

Expanded Guest Vendors in Vacant Spaces

MHC Application for Temporary Approval

Program Overview

The temporary expanded guest vendor program will provide additional short term “pop up” selling spaces for entrepreneurs who have independently developed specialty products but have not established a fixed brick and mortar retail location. The program is currently approved for 93 Pike Street at the entry to the Market. The additional space will provide guest vendors with additional opportunity and activate vacant commercial spaces. Spaces will be rented for short term to encourage continuing variety and maximize opportunities for exposure of new business ventures.

Program Overview

- PDA requests a one-year temporary approval for guest vendor pop-ups in any vacant commercial spaces.
- The PDA will only utilize a maximum of three (3) vacant Commercial Retail spaces simultaneously.
- Who can qualify? Vendors accepted to the GV Program using previously approved qualifications (below) who also closely match previously approved use for each space.
- The pop ups will provide small businesses with more opportunity to meet with customers, display their products and test market acceptance. We hope that these pop ups will also help the Market identify good prospects for longer term commercial spaces.



The City of Seattle

Pike Place Market Historical Commission

Mailing Address: PO Box 94649, Seattle WA 98124-4649

Street Address: 600 4th Avenue, 4th Floor

CERTIFICATE OF APPROVAL FOR USE

Date: February 29, 2024

MHC 29/24

Applicant: Zack Cook, PDA

Property Owner: Zack Cook, PDA

Business: PDA Guest Vendor Program

Address: 93 A Pike Pl Seattle, WA 98101

Building: Economy

Record Number: DONH-COA-01176

At its meeting of February 28, 2024 the Pike Place Market Historical Commission approved the following:

PDA-administered rotating guest vendor program, to be managed according to the attached program terms and criteria.

The Commission considered the following District Guidelines when making the decision:

- 2.1 General Principles for Uses in the Market
- 2.5 Priority of Market Uses
- 2.6 Styles and Methods of Business Operations
- 2.7 New Uses and Businesses

(This action is categorically exempt from SEPA by the provisions of WAC 197-11-800.)

The Certificate is issued with the understanding that the applicant will obtain all other permits and approvals that may be required.

Administered by the Historic Preservation Program Seattle Department of Neighborhoods

"Printed on Recycled Paper"

Grace Leong, Commission Chairperson

By:

A handwritten signature in black ink, appearing to read "Min Chau Le". The signature is fluid and cursive, with the first name "Min" and last name "Le" being more distinct, followed by a stylized "Chau".

Minh Chau Le, Commission Coordinator
Pike Place Market Historical Commission

Approved Qualifying Materials

Who Can Qualify?

We are looking for creative, innovative producers of specialty artisan food products and personally designed, handmade goods produced in Washington State using locally sourced ingredients when possible.

Qualifications Include:

- Vendors may not have an established storefront location, but preferably have established a business identity at farmers markets or through on-line merchandising of their product. Vendors may have a fixed location rented or owned for production / studio / manufacturing but this location must not also operate as a retail storefront.
- Vendors must commit to operating their stall Thursday through Monday (5 days) and be personally present as the producer 3 of those days.
- All vendors must have a current Seattle Business License. Those offering processed food products must have appropriate Health Permits and produce in a licensed kitchen or cottage-kitchen. Processed food items must be prepackaged in an approved facility and be shelf stable.

Please Review the Qualification Criteria (2)

Selection Criteria

In order of priority:

- Vendor does not have an established retail business location in a fixed storefront.
- Vendor is not currently selling in the Market (including other pop-up programs).
- Product sold is unique to vendor through design and/or production process.
- Vendors must qualify as a local farmer, processor, or artisan/crafter as defined by the [WSFMA Roots Guidelines](#).
- Food-related products must be shelf-stable and wrapped for display. Foods must be exempt from [Seattle-King County Health Department](#) permits.
- Product demonstration, sampling, packaging conforms to local codes and regulations.
- Vendor is from a historically under-represented group.

