



Guest Vendor Program

Terms and Conditions

Tenant agrees to abide by the PDA Guest Vendor Program Terms and Conditions as cited herein.

SHOP COVENANTS

Tenant acknowledges that Landlord desires to establish and maintain a high standard for the image and reputation of the Pike Place Market and that the nature, character and manner of use of the Premises and the nature and character of the occupant(s) therein will have a significant impact on Landlord's ability to establish and maintain the unique character and image of the Pike Place Market. Accordingly, Tenant covenants and agrees to promptly take the necessary steps to remove any cause of Landlord's dissatisfaction with respect to the following items and matters, which Tenant agrees are subject to Landlord's approval:

- (i) the decor, design, materials and signage used in the tenants display
- (ii) the nature, kind, and quality of merchandise and/or services offered, and the manner of merchandising, displaying, and advertising by the tenant

Tenant further covenants and agrees that it will at its expense and at all times comply with the following:

- (i) maintain personal property insurance having a limit of not less than the full replacement value of Tenant's personal property located on the Premises including, without limitation, all inventory and displays;
- (ii) keep the Premises clean and in a neat, sanitary condition
- (iii) maintain regular business hours by keeping all portions of the Premises open for business during the Business Hours established by Landlord, with a sufficient number of employees and amount of inventory to properly service and operate the business being conducted at the Premises;
- (iv) not use, play or operate or permit to be used, played or operated any sound making or sound reproducing device in the Premises
- (v) not create, or permit to be created, any ground vibration that is materially discernible outside the Premises;
- (vi) cause all rubbish, garbage, waste and other debris generated on the Premises to be removed to such reasonable location and in such manner as may be specified by Landlord from time to time;

(vii) not create, or permit to be created, any noxious odor that is disruptive to the business operations of any other tenant of the Campus;

(viii) adhere to those rules and regulations which Landlord shall establish from time to time including, without limitation, merchandising and customer service standards.

MERCHANDISING STANDARDS

Landlord shall be entitled to adopt, from time to time, merchandising standards setting forth minimum merchandising standards, including but not limited to methods of display, presentation, weighing, and conduct relative to purchasers.

(A) Hawking

Tenant shall not engage or permit any employee or tenant to engage in the following:

- i. Calling aloud to passers-by who have not yet expressed interest in vendor's goods or services.
- ii. Advertising, demonstrating, selling, or displaying merchandise or attempting to sell goods or services outside of the leased Premises without obtaining prior approval of Landlord.
- iii. Other activities deemed by Landlord to routinely interfere with the ability of others to conduct business in the Pike Place Market.

(B) Refund/Exchange Policy

Tenant agrees to adopt and post in clear public view a written policy regarding merchandise refunds and/or exchanges.

(C) Display Guidelines

Landlord and Tenant agree that the Premises shall be considered the interior area as described in the vendor agreement.

MINIMUM STANDARDS FOR ALL BUSINESS

- Business hours shall be clearly posted on the business frontage and business hours shall be consistently maintained.
- Refund and exchange policies must be clearly posted near locations where money is exchanged or sale conducted.
- On request, customers shall be given a receipt with their purchase.

- All customers shall be treated in a courteous manner. Profane and/or vulgar language and gestures shall not be tolerated.
- Merchants shall employ staff knowledgeable about the products they sell.