

— PORT OF — WILLAPA HARBOR

Pop-Up Market Vendor Application

Event Overview

21-day event period. Open daily from 10:00 AM – 7:00 PM. Vendors may not operate more than three (3) consecutive days.

Business Information

Business Name: _____

Contact Name: _____

Phone: _____

Email: _____

Mailing Address: _____

Website / Social Media: _____

Vendor Type

Food Artisan/Craft Retail Nonprofit Other: _____

Product / Menu Description

Describe items to be sold:

Permits & Documentation (Attach Copies)

City Business License County Health Permit (Food Vendors) WA State UBI Other Required Permits

Insurance

Certificate of General Liability Insurance required. Must list Port of Willapa Harbor as additionally insured.

Insurance Company: _____

Policy Number: _____

Booth Information

Booth Size: 10x10 10x20 Other _____

Electricity Needed: Yes No

Equipment: Generator Open Flame Propane

Requested Dates (Max 3 consecutive days)

Independent Vendor Relationship

The parties intend that an independent contractor relationship between Vendor and Port of Willapa Harbor ("PORT") will be created by this Agreement. PORT is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Vendor. No agent, employee, servant or representative of Vendor shall be deemed to be an employee, agent, servant or representative of PORT for any purpose, and the employees of Vendor are not entitled to any of the benefits PORT provides to its employees. Vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, sub vendors or representatives during the performance of this Agreement.

Hold Harmless and Indemnification

Vendor shall defend, protect, indemnify and hold harmless PORT and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, which PORT may incur by reason of any act, omission or default on the part of Vendor; its employees, officers or agents, whether negligent or not; provided, however, that if such liability is caused by or results from the concurrent negligence of PORT, its officers, employees and/or agents, and Vendor or Vendor's employees and agents, this provision shall be valid and enforceable only to the extent of Vendor's negligence; and provided further, that nothing herein shall require Vendor to hold harmless or defend PORT, its officers, employees and agents, from any claims arising from the sole negligence of PORT, its officers, employees and/or agents.

Compliance With Laws

Vendor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Agreement to assure quality of services. Vendor shall be responsible for obtaining all necessary permits for its food and beverage

operations, including but not limited to state, federal and local permits.

Agreement & Signature

Vendor agrees to comply with all regulations, provide required documentation, maintain insurance, and hold harmless the Port of Willapa Harbor from any liability.

Signature: _____

Printed Name: _____

Date: _____