

2023 RETAIL VENDOR AGREEMENT

The vendor must submit a completed application to be considered. Applications are considered in the order that the application is received and based on availability.

VENDOR BOOTH DETAILS

Each vending booth will BE RESPONSIBLE FOR PROVIDING THEIR OWN:

- Pop-up tent (no larger than 10x10)
- Tables & chairs
- Signage (please refer to policies and procedures)

If you are approved as a vendor, please provide a high-resolution vector file of your logo to Vending Manager.

- Each retailer will receive and retain 100% of all revenues generated from vending.

The Showcase MUST approve all items and prices of goods vendors sell before the event. The vendor must complete a separate, detailed inventory form and be signed by the Showcase at least two weeks before the scheduled set-up date.

The Showcase reserves the right to deny the retailer the right to sell any item it deems unapproved, questionable, or inappropriate at any time.

Vendors located in designated areas are PROHIBITED TO SELL ANY FOOD OR BEVERAGES. Vendor MUST provide and maintain a fire extinguisher on site. Also, there is NO SMOKING in your tent, and you must post a "NO SMOKING" sign for the duration of the festival. Vendor may ONLY use UL-tested, approved outdoor lights, cords, connectors, and power strips.

As a vendor, your retail area must be opened by 10:00 AM daily. In addition, your designated vending area must be open continuously between 10:00 AM and 4:00 PM daily. Vending may continue to operate until 4:15 PM each day. No vending is permitted after 4:15 PM. Failure to open or close on time will subject the vendor to additional fees, late charges, or permanent closing of its operation.

The vendor cannot have any on-site sound system or music programming. Retailers can have stationary music devices with headphones only for the public to listen to products for merchandising purposes.

NO SOUND SYSTEMS ARE PERMITTED.

- Each vendor will be provided with a layout of the booth location, set-up times and dates, and all other relevant two weeks before the scheduled set-up date.
- Each vendor consents to DHHSHOWCASE® photographers/videographers capturing still photographs and video during the event of you, your staff, and your booth for promotional purposes only.

**Aptemal Clothing, LLC
Vendor Agreement**

Vendor Information:

Name (from now on "Vendor"):

Address:

City, State, Zip:

Phone:

Type of Merchandise to be sold:

This agreement between Aptemal Clothing, LLC and Vendor is for renting the following space(s) _____

Vendor Agrees to pay Aptemal Clothing, LLC _____ for the above space and other related services.

In addition, Vendor agrees to pay Aptemal Clothing LLC _____% of gross receipts plus all applicable taxes.

The vendor acknowledges receiving a copy of the Terms and Conditions of DHHSHOWCASE® and agrees that the terms and conditions are incorporated by reference.

Vendor agreement and Vendor shall strictly abide by such Terms and Conditions.

Vendor: _____

Date: _____

TERMS AND CONDITIONS OF VENDOR AGREEMENT WITH APTEMAL CLOTHING, LLC

Rentals & Reservation

Spaces are available on a first-come, first-served basis. Reservations are required to ensure there.

Payments

Cash or Venmo payments are accepted until one week before the event date. Your payment is required to reserve a spot. Credit, partial payment, or deferred payment is not permitted. There will be no refunds of paid rental for any reason. Reservation payments can be made ahead of time through Venmo (Please contact us for directions on how to do this) or by paying cash before the event. By making your rent payment, you acknowledge that such payment constitutes a binding agreement between APTEMAL CLOTHING, LLC, and Vendor. The vendor agrees to all DHHSHOWCASE® policies, terms, and conditions.

Policies

1. All vendors must keep their area clean and free of hazards. No one can leave or discard merchandise, boxes, or cartons on the flea market property. The vendor must remove all trash.
2. Vendors may not place items for display or sale outside their designated area or in any walkway or aisle. Aisles and walkways are to be kept clear for customer traffic.
3. All merchandise must be removed from spaces at the end of the rental period for which payment has been made.
4. Vendors will conduct themselves in a professional, courteous manner at all times. The use of loud, profane, or abusive language is not permitted. Any violators will be removed from the market and banned from future selling.
5. Vendors who reserve a spot and do not show up within 40 minutes of the opening time will forfeit their reservation, and the space may be rented on a first-come, first-serve basis. If space is available upon your arrival, we will make reasonable accommodations. However, any pre-paid reservation fee is forfeited if space is unavailable or you fail to appear for the event.
NO REFUNDS WILL BE GIVEN.
6. Vendor is responsible for carrying the appropriate insurance for their business.
