

Point Ruston Public Market  
Day Stall Rules and Guidelines



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## About Point Ruston and the Public Market

Situated along nearly one mile of Puget Sound waterfront, **Point Ruston** is a resort-inspired village with panoramic views of the South Puget Sound, the Olympic Mountains, and Mount Rainier. Point Ruston's entertainment, dining, and shopping district will include 75+ street-level shops and restaurants including the luxury Century Theatres, Public Market, Wild Fin, and a four-star, full service Silver Cloud Hotel. Upon completion of the Point Ruston project there will be up to 3,000 permanent residents living within this lively neighborhood.

A signature anchor of the Ruston Way waterfront, **The Point Ruston Public Market** is a 30,000 square foot vibrant year round, indoor marketplace. Situated in the heart of the Point Ruston neighborhood the Public Market has it all: convenient location, a thriving onsite neighborhood with a steady flow of foot traffic, family-friendly amenities, striking architectural touches and stunning views of the South Puget Sound, Mt. Rainier and the Olympic Mountains. The Market offers an eclectic and vibrant mix of the finest local businesses showcasing the best the region has to offer.

Our day stall rentals offer small businesses an opportunity to join our growing marketplace on a part-time basis.

## Market Hours, Days, and Location

### Market Hours:

Monday – Saturday 11:00 am – 7:00 pm

Sunday 12:00 pm – 6:00 pm

Market Closed: Thanksgiving and Christmas Day

### Location:

5101 Ruston Way, Ruston, WA, 98407

## Public Market Management:

Public Market Manager:

Stacy Carkonen

[stacy@pointruston.com](mailto:stacy@pointruston.com)

206-715-4986

### Emergencies:

Health emergencies, threat of violence, fire or gas leaks call 911 and inform Management.

For all other emergencies or disruptions that don't rise to the level of calling 911 please inform Management on site.

# General Day Stall Guidelines

## General Vendor Guidelines:

1. Vendors are required to comply with all City, State and Federal laws, rules and regulations governing their business.
2. The Public Market Manager has full authority over all aspects of the market on-site operations.
3. Any complaints or disputes should be brought to the attention of the Public Market Manager.
4. Vendor must be open for business during the minimum hours provided in the Rules and Guidelines.
5. Vendor will adequately staff and stock the Premises with sufficient employees and merchandise to handle the expected business.
6. Day stall vendors who are selling for multiple days may leave their products on display for the days they are vending.
7. Day stall vendors must remove all of their product on days they will not be selling and leave their space clean and free of any goods or debris.
8. Vendors are expected to treat each other, Landlord, Point Ruston staff, and customers in a kind and courteous manner as discrimination or harassment in any form are NOT permitted. Vendors may not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, military status, or actual or perceived economic status. Point Ruston prohibits any form of workplace harassment including harassment on our Premises.
9. Disorderly conduct and boisterous, profane, vulgar or obscene language in or about the Public Market is prohibited. Vendors licensed for the sale of alcoholic beverages shall be responsible for the conduct of their customers in the Common Areas of the Building.
10. No product shall be offered for sale that is unwholesome, inedible, or unusable. All products offered for sale in the Public Market are subject to inspection by properly designated representatives of the Landlord and Landlord reserves the right to enter upon the Premises and to remove and dispose of any product deemed by it to be unwholesome, inedible or unusable.
11. "No refund" policies, if they exist, must be posted and CLEARLY VISIBLE TO THE CUSTOMER.
12. Vendors and their employees will conduct themselves courteously and ethically as they represent the brand and reputation of the Landlord, Public Market and Mixed Use Center.
13. Vendor shall keep their space and surrounding Common Area tidy and free of garbage.
14. Vendor will place all garbage and recyclables in neat and clean containers in the area designated by Landlord so as not to be visible to members of the public.

15. Vendors and employees may not smoke or vape within the Mixed-Use Center, except within their personal vehicles. Cigar and cigarette butts need to be extinguished and disposed of in the proper garbage receptacle.
16. Vendor will not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars without the prior written consent of Landlord. The expense of repairing any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Vendor. No boring or cutting for wires shall be allowed, except with the consent of Landlord.
17. Animals are not allowed in the Public Market and we highly discourage Vendor's and employees from leaving animals in their cars while they work.
18. Management reserves the right to exclude or expel from the Property any person who, in the judgment of Management, is intoxicated or under the influence of liquor or drugs, or who threatens violence against persons.
19. During emergency conditions Management reserves the right to close and keep locked any and all entrances and exit doors of the Property.
20. Vendor shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority.
21. Vendor is responsible for ensuring that all employees have read and understand the Public Market Rules and Guidelines.

Landlord reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Public Market and Mixed-Use Center, and for the preservation of good order therein, as well as for the convenience of occupants, Vendors and patrons of the Public Market and Mixed-Use Center.

