

Eaton Rapids Community Market
2004 Vendor Contract

Name _____ MI Sales Tax # _____.

Address _____ Phone # _____.

City _____ State _____ Zip _____.

Email _____ 2nd Phone _____.

We encourage you to spend the entire season with us. I would like to reserve vendor space as follows:

	July 10	July 24	Aug 14	Sub-Totals
Booth Rent	\$ _____	\$ _____	\$ _____	\$ _____
Table Rent	\$ _____	\$ _____	\$ _____	\$ _____
Electric Booth	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
Amt. Paid	\$ _____	\$ _____	\$ _____	\$ _____
Due	\$ _____	\$ _____	\$ _____	\$ _____

	Aug 28	Sept 11	Sept 25	Sub-Totals
Booth Rent	\$ _____	\$ _____	\$ _____	\$ _____
Table Rent	\$ _____	\$ _____	\$ _____	\$ _____
Electric Booth	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
Amt. Paid	\$ _____	\$ _____	\$ _____	\$ _____
Due	\$ _____	\$ _____	\$ _____	\$ _____

Number of 20' x 20' spaces _____ @ \$30.00 each. Seasonal \$150.00

Number of 20' x 20' spaces w/electricity _____ @ \$35.00 each. Seasonal \$180.00

_____ I request extra large area for large vehicle, state size _____.

_____ I would like to rent tables (\$5.00 each): # _____.

I specialize in (give example): _____.

Notice: Two Adults per Booth, One Vehicle. If special circumstances require a second pass, make request in advance.
The management of this market shall assume no responsibility for injury to dealers or their employees while on the market grounds. The management also assumes no responsibility in any manner for damage, loss or theft of personal property or merchandise. We provide liability insurance but not for vendor booths. This must be secured by individual vendors. The management reserves no control over the area and operation within the vendor booths. The same being in the exclusive control of the vendors. No Refunds.

Credit Card # _____ Type _____ Exp.Date _____.

Check # _____ Date _____ Amount _____.

Eaton Rapids Community Market
Vendor Information

Seasonal Space: 20' x 20' space for 6 shows \$150.00
20' x 20' space for 6 shows with Electricity \$180.00
If paid by the season, void if season is not completed.

CANCELLATIONS will be dealt with on an individual basis.

If a second dealer shares a booth, he/she must sign a Contract and pay a \$25.00 fee.

2 ADULTS PER BOOTH: Unless you have an emergency.

VENDOR SPACE may be reserved by mailing contract and fees in full prior to desired show deadline. You will be confirmed by postcard or phone. Contracts should be mailed by June 1st.

Advanced vendor space fees can be paid at the information booth. Fees should be paid at the information booth for the upcoming show. Rent is due by the 8th day after each show. If your check is going to be late, call Kim at (517)663-8118 x 8109.

ADMISSION: To the public, 9:00 a.m. - 3:00 p.m. Gates will open at 8:00 a.m. for Vendors to set up.

DRIVE-IN UNLOADING: Please keep aisles and drives clear at all times.

PACKING: Be a professional. **No early packing.**

TABLES: We have a limited number of 5 ft. tables at \$5 each. Tables must be left in your area when you leave. Chairs are not furnished. **Tables \$7.00 each if ordered at show. It is each vendors responsibility to examine tables for proper operation before using.**

NO SHOWS: Management reserves the right to assign any booth not occupied by 8:15 a.m.

Return your contract with fees to: Eaton Rapids Community Market
Attn: Kim Byerly
200 S. Main Street
Eaton Rapids, MI 48827

If accepted as a vendor by Market Manager and in consideration of same, the undersigned hereby agrees to abide by the following conditions:

1. Neither the Manager, Owner, or City of Eaton Rapids, nor their agents or employees (collectively called "Operators") shall be responsible for any loss or damage to property (including vehicles, exhibits, equipment, inventory, structures, or any other personal property); or injury or death of vendor, or invitees, guests, agents or employees of vendor, or the public, resulting in whole or in part, directly or indirectly, from exhibitor's use of the premises which is the subject of this agreement, or the vendor being on the grounds of the City. If claim is made against the Operators, or if any of them shall be a party to any suit, investigation, or proceeding as a result, in whole or in part, directly or indirectly, from vendor's use of the premises or the vendor being on the grounds, the vendor shall defend, indemnify and hold the Operators harmless from any loss, expense (including attorney's fees) or damage of any kind.
2. That if said premises be destroyed by fire, wind, or an act of God, or if any cause whatever makes it impossible to have the above Eaton Rapids Community Market or if in the sole judgment of the Manager, the show should not be held for any reason, the lease agreement shall terminate and the vendor waives any claim for damages except the return of the rental fee.
3. In no case will any refund of rental fee be made once paid, except under the express conditions noted in item #2, above.
4. The Manager will provide no insurance on the property of the vendor or against the acts or omissions of the vendor, his agents and employees. All insurance for personal property and public liability, must be carried by the vendors. Vendors hereby relieve the Manager and the City of Eaton Rapids of all responsibility in connection with the safekeeping of vendors' property while said property is at this location, and while the vendor and his property are on the grounds of the Community Market. The vendor agrees to hold the *Manager and the* Eaton Rapids Community Market harmless from any liability arising out of the acts or omissions of the vendor, his agents or employees.
5. All fire regulations must be observed. There is **NO SMOKING** in vendor space. Anyone using electrical connection is required to use a multi-outlet strip with a circuit breaker and surge suppressor. Please bring your own extension cords. Dealers must stay in their designated booth area as per fire regulations.
6. Michigan State Sales Tax of 6% is applicable, all sales shall be recorded on sales slips with dealer name and address either printed or stamped, and the description of items sold. The State of Michigan requires that anyone doing business in Michigan have their own permanent Michigan sales tax license.
7. **Please if you must bring your pets, they must be locked in a cage or on a leash at all times.**
8. No distribution of advertising materials on the premises unless approved by the Manager
9. Each vendor will leave the condition of the premises equal to or better than found. This includes the removal of all rubbish. Damage to the structure or any part of the property or premises arising out of the acts or omissions of the vendor, his agents and employees will be paid by the vendor in full as determined by the Manager and the City of Eaton Rapids. The vendor is not to use any nails anywhere.

The vendor further agrees that exhibits must be in keeping with the family orientation of the Eaton Rapids Community Market. Any objects, be they paintings, prints, photos, posters, sculpture, carvings, and etc., that portray pornographic intent or any lascivious, immoral characteristics deemed unsuitable for families and young children, will not be exhibited. The Manager will be sole arbitrator.

Signed _____ Date _____
Print Name _____ Space # _____

Eaton Rapids
Community Market
Rules & Conditions

SET UP INSTRUCTIONS: You must arrive at the show by 8:00 a.m. and be set up prior to the opening of the Market at 9:00 a.m. We will not hold your space after 8:15 a.m. You must provide your own canopy, **TARPS WILL NOT BE ALLOWED.**

MARKET HOURS: 9:00 a.m. until 3:00 p.m. No packing until 3:00 p.m. We promise the public a full market no matter when they arrive.

MARKET TELEPHONE: #517-719-0294 Saturday 8:00 a.m. till 3:00 p.m. At all other times, use #517-663-8118 x 8109.

SPACE RENTAL: Spaces measure approximately 20' x 20'. The cost is \$30.00 per day or \$150.00 for the season. IF FULLY PAID IN ADVANCE.

FULL PAYMENT is required with the application contract. If you are booking month to month, and you wish to retain your current space, the application contract and payment MUST be in our office within FIVE days after the previous Market.

SPACE ASSIGNMENTS: To retain your current booth space for the entire season, your application and payment must be in our office within FIVE days after the previous Market. If your application is not on file by that date, your space could be assigned to someone else. No season contract will be accepted after June 20th. If you wish to change your current space location, Management will attempt to accommodate you and the earlier we receive your application, the greater the possibility of being assigned to the location requested.

RESERVING YOUR SPACE/MONTH TO MONTH: You have FIVE days after the Market to return your application and full payment to retain your space for the NEXT MARKET. If you skip a month, or are late with your payment, we CANNOT guarantee your space back. After the FIVE day period, spaces are assigned at our discretion.

PAYMENT BY CREDIT CARD: Mastercard, Visa, and Discover cards will be accepted in payment of space rent. If you wish to use your card to pay by mail or fax, be sure to include your entire card number, expiration date and your name as it appears on the card. If you reserve a space by phone and use your credit card for payment, a space is assigned to you, and you are expected to participate.

YOU ARE RESPONSIBLE FOR YOUR CHILD'S BEHAVIOR. All minors are expected to be under CLOSE supervision of their parents. No bicycles are allowed in the Market area at any time.

Admission is free. Market is held regardless of rain. Clean restrooms are available.