

THE AMERICAN LEGION

Post 108 - Cheverly



CHEVERLY AMERICAN LEGION POST 108 INC

Vendor Space Rental Agreement

This SPACE RENTAL AGREEMENT ("**Agreement**"), dated _____, 2021(date), is by and between CHEVERLY AMERICAN LEGION POST 108 INC ("**Licensor**") and _____ ("**Vendor**"). Licensor owns the Cheverly American Legion Post 108 Inc., located at 3608 Legion Drive, Cheverly, Maryland 20785 (the "**Post**"). Vendor desires to use two parking spaces in the rear of the Post (the "**Vendor Space**") on _____, 2021(date) for the purpose of selling, advertising, or otherwise promoting Vendor's goods or services during a flea market sponsored by the Post (the "**Event**"). The Vendor Space includes one parking space for a vehicle and an adjacent parking space for a tent or table.

The Event will open to the public at 8 a.m. and close at 2 p.m. EST. Vendors may begin setting up their tents/tables at 7.am. and must be fully cleared out of the Vendor Spaces by 3 p.m. The Post shall have the exclusive authority to sell food and drinks for onsite consumption during the Event.

In consideration of the terms and conditions set forth herein, and in exchange for payment of the fee set forth below, Licensor shall grant Vendor a limited and revocable license to use the Vendor Space on May 15, 2021, from 7 a.m. to 3 p.m. EST. Vendor shall pay a \$20 fee to Licensor to use the Vendor Space during the Event. Vendor may also rent a display table from Licensor for use during the Event for an additional fee of \$10. Vendor must return an executed copy of this Agreement to Licensor, along with the rental fee(s), prior to setting up their station or table.

Additionally, Vendor agrees to the adhere to the following rules established by the Licensor:

- 1) Vendor shall not occupy the Vendor Space prior to 7 a.m. on the day of the Event.
- 2) Vendor shall remove all items and trash connected with their activities from the Vendor Space by 3 p.m. on the day of the Event.

- 3) Vendor shall not sell or otherwise offer any food or beverage items intended for onsite consumption during the Event.
- 4) Vendor shall not knowingly offer for sale any counterfeit or copyrighted goods.
- 5) Vendor shall not offer for sale any firearms.
- 6) Vendor shall have any necessary registration and licensing required by local and state regulations.
- 7) Vendor shall follow all requirements regarding the collection and remittance of applicable state or local sales and use taxes.
- 8) Vendor agrees to indemnify, defend, and hold harmless Licensor from and against any loss, cost, or damage of any kind (including reasonable attorneys' fees) to the extent arising out of Vendor's breach of this Agreement and/or Vendor's negligence or willful misconduct.
- 9) Vendor shall follow all applicable federal, state, and local health guidelines, including social distancing and mask requirements.

VENDOR'S PRINTED NAME

VENDOR'S SIGNATURE

DATE