Not Allowed

- No commercially sourced finished merchandise or imported items.
- The facilities do not permit on site food preparation, nor access to sinks.
- Agricultural products including wines or other alcoholic beverages or cannabis are not permitted.
- The primary and significant value of items displayed or sold must be entirely produced in the State of Washington.
- No second hand items (Exception: Those vendors who take a second hand item and “up-cycle” that item into a new use)
- No solicitation of charitable donations or selling of products for fundraising activities.
- No non-owner operated businesses.
- No out of state processing.
- No use of PDA trademarks, “Pike Place Market”, Public Market Center sign image, etc.
- No promotional giveaways (business cards permitted)

OPERATING HOURS

- Available Daily – 9 am to 5 pm. Minimum operating days required are Thursday through Monday (onsite by 9am open by 10am).
- Pop-up “weeks” begin on Wednesday and end on Tuesday.
- Turn-overs for new vendors – move outs on Tuesday evenings, move-ins on Wednesday morning.



Pike Place Market Preservation & Development Authority (PDA)

info@pikeplacemarket.org • P: 206.682.7453 • F: 206.625.0646

PIKEPLACEMARKET.ORG • 85 PIKE STREET, ROOM 500 • SEATTLE, WA 98101

Guest Vendor Rental Agreement – 2024

This rental agreement is between _____, holder of a Guest Vendor Program permit at the Pike Place Market (hereafter referred to as "the vendor") and the Pike Place Market Preservation and Development Authority (hereafter referred to as "the PDA"). The effective dates for this agreement shall be from _____ to _____ and the total amount due for the rental period shall be \$ _____. Payment of the base rent must be received prior to the start of the rental period and any %rent due must be received within 15 days of the close of the rental period. The vendor agrees to abide by the following:

OPERATION HOURS

- Available Daily – 9 am to 5 pm. Minimum operating days required are Thursday through Monday (onsite by 9am open by 10am)
- Pop-up “weeks” begin on Wednesday and end on Tuesday
- Turn-overs for new vendors - move outs on Tuesday evenings, move-ins on Wednesday morning

RATES: Rates vary by season and for periods of 2, 4 or 6 weeks

- Peak (May – September, Thanksgiving – New Year) – \$250 per week
- Off Peak - \$100 (October to Thanksgiving, January to April)
 - Note- specific seasonal rates will be identified on a calendar, effective each Wednesday)
- After a vendors first 2 weeks, additional rent of 5% of sales over \$3,000 per week.
- Vendors must submit weekly sales reports.

CANCELLATIONS / TERMS AND CONDITIONS:

- *There are no refunds for cancellations or non-attendance.*
- If vendors do not give a 12 hour notice before a no show, open late, or close early, they may incur a \$50 charge for each day affected. Vendors must receive written approval from the Market for any alterations in hours.
- Any food items sold must be exempt from King County Health permit
- Tenants will be issues a bathroom FOB. There will be a \$25 charge for any missing FOBs
- The Market reserves the right to relocate stall assignments for a better fit and mix of use.
- No sub-leasing allowed.
- While the Economy Arcade is secured after regular business hours, the PDA assumes no responsibility for damage or loss of vendor inventory, equipment, or fixtures. Vendors are responsible for securing their own property.
- Vendors must have a valid city of Seattle business license and current liability insurance
- Vendors must adhere to standards of behavior for business tenants as outlined in the program Terms and Conditions: customers shall be treated in a courteous manner, no mislabeling of products, post a refund policy, no alcohol or drug use, no pets at stall, and no smoking. Failure to respect these rules will result in loss of selling privileges and requirement to vacate the space.



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PDA TRADEMARK USAGE GUIDELINES

Guest Vendor acknowledges PDA's ownership and authority over use of our registered and common law trademarks. Guest Vendor acknowledges that the Market Historical District and the PDA Trademarks are famous, and Guest Vendor agrees to observe and abide by the terms of this Section and Exhibit I. This Agreement gives the Guest Vendor the right to occupy the Premises as provided herein but does not constitute an express or implied license to use any PDA Trademarks for any purpose except as provided below.

Guest Vendor is permitted to use the names "Pike Place Market" and/or "the Market" solely to inform the public of its temporary location in the Market Historical District, and for no other purpose whatsoever. Guest Vendor shall not use PDA Trademarks (including without limitation images or depictions of any signs or other features of the Pike Place Market) in, or as, brand identification for Guest Vendor or its products or services of any kind without Landlord's prior written permission which may be withheld in Landlord's sole discretion. This restriction precludes print and digital use of PDA Trademarks in Guest Vendor business name, slogans, trademarks on websites, social media pages, emails, promotional materials, and product packaging or labeling.

Guest Vendor: _____

Date: _____

PDA Staff: _____

Date: _____

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

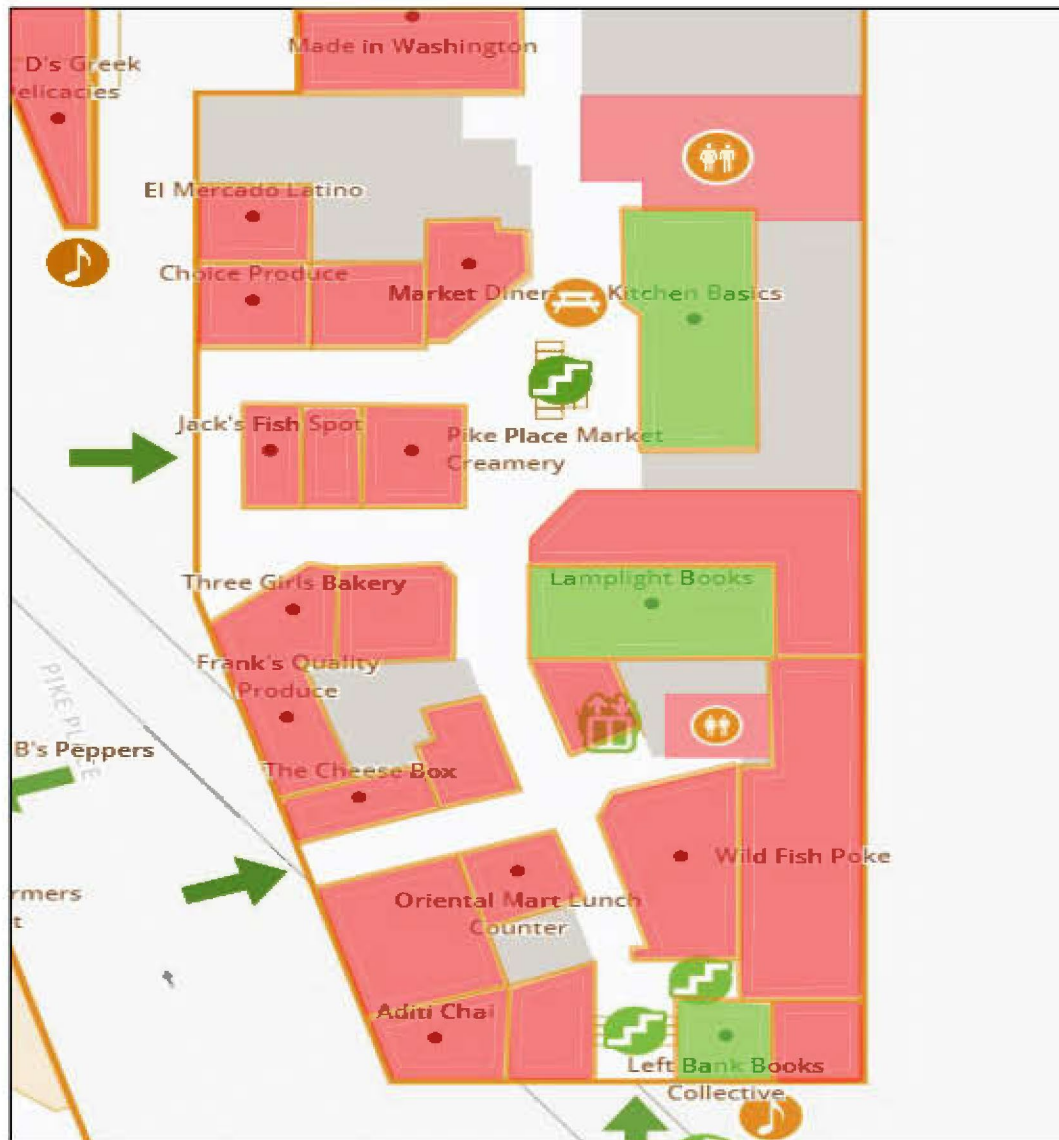
- Business hours shall be clearly posted on the business frontage and business hours shall be consistently maintained.
- Refund and exchange policies must be clearly posted near locations where money is exchanged or sale conducted.
- On request, customers shall be given a receipt with their purchase.
- 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.
- Customer complaints that cannot be resolved amicably on-site shall be immediately referred to the Landlord's main office for resolution.

