

## **Exhibit A: Terms of Usage**

### **Licensee Selection**

1. In the case of multiple applications for the same dates, proposers will be vetted based on the following points:
  - a. The proposer's soundness, completeness and creativity of their business plan and marketing strategy.
  - b. The proposer's experience, capacity and availability to remain open.
  - c. The proposer's investment in his or her business concept. We want to see entrepreneurs who will use this opportunity to take their business to the next level.
  - d. The proposer's interest in opening a retail location on Historic Main Street or another retail location in Columbia, Illinois.
  - e. The proposer's ability to provide a State Tax I.D. Number.
  - f. The proposer's ability to provide two or more high quality digital photos. Minimum acceptable dimensions are 600x600 pixels – preferably in color, unaltered (neither cropped nor edited with photo-editing software) on a clean, solid background. The image must be in JPEG file format, and must be less than or equal to 2MB (megabytes).
  - g. The following proposers will not be accepted:
    - i. Direct sales/network marketing vendors.
    - ii. Food vendors.
    - iii. Catalog based sales vendors.
    - iv. Vendors whose sales consist of mass-purchased/wholesale items.
2. Should a proposer not be accepted as a licensee for their preferred date, another date may or may not be offered.
3. The City reserves the right to turn down any proposer and not offer them a license agreement.
4. Proposers will be notified of the status of their application via email.
5. If proposer is offered a license opportunity, license and payment must be received within seven (7) days of the offer to hold the booking. After seven (7) days, the booking is considered tentative and may be replaced with another licensee who has requested the same date and has made a timely payment.
6. We reserve the right to refuse any application from any vendor.

### **Terms of License Agreement**

1. Minimum five (5) days, maximum 33 days. Increments of 5, 12, 19, 26 or 33 days only.
2. Term stated on license agreement is not changeable and fee is not refundable.
3. Check in: Wednesdays 9:00 a.m. – 4:00 p.m. only.

4. Check out: Mondays 9:00 a.m. – 10:00 a.m. only. All items must be removed from the building prior to checkout.
5. Late checkout fee is \$25 per each hour after 10am.

### **Fees and Payments**

1. \$250.00 refundable damage deposit. Make check payable to City of Columbia.
2. \$50.00 non-refundable cleaning fee. Make check payable to City of Columbia.
3. \$5 per day licensee rate begins/includes the Wednesday check in date and ends/includes the Sunday before the check out date. Make check payable to a Columbia-based nonprofit organization of your choice and include this check with the damage deposit and cleaning fee.
4. All three (3) checks must be received in the Clerk's Office within seven (7) days of notice of booking. Checks may be dropped off or mailed to: City of Columbia, Attn: POP-UP SHOP, 208 S. Rapp Ave., Columbia, IL 62236.
5. \$250 for lost or unreturned key.
6. Credit and debit cards are not accepted as a form of payment.

### **Sales Tax**

Licensee is responsible for the collection, reporting and payment of Illinois State Sales Tax to the Illinois Department of Revenue. Current rate is 7.5 percent (7.5%).

### **Hours of Operation**

Licensee shall meet the *minimum* hours of operation, which are:

Wednesday 10:00 a.m. – 6:00 p.m.

Thursday 10:00 a.m. – 6:00 p.m.

Friday 10:00 a.m. – 6:00 p.m.

Saturday 10:00 a.m. – 6:00 p.m.

### **Insurance Requirements**

1. Licensee shall procure and keep in force at its own expense during the Term of this agreement, commercial general liability insurance, including bodily injury and property damage insurance with a company reasonably acceptable to the City, naming the City as additional insured, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and including "independent contractors" coverage, broad form property damage, "contractual" liability, medical payments, per location aggregate, and "personal injury" liability.
2. Licensee shall maintain insurance covering all of Licensee's leasehold improvements, trade fixtures and personal property from time to time in, on or upon the Premises and any alterations, improvements, additions or changes made by Licensee thereto in an amount not less than one hundred percent (100%) of their full replacement cost from time to time during the Term, providing protection against perils included within the special form of fire and extended coverage insurance policy, including earthquake coverage, together with insurance against vandalism and malicious mischief. Any policy proceeds from such insurance, so long

as this license agreement shall remain in effect, shall be applied first for the repair, reconstruction, restoration or replacement of the property damaged or destroyed.

3. Licensees are responsible for their own personal, general, and product liability insurance. The City of Columbia will not be responsible for any loss or damage of merchandise, property or equipment, either from natural or unnatural causes, such a theft, fire, flood, earthquake, wind, rain, or any other cause whatsoever.
4. All insurance policies required to be obtained and maintained by Licensee under this agreement:
  - a. Must be issued by insurance companies with a minimum Best rating of A-.
  - b. Must be written as primary policy coverage and not contributing with or in excess of any coverage which City may carry.
  - c. Must contain an express waiver of any right of subrogation by the insurance company against City and its agents.
  - d. Shall contain a provision that City and any other parties in interest, although named as insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to them, their servants, agents and employees by reason of the negligence of Licensee (or any other named insured).

### **Advertising and Signage**

1. Licensee agrees to cross promote the POP-UP SHOP, a chosen non-profit organization, and City/Main Street events with social media posts.
2. POP-UP SHOP Columbia, Illinois logo may be used by licensee on a temporary basis only for advertising materials, which may include flyers, temporary signage and social media.
3. No temporary signage may be placed outside of the POP-UP SHOP building.
4. Licensee shall provide banner slide for electronic message board with appropriate dimensions, image format and file size as requested by the City.
5. Fraudulent, dishonest or deceptive merchandising will be removed by management and may result in the early termination of the license agreement.

### **General Rules & Requirements**

1. All furnishings and displays are to be provided by the licensee.
2. Licensee is responsible for keeping the space and restrooms clean and orderly. Trash should be discarded daily in the trash and recycle receptacles behind the building. Trash pick-up is on Fridays.
3. Only the approved proposer as stated in the license agreement may operate in the POP-UP SHOP.
4. All vendors will be responsible for the actions of their employees and/or agents.
5. Possession of firearms, fireworks, use of alcohol/drugs, gambling, or disorderly conduct by a proposer or employees or agent constitutes a violation of the POP-UP SHOP rules.

6. Licensee agrees to provide the City with a report detailing sales and foot traffic during the license period.
7. No on-site cooking or selling of freshly prepared foods is allowed.
8. Only prepackaged, prepared foods made in approved commercial kitchens where documentation can be provided on request are allowed for sale. No selling of prepackaged, prepared foods made in home kitchens.
9. The space shall not be used for any other purpose than the sale of goods in the proposed business plan.
10. Do not park or drive on the grass, but only in paved designated parking areas.
11. Smoking is not permitted on the premises.
12. No open flames shall be allowed on the premises. This includes, but is not limited to the burning of candles.
13. The licensee shall abide at all times by the codes, ordinances and regulations of the city, county, state and other governmental agencies having jurisdiction over the conduct of the licensee's business.

**Prohibited Items**

The City of Columbia reserves the right to prohibit any item deemed inappropriate from being sold on the premises.