



**RENTAL RATES, GENERAL INFORMATION AND REQUIREMENTS FOR THE POP-UP PROGRAM**

**RENTAL RATES: (8/1/2019 – 11/30/2019 ONLY & RATES ARE SUBJECT TO CHANGE AT LANDLORD’S DISCRETION):**

Security & Cleaning Deposit – Due and payable on signing (refundable within 10 days of satisfactory inspection of space)	-	\$500.00
Weekend Rate (Friday, Saturday & Sunday)	-	\$500.00
Weekly Rate (7 consecutive days)	-	\$1,000.00
2-Week Rate (14 consecutive days)	-	\$2,000.00

Payment for Security & Cleaning Deposit as well as rental rate are due and payable upon signing of License Agreement. Failure to sign and/or remit payment promptly can result in immediate cancellation

**GENERAL INFORMATION:**

The intention of the Pop-Up program here at The Crossroads Carmel is to cultivate and encourage entrepreneurs, artisans and craft persons to share their talent and their merchandise with our community. TheSHOP@The Crossroads Carmel is a chance for those individuals to spend some time in a retail setting with minimal initial commitment, great exposure and reasonable costs. We are seeking interesting, additive and relatively unknown operators who currently do not have a brick and mortar store and reserve the right to refuse an application for an existing retail store located here on the Monterey Peninsula or other locations. Please be aware that final approval is at the sole and absolute discretion of The Crossroads Carmel.

Operators will be expected to respect all rules and regulations set forth for all retailers here at The Crossroads Carmel. Once you have been selected as an operator, you will be given a copy of the Tenant Manual which you will be expected to abide by during your stay with us.

**WHAT IS PROVIDED IN THE SPACE:**

Wi Fi, general lighting (you can bring in additional, temporary lighting i.e., lamps if you like), electricity, heating and air conditioning.

**OPERATORS RESPONSIBILITIES:**

Operators must be able to provide all fixtures and equipment needed to set up their store. This can include tables, racks, mannequins, smaller furniture and other items. There are no slat walls. We encourage creativity and fun in your store look, however, please keep it stylish and professional.

No nailing into the walls as you will be responsible for wall repairs when you vacate.

Operator signage must be professionally produced and can be installed inside the Premises or as part of window displays only. Maximum 2 signs. Handwritten or taped signs are not allowed.

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Operators will be allowed to access space 48 hours prior to the first day of their lease (possibly sooner if space is available).

Operators are responsible for all set-up, take-down and clean-up of the Premises.

**INSURANCE:**

Operators will be required to furnish business owner's insurance in order to operate within the Premises. Proof of Coverage should be included with the Application for Temporary Pop Up Lease. Once the application has been approved, then Operator shall provide appropriate Certificates of Insurance with respect to the temporary pop up location and naming any and all Additional Insureds as required by Landlord. Coverage is as follows:

Premises shall be covered by a "Causes of Loss - Special Form" property insurance policy in an amount equal to the replacement cost of such property. Operator shall also carry commercial general liability insurance written on an occurrence basis with policy limits of not less than One Million and No/100 Dollars (\$1,000,000) each occurrence. In addition, if Operator's use of the Premises includes any activity or matter that would be excluded from coverage under a commercial general liability policy, Operator shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require. Such commercial general liability insurance shall be (i) provided by an insurer or insurers who are approved to issue insurance policies in the State in which the Premises is located and have an A.M. Best financial strength rating of A- or better and financial size category of VII or larger, and (ii) shall be evidenced by a certificate delivered to Landlord on or prior to the Commencement Date stating that the coverage shall not be cancelled or materially altered without thirty (30) days advance written notice to Landlord. Operator shall be named as an additional insured on such policy together with, upon written request from Landlord, Landlord's mortgagee and Landlord's managing agent. All insurance policies required to be carried by Licensee hereunder shall be written as primary policies not contributing with and not in excess of coverage which Licensor may carry and shall not have a deductible in excess of a commercially reasonable amount.

**PROMOTION:**

The Crossroads Carmel will be featuring all operators in regular social media posts, a monthly calendar on The Crossroads Carmel website, on site signage, possible local print advertisement and links to operator's social media and/or website. Operators are expected to promote their schedule independently of The Crossroads Carmel's efforts.

**CLEAN UP OF PREMISES AND REFUND OF SECURITY & CLEANING DEPOSIT:**

Operator is responsible for keeping the Premises neat and clean at all times while they are in the Premises. After Operator has completed their term, cleaned and vacated the Premises, Landlord will inspect the Premises and if all is found to be in satisfactory condition, the Security & Cleaning Deposit will be refunded to the Operator accordingly and within 10 days from the date the inspection has been completed.