Site Maps

- Guest Vendor Pop-ups in vacant commercial spaces
- Could occur in any space owned by the PDA
- Guest vendors must be part of the program and follow all rules and regulations
- Priority given to vendors who best match the previous use

Sanitary / Corner Market

Sanitary - 1st Floor



Corner Market - 3rd Floor



If vacant, this retail space would be eligible to be used as part of the Guest Vendor Program.

If vacant, this retail space would NOT be eligible to be used as part of the Guest Vendor Program.

Economy Building

Atrium Floor



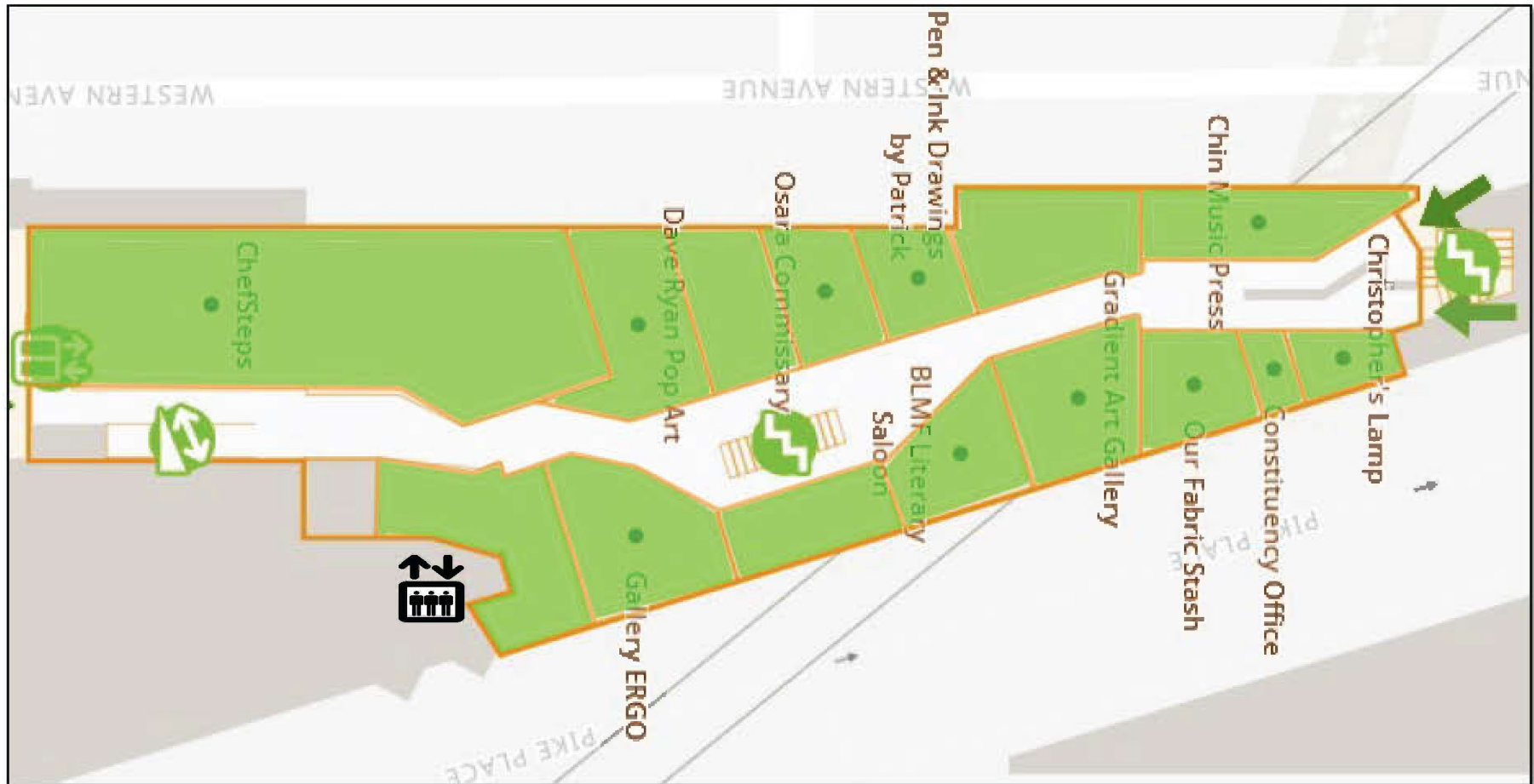
3rd Floor



If vacant, this retail space would be eligible to be used as part of the Guest Vendor Program.

If vacant, this retail space would NOT be eligible to be used as part of the Guest Vendor Program.

Fairley Building - 3rd Floor





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 If vacant, this retail space would NOT be eligible to be used as part of the Guest Vendor Program.

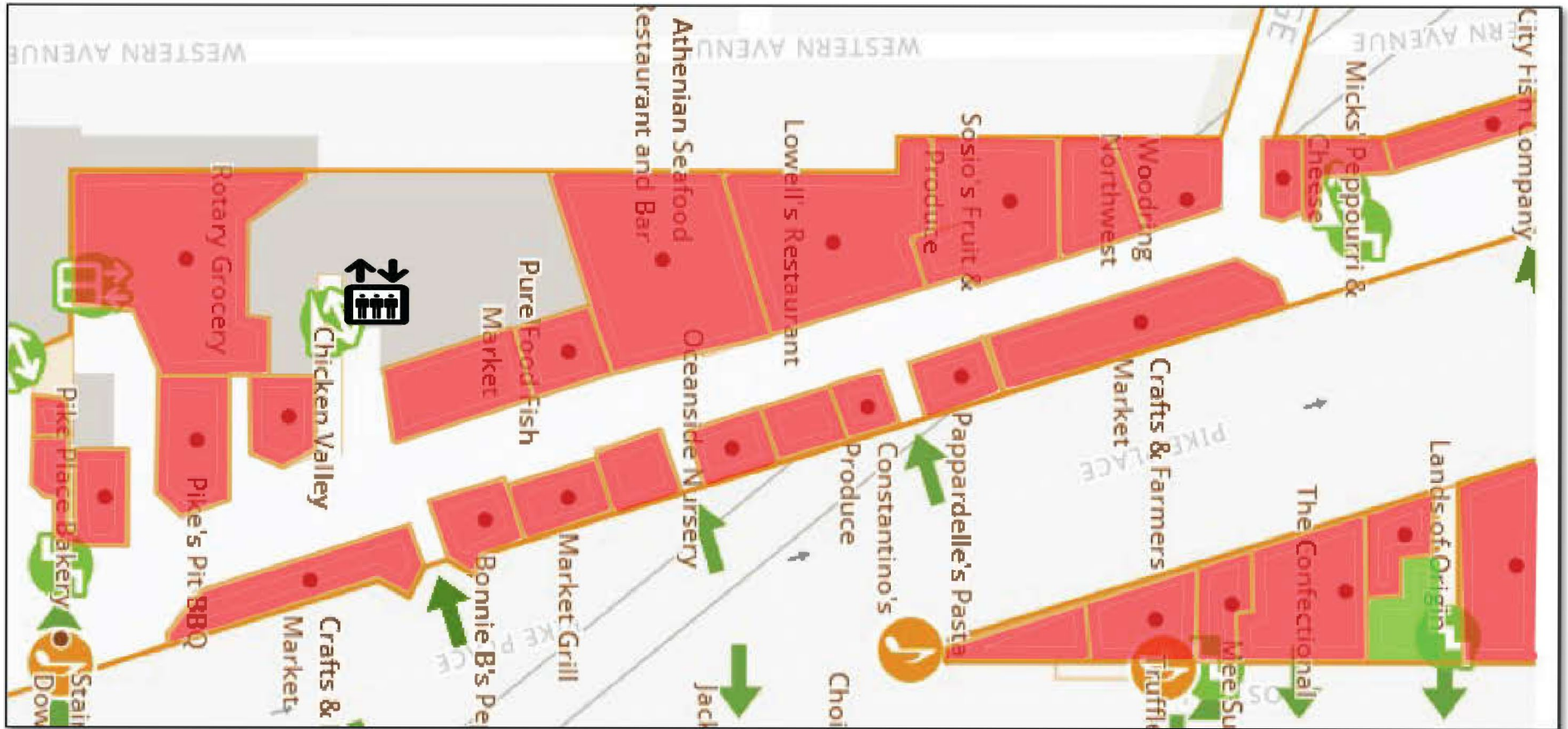
Fairley Building - 4th Floor





 If vacant, this retail space would be eligible to be used as part of the Guest Vendor Program.

 If vacant, this retail space would NOT be eligible to be used as part of the Guest Vendor Program.

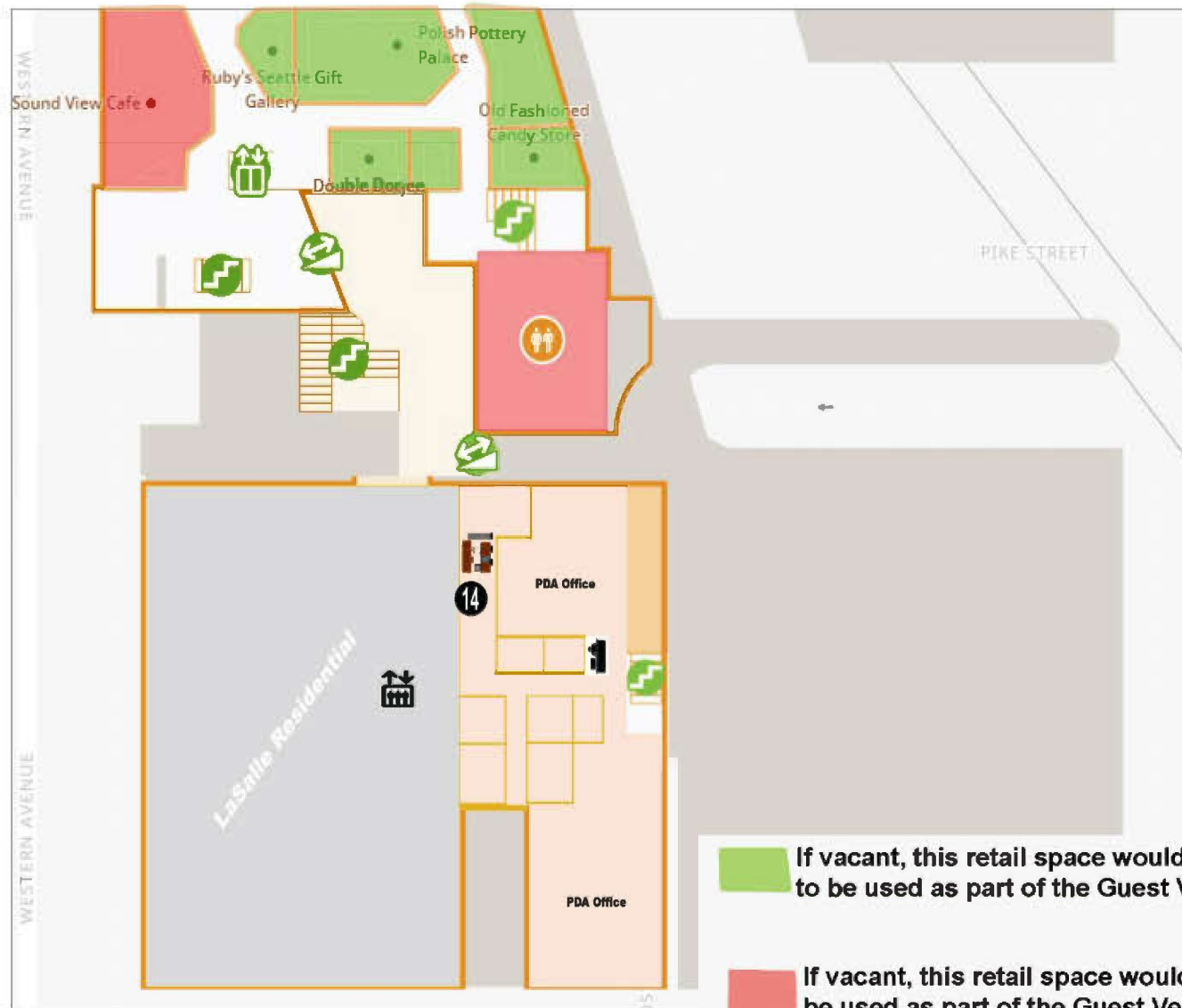
Fairley Building - 6th Floor / Pike PL



 If vacant, this retail space would be eligible to be used as part of the Guest Vendor Program.

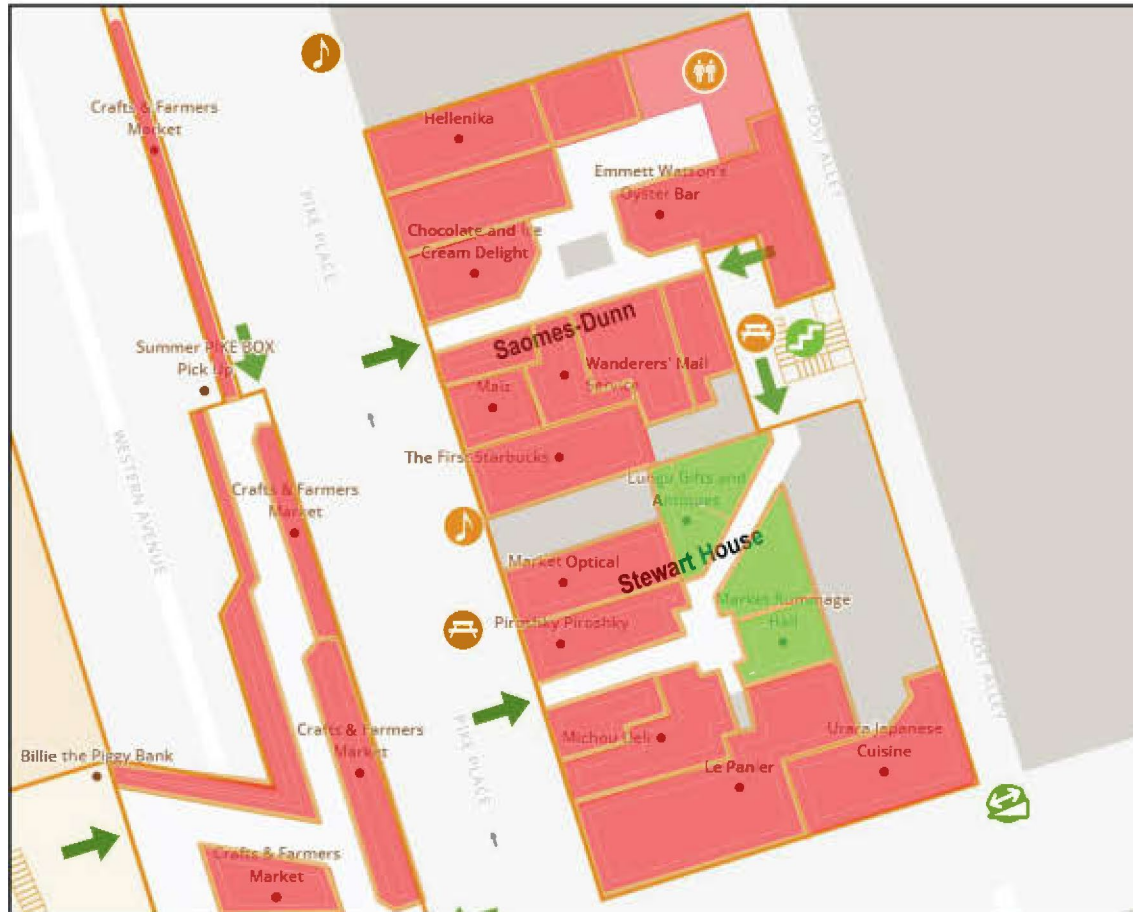
 If vacant, this retail space would NOT be eligible to be used as part of the Guest Vendor Program.

LaSalle Building - 5th Floor

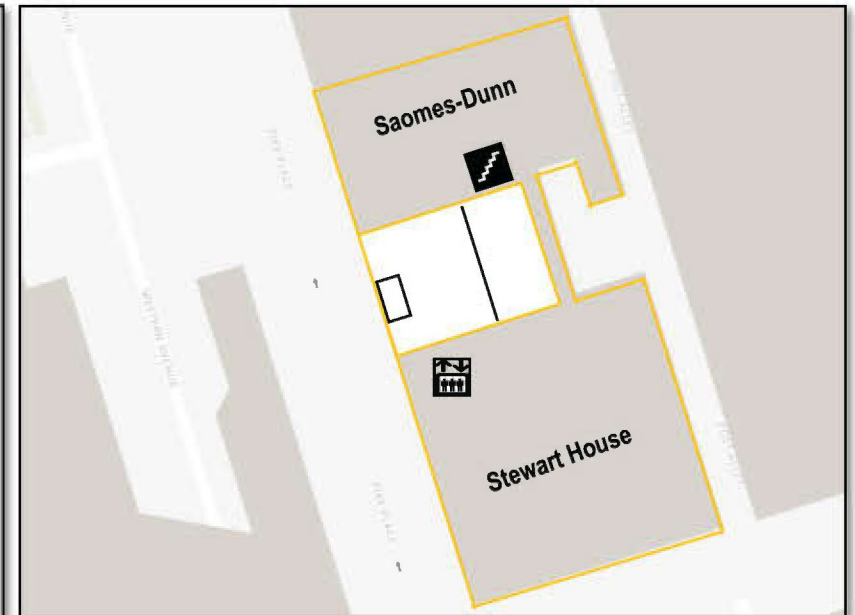




Soames-Dunn / Stewart House

Soames Dunn / Stewart House - 1st Floor



Soames Dunn - Basement



-  If vacant, this retail space would be eligible to be used as part of the Guest Vendor Program.
-  If vacant, this retail space would NOT be eligible to be used as part of the Guest Vendor Program.

Example of Temporary Vendor Availability

Currently Vacant Space: 1501 Pike PL 317-B (formerly Dave Ryan's Pop Art)

Approve Use: retail and gallery specializing in ...paintings, prints postcards, magnets and buttons.

Eligible Guest Vendors:

Anastasia Rudenco

Destination Goods

Hatchets & Arrows

Joelle Hanton Art

Lily & Sun

Mason Art Seattle

Modern Meliora

Naomi Amber Dawn Art

Rainier Renditions

Cody Shipman Art

Courtney Leanne

Sad Girls Club

Katy White Art

San Miguel Art

Sketches by the Sea

Cute Fun Joy Designs

Eye of the Beholder

Brown and Toasted

Suzi Spooner Illustration

Psychedelic Lens

Hand to Paper

Mary Lamery, Artist

myartbytes

Jessica Plesko Art

Cowbelle Industries

Josh Harriman Studios

Ina Xi Watercolor

Jenna Brechbiel Studio

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