Landlord shall not be responsible to Vendor or to any other person for the non-observance or violation of the rules and regulations by any other Vendor or other person. Vendor shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Premises.

#### Anti-Discrimination Policy:

We are committed in all areas to providing a work environment that is free from discrimination. Discrimination based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All Vendors, employees, including supervisors and other management personnel, are expected and required to abide by this policy.

#### Anti-Harassment Policy:

Sexual harassment is behavior of a sexual nature that is unwelcome and offensive to the person or persons it is targeted toward and will not be tolerated in the Public Market. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures.

If you feel you have been harassed on the basis of your sex, race, national origin, ethnic background, or any other legally protected characteristic immediately report the matter to your supervisor and inform Public Market Management.

## Payment, Sales, and Reporting

### Day Stall Fees:

10' X 10' (100 square feet)

1 - 2 Days: \$20 per day, 9% of sales

3 - 5 Days: \$18 per day, 6% of sales

6 - 7 Days: \$15 per day, 3% of sales

10' X 12.5' (125 square feet)

1 - 2 Days: \$25 per day, 9% of sales

3 - 5 Days: \$22 per day, 6% of sales

6 - 7 Days: \$20 per day, 3% of sales

### Percent Calculator:

Total Sales X Percentage = Percent of Sales Due

Example: Total Sales: \$500 X Percent: .09 = \$45 in percent sales due.

- Vendors will report their totally daily sales, minus sales tax, at the end of the day to the Public Market Manager. Manager will provide link to record sales in google sheets.
- Vendor will be sent an invoice each week to be paid by credit card online.
- Invoice must be paid within 10 days of receipt or vendor will lose selling privileges at the Public Market.
- Vendors must provide signage, tables, chairs, and point of sales system. You do not need a tent as day stalls are permanently located within the Public Market.

## Insurance, Permits, and Licensing

### Insurance:

Prior to tenant being granted access to the premises, tenant will secure and maintain insurance against claims for injuries to persons or damages to property, or loss of use of property which may arise from or in connection with use or occupancy of the premises or tenant's operations. Tenant shall at a minimum maintain coverage and limits no less than those shown below. In no event shall the coverage or limits of the insurance policies be considered as limiting the liability of Tenant under their Lease.

### **Primary General Liability and Excess/Umbrella Liability:**

A minimum of Two Million Dollars (\$2,000,000) limit per occurrence, Five Million Dollars (\$5,000,000) limit in the annual aggregate for bodily injury, property damage, personal injury and advertising injury. Limits may be provided in a layered program (e.g., by means of primary and umbrella or excess liability policies). The coverage shall include a per location aggregate, a contractual liability (including assumed liability) personal injury and advertising injury coverage, broad form property damage liability coverage, products and completed operations coverage (the definition of coverage shall include prepared food). Medical expense (medical payments) coverage shall be provided at a minimum of Five Thousand Dollars (\$5,000) for any one person. Defense costs shall apply in addition to the limit of liability. Coverage shall be provided on an occurrence form.

### **Information for your insurance carrier for additionally insureds:**

#### Location:

5101 to 5201 Ruston Way, Ruston, WA 98407

#### Additional Insureds:

- Rainier Property Services, LLC
- Point Ruston Phase II, LLC
- Point Ruston, LLC
- Point Ruston Owners Association

c/o Rainier Property Services, LLC

5219 N. Shirley Street #100

Ruston, WA 98407

### **Automobile Liability:**

All vendors are required to carry automobile insurance and send proof of insurance to Market Manager.

## Permits and Licenses:

It is the responsibility of the tenant to know and acquire all permits required for their business.

### UBI Numbers:

The Washington State Department of Revenue requires the Public Market at Point Ruston to verify that its vendors are registered to do business in the State of Washington. Unless a vendor is exempt by law, they must supply a State UBI number at the time of application.

### City of Ruston Business License:

All businesses selling products in the City of Ruston are required to have a City of Ruston Business License. For more information and to apply: <https://dor.wa.gov/manage-business/city-license-endorsements/ruston>

### Federal Tax ID:

Retail sales taxes and Business and Occupation taxes are the responsibility of individual tenants. Tenants who must charge sales tax are required by law to have a Federal Tax ID number and must supply this tax number to the Public Market at Point Ruston.

### Organic Products:

Any product labeled “organic” must be certified by the Washington State Department of Agriculture or other certifying agent and be in compliance with the USDA National Organic Standards. Tenants must post their organic certification in their stalls if tenant claims organically grown product.

### Weights and Measures (e.g. Scales):

Measuring and weighing devices (e.g. scales) used for commercial purposes must be registered annually. Registrations are accomplished as part of the Master License system through the Department of Licensing. You must possess and post a license for each location (if you operate in several locations) with appropriate registrations and endorsements for the location. Contact WSDA Weights and Measures Program at (360) 902-1857 or email: [wtsmeasures@agr.wa.gov](mailto:wtsmeasures@agr.wa.gov).

