



### Project Overview

The Fulton Pop-Up Storefront Project is a one-day activity that will take place during the Fulton Street Party event. This project is curated by the Downtown Fresno Partnership (DFP) in an effort to match storefront opportunities along Fulton Street with local business owners and entrepreneurs interested in:

- Opening their business in downtown Fresno in the near future and/or
- Introducing an innovative use of a storefront in the Fulton Entertainment District, including pop-up shops, bars, restaurants, galleries, etc.

There are over 10 storefronts available on Fulton Street between Inyo and Merced; spaces range in size and character. Contact the Downtown Fresno Partnership for more information on storefront locations and sizes.

Due to limited spaces, we encourage all applicants to provide as much information as possible. Applications will be reviewed by DFP and will require final approval from the property owner.

**Application packets must be submitted to the DFP office, 845 Fulton Street or emailed to [chris@downtownfresno.org](mailto:chris@downtownfresno.org) no later than September 16 to be considered.**



[www.downtownfresno.org](http://www.downtownfresno.org)

**Application Process.** Application packets will be accepted until September 16, 2019. To be considered, you must submit a complete application packet including a Participant Form and Additional Items listed on Page 4. After your application packet is submitted, DFP will review and share your information with the property owner(s). The property owner(s) will then approve/decline your application. If your application is approved, you will be connected with the property owner/manager. You and the property owner/manager must coordinate dates/times to access the property for any inspection, clean up, and prep work. DFP is able to provide assistance (as needed).

**Participation Fees.** There is a \$500 fee to participate as a pop up

**Operations.** Once your application is approved and storefront space is confirmed, all participants must abide by the following requirements:

- Pop-up shops must be open for business and ready to operate from 1pm-11pm on Saturday, October 19.
- Clean your approved storefront **before** and **after** use. It is important to note these storefronts are not move-in ready spaces. DFP will connect you with the property owner to schedule access/entry to the space. ***\*There will be penalties if your space is not left empty and/or clean.***
- Provide your own equipment and furniture that best fits your business concept.
- No vehicles are allowed to park on Fulton Street during the duration of the event. Public parking is available at city-owned garages (visit [www.downtownfresno.org/parking](http://www.downtownfresno.org/parking)). You are encouraged to check with the property owner if parking is available behind your storefront.

**Food and Alcohol Requirements.** If selling food and/or serving alcohol, you must abide by the following requirements:

- Comply with the County of Fresno Department of Public Health regulations. Participants may be subject to inspection **during** the event.
- Submit a *Community Event Food Vendor Application* to DFP (included in this packet). If selling food, you are required per County of Fresno Department of Public Health regulations to have your food prepared at an approved commercial kitchen. For more information, please refer to the attached Public Health Packet or call (559)600-7629.
- If Public Health inspections occur during the event, you will be subject to a \$50 fee, payable to Downtown Fresno Partnership.
- Submit a copy of your approved one-day alcohol permit to DFP (*if applicable*). To apply for your one-day alcohol permit, visit [www.abc.ca.gov](http://www.abc.ca.gov) or visit the ABC District Office at 1330 B E. Shaw Ave, Fresno, CA 93710. You may be required by the Police Department to provide designated private security for your pop-up.
- You may activate the sidewalk outside your storefront by adding an outdoor patio and/or signage. Please allow a 10 ft clearance for pedestrians.
- Provide trash cans throughout your space. Larger trash bins will be located throughout Fulton Street for proper disposal after the event. Information on the location of trash bins will be provided the week of the event.

**Insurance Requirements.** All participating pop-ups must hold general liability insurance. You are required to name Downtown Fresno Partnership, City of Fresno and property owner(s) as additional insured.

Please submit the following items with your application packet. **Incomplete packets will not be considered for this project:**

- Participant Form (Page 4)
- Signed Hold Harmless Agreement (Page 5)
- Certificate of Liability Insurance, with Downtown Fresno Partnership, City of Fresno and property owner(s) listed as additional insured
- Copy of Business License
- Copy of One-Day Alcohol Permit (*if applicable*)
- County of Fresno Department of Public Health forms (*if applicable*)

Application deadline is Monday, **September 16<sup>th</sup>**.

#### Tentative Timeline

September 3	Applications opens
September 9	One-day alcohol permit applications must be submitted to the Dept. of ABC to ensure application review. If applications are submitted after this date, your chances of obtaining an approved permit decrease.
September 16	Last day to submit applications and required items to DFP
September 23	Application status will be provided to applicants
September 25 – October 18	Site tour, clean-up, space prep, etc.
September 27	Community event food vendor applications must be submitted to DFP
October 14 – 18	Move-in week (Temporary furniture and décor)
<b>October 19</b>	<b>Fulton Street Party Event!</b>

Business Name: \_\_\_\_\_

Website: \_\_\_\_\_ Social Media: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Describe your business and/or concept:  
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Is this an established business? If so, how long has it been established? Where is your business located?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many employees will be needed to run your pop-up? Please note, DFP cannot provide help during the event.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before considering the Fulton Pop-Up Storefront Project, were you considering opening your business in downtown Fresno?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide your top 3 storefronts for your pop-up (provide address). Storefronts are not guaranteed and will be selected based on business concept and fulfillment of requirements.  
#1: \_\_\_\_\_  
#2: \_\_\_\_\_  
#3: \_\_\_\_\_

This agreement is made between the Downtown Association of Fresno dba Downtown Fresno Partnership ("THE PARTNERSHIP"), a 501 (c) 6 Corporation, in conjunction with the City of Fresno ("CITY"), property owner ("OWNER") of \_\_\_\_\_

And \_\_\_\_\_ herein after referred to as Participant.

Participant, which for and in consideration of the privilege of participating and using a storefront space during the Fulton Street Party event for use to sell approved or promote said Participant pursuant to the policies and regulations governing said event, receipt of which is hereby acknowledged, hereby agrees and covenants to hold harmless, indemnify and defend THE PARTNERSHIP, CITY, and OWNER their officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by THE PARTNERSHIP, CITY or OWNER, Participant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen out of or in connection with Participant's involvement in the event.

Participant's obligations under the preceding sentence shall apply regardless of whether THE PARTNERSHIP, CITY, OWNER, or any of their officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of THE PARTNERSHIP, CITY, OWNER or any of their officers, officials, employees, agents or authorized volunteers.

Participant shall conduct all defenses at his/her/its sole cost. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Participant. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Participant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Participant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Participant, its officials, officers, employees, agents, volunteers or invitees.

THE PARTNERSHIP shall be reimbursed for all costs and attorney's fees incurred by THE PARTNERSHIP in enforcing this Agreement. CITY shall be reimbursed for all costs and attorney's fees incurred by CITY in enforcing this Agreement. OWNER shall be reimbursed for all costs and attorney's fees incurred by OWNER in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the event.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the THE PARTNERSHIP in conjunction with CITY, OWNER, and Participant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Participant or his/her authorized signatory.

DATED: \_\_\_\_\_  
Participant's Signature and Title

\_\_\_\_\_  
Address Telephone Number

DATED: \_\_\_\_\_  
Downtown Association of Fresno dba Downtown Fresno Partnership Representative Signature