needed, the POP! Shop Manager or assigned volunteer may relieve Vendor for a break during market hours. If Vendor sells out early, Vendor should post a “sold out” sign and notify the Market Manager.

A. Stall Space/Location

Each vendor will be assigned a 6' x 29" table space by the POP! Shop Kenmore Manager, unless otherwise arranged in advance. Four larger city tables are available upon request, first-requested, first-served, for each event.

Vendors will utilize City-provided tables and chairs unless otherwise arranged in advance. The vendor sales area must not extend beyond the allotted boundaries of the table space unless preapproved by the POP! Shop Kenmore Manager. Display and selling techniques must not impair other vendors' ability to sell, impede customer navigation, nor create a hazardous situation for customers.

B. Punctuality

All vendors must be at their tables 30 minutes prior to the opening of the event. Unless prior arrangements have been made with the POP! Shop Kenmore Manager, tables will not be held for an assigned vendor who does not show up at the designated time. All vehicles must be parked in the designated parking area 30 minutes prior to the opening of the event.

C. Safety

Vendor-provided tables must have smooth edges, remain stable when loaded with product, and have legs locked firmly into place. No individual heaters will be allowed inside the Hangar building.

D. Electricity

Electrical power is limited to one outlet available for each vendor. Vendors are solely responsible for any injuries that may arise as a result of power sources. Vendors are advised to bring additional, portable lighting to highlight products and to create a festive atmosphere. Vendors shall defend, indemnify, and hold harmless the City, its agents, employees, volunteers, and officials, from all causes of action, demands and claims, including the cost of their defense, arising as a result of personal injuries, bodily injuries, representatives, concessionaires of the event, or any other person or entity, except for liability caused due to the sole negligence of the City.

E. Stall Clean Up/Trash Removal

Vendors are required to maintain their table and space in a clean, safe, and sanitary manner, including protecting the floor and table from drips and spills before, during and after an event. This includes picking up any trash or garbage that is generated in or around their booth and sweeping up any product debris left on the ground. Vendors should bring their own brooms and dustpans.

VI. BOOTH MERCHANDISING, REQUIREMENTS AND CERTIFICATIONS

Easily visible signs, well-organized product display and easy access for customers to products all help to increase sales. Vendors typically know best how to display their product, but POP! Shop Kenmore Manager may visit vendor stalls during the event to make suggestions to enhance the appearance and/or shopper flow. We thank you in advance for your willingness to cooperate and consider making changes.

A. Signage

Each vendor must prominently display a sign clearly identifying the business by name. All products should have prices on them.

Failure to comply with signage requirements set forth in this document may result in the vendor being denied the opportunity to participate in POP! Shop Kenmore.

Products labeled “organic” or verbally referred to as “organic” must be certified as required by Washington State law. Vendors selling both organic and conventional products at the same table must physically separate the products.

Failure to comply with this requirement will result in the offending vendor being denied the opportunity to sell said products at POP! Shop Kenmore events.

B. Pricing

Pricing of goods is the sole responsibility of the vendor. The POP! Shop Kenmore Manager does not have the authority to set prices. However, below-cost pricing is highly discouraged. Vendors are required to provide all means, including electronic, for transactions. Management will not have the means to provide assistance for cash or credit. This will be solely the vendor’s responsibility.

C. Health Practices and Permits

All vendors must obtain all necessary state and local health and safety permits and adhere to sanitary procedures as outlined by the Seattle-King County Department of Public Health. **All Prepared Food Vendors as well as Food Processors must display appropriate permits and have approval from either the Department of Public Health or Department of Agriculture (as applicable).**

All vendors must dress appropriately, shoes and shirts are required. Pets are not allowed in the Hangar. Smoking is not permitted in the Hangar or within 50 feet of the Hangar. Alcohol consumption or the consumption of any Federally illegal substance is prohibited. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to participate in POP! Shop Kenmore.

D. Weights, Measures and Labeling

All weighing and measuring instruments must be accurate and registered as legal for trade. Scales should be inspected annually and be certified by the Washington State Department of Agriculture’s Weights and Measures division. Scales must be placed in full view and be readable by customers at all times. Pre-packaged products must be labeled with the quantity and/or amount.

E. Plastic Bags

Washington State plastic bag ban became effective October 1, 2021. All single-use plastic carryout bags are banned at POP! Shop Kenmore.

Vendors may charge an \$0.08 fee for paper or reusable carryout bags made of thick film plastic.

Vendors must provide a receipt to the customer if requested, for the \$0.08 fee as a line item on the receipt.

Vendors should report the \$0.08 fees as revenue on their B&O taxes.

F. Single-Use Plastics

Food service businesses are only to give customers disposable service ware upon request, including plastic utensils, straws, condiment packages, and cup lids for cold beverages.

G. Children

Vendors need to always keep a watchful eye on their children. POP! Shop Kenmore is not responsible for the safety or whereabouts of a vendor's child. Children under the age of ten years should not wander the event unaccompanied.

VII. ANTI-HARASSMENT/DISCRIMINATION POLICY

It is the City's policy to provide a work environment for its vendors and staff which is harmonious and free from intimidation and harassment. The City is committed to ensuring that the practices and the conduct of all its vendors and staff comply with the requirements of federal and state laws against employment discrimination. The City expects all vendors and staff to work in a manner that respects the feelings and dignity of their co-vendors and staff. It is the policy of the City that all vendors and staff have a right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, sexual orientations, veteran's status, presence of a disability or presence of another protected status or characteristic.

Vendors or staff who, in good faith, report legitimate workplace harassment will not be subjected to any form of retaliation. Any vendor or staff responsible for any retaliatory conduct will be removed from the Hangar building.

VIII. CODE OF CONDUCT

The purpose of our Code of Conduct is to promote a pleasant atmosphere of cooperation and support at POP! Shop Kenmore and to assure a safe and friendly environment.

Participating vendors and visitors shall conduct themselves in a manner which will maintain a safe, pleasant, considerate, and friendly atmosphere.

Procedures for resolving violations of code of conduct:

1. Staff shall advise the person that their behavior is a violation of the Code of Conduct.
2. When appropriate, staff will refer the person to resources or agencies or contact the person's family for assistance.
3. POP! Shop Kenmore participants/volunteers/staff should report any violations of the Code of Conduct to the Event Manager or other City staff if the Manager is not available.
4. The person violating the code of conduct may be asked to leave the POP! Shop Kenmore site if the conduct does not stop.
5. Public safety officials may be called if the above procedures fail to halt the disruptive behavior.
6. Temporary or permanent exclusion from POP! Shop Kenmore events is permitted for Code of Conduct violations. Length of exclusion will be determined by severity of offense and whether the offense is repeated or habitual.
7. A written report of any verbal or written warning and exclusion shall be prepared by the POP! Shop Kenmore Manager and a copy forwarded to the City Manager Department.

Appeal of any decision

An appeal of any decision may be made in writing to the Deputy City Manager for review. Such appeal shall be filed with the City Clerk within 10 calendar days of the Pop! Shop Kenmore Manager's decision. The Deputy City Manager's appeal decision is final and not appealable.

IX. GRIEVANCE POLICY

The POP! Shop Kenmore Manager has the right to impose disciplinary action at the event on-site for violations of the POP! Shop Kenmore Rules and Regulations by vendors. **For the purposes hereof, discipline means restrictions on vendor participation in POP! Shop Kenmore for violations of POP! Shop Kenmore Rules and Regulations.** Disciplinary decisions of the POP! Shop Manager shall be delivered to the affected vendor(s) in person on-site, or via phone call, email, video, or letter before the next event date. Additional follow-up, if applicable as determined by the POP! Shop Kenmore Manager, may be delivered to the vendor off-site via phone call, email, video, or a letter mailed to the affected vendor(s) at their mailing address as set forth on their application. Vendors who are aggrieved by a disciplinary decision of the POP! Shop Kenmore Manager shall have the right to request review of the decision by the City Manager Department regarding any disciplinary action imposed on them. Such vendor must submit a written request for review of the decision by the Deputy City Manager by delivering the written request to the POP! Shop Kenmore Manager within ten (10) days of receipt of the disciplinary decision.

The POP! Shop Kenmore Manager however has the authority to take immediate action to expel a vendor from POP! Shop Kenmore, when deemed by the POP! Shop Kenmore Manager to be necessary for preservation of public safety. **In the event of a public safety concern, the POP! Shop Kenmore Manager shall advise the offending vendor of the concern and shall demand the vendor cease the activity resulting in the public safety concern.** If the vendor does not immediately cease such offending conduct, the POP! Shop Kenmore Manager shall instruct the vendor to immediately leave with their products, equipment, and property in a timely manner. If the vendor fails to remove such products, equipment, and property, the City of Kenmore shall have all property of vendor removed from the premises at the vendor's sole cost and expense. In the event of any damage to vendor's property if/when removed by the City following the failure of the vendor to so remove such property, the vendor waives, releases, and discharges the City of Kenmore from any/all loss or damage caused by such removal. The City shall not be responsible for storage or safekeeping of property removed or left at the POP! Shop Kenmore site. Vendors having a dispute/conflict with POP! Shop Kenmore may at any time file a written grievance to the City Manager Department. POP! Shop Kenmore is a forum for the sale of locally made or locally curated products. Any interference with such use is prohibited.