### Health Department Permits:

Applicable food businesses are required to obtain permits directly from the Tacoma Pierce County Health Department (TPCHD). Visit [www.tpchd.org](http://www.tpchd.org) for instructions and applications. All fees will be paid directly to TPCHD.

### Food Processor Licensing:

Businesses wishing to sell processed foods will need to obtain the proper licensing. Please see the Washington State Department of Agriculture’s website for more information: <https://agr.wa.gov/departments/food-safety/food-safety/food-processors>

## Conduct of Business

### Continuous Use:

Vendor must remain open for the Permitted Use during the minimum hours of 11:00 am to 7:00 pm, Monday through Saturday and 12:00 pm to 6:00 pm Sunday. If you sell out you may leave a "Sold Out" sign in your booth.

### Deliveries:

The loading or unloading of trucks or similar delivery vehicles in the Public Market will be done only in the loading and service areas which are be designated by the Landlord. Please do not obstruct the sidewalks, adjoining street or Common Areas during delivery. Vendor vehicle must be unloaded at least one (1) hour prior to opening.

### Security:

Landlord will provide Premises with security cameras both on the interior and exterior of the building, as well as regular security patrols of the Public Market.

Tenant shall have the sole responsibility for securing their Premises and any loss or theft from the premises or the Public Market.

### Trash Removal:

Tenant will place all trash generated from Tenant's business in the proper receptacles at the Landlord's designated trash storage area. Tenant will participate in Landlord's recycling program by separating waste into applicable containers within the designated trash storage area. Tenant will handle and transport its trash in a manner that does not permit spillage or leakage. If spillage or leakage occurs, Landlord may, but shall not be required too, clean up the spill in which event tenant will be responsible for the cost of the cleanup.

### Exclusive Use Areas:

Grand Atrium (Center Tenants): Tenant will ensure that their product remain within the 1 foot Exclusive Use Areas during operating hours and are moved back into their space at the end of the business day.

All other Tenants will ensure the Exclusive Use Areas surrounding their business remain open and accessible to your customers, keeping our walkways moving smoothly.

### Employee Parking:

**Until further notice**, all Point Ruston employees must park in the Employee Parking Lot (Lot 14), located on the West side of Yacht Club Road. Employee parking will be marked. The Employee Parking Lot is the only area within the Point Ruston site that employees of Point Ruston businesses shall be permitted to park. If the lot is filled to capacity, then and only then, employees may utilize the available public spaces at Lot 14. Both of these areas will be well signed and well monitored to ensure compliance by all.

Please see info here to register your vehicle and find more important parking information:

<https://files.constantcontact.com/b656c2ca601/2f77c726-a044-4e4b-b295-c416ae6f9ce5.pdf>

### Customer Parking:

Customers of the Public Market will have up to 2 hour of free parking.

## Indemnity Agreement

### Hold Harmless Clause:

1. Vendor will indemnify and hold harmless Rainier Property Services, LLC, Point Ruston Phase II, Point Ruston, LLC, Point Ruston Owners Association and its respective directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to Vendor's participation in the Public Market arising out of the setup, sale, or supply of any products presented at the Public Market by Vendor, or the acts or omission of Vendor or any of its employees or agents, except those Claims caused solely and directly by the negligence of Rainier Property Services, LLC, Point Ruston Phase II, Point Ruston, LLC., Point Ruston Owners Association
2. Vendor agrees to, and hereby assumes, all liabilities and responsibilities, financial and otherwise, for Vendor's participation in and with the Public Market. In consideration of the services rendered by Rainier Property Services, LLC, Point Ruston Phase II, Point Ruston, LLC, Point Ruston Owners Association. Vendor waives any and all claims, actions, or demands of any nature, foreseen or unforeseen, that Vendor may have against Rainier Property Services, LLC, Point Ruston Phase II, Point Ruston, LLC, Point Ruston Owners Association. This Agreement is personal to Vendor and Vendor may not assign this agreement or any of its rights or obligations, in part or in full. Any such assignment by Vendor will be null and void.
3. The validity, interpretation, and performance of this Agreement shall be governed by the laws of Washington, without regard to conflicts of laws principles.
4. Any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the parties in a court located in Pierce County, Washington, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.
5. In the event of any litigation or other proceeding arising hereunder or between the parties, the prevailing party shall be entitled to recover attorney fees and other costs, including costs of appeal. For purposes of this agreement, "prevailing party" means the party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the arbitrator or court.

# Signature Page

I have read, understand and will abide by the Day Stall Rules and Guidelines.  
Please sign and return to the Public Market Manager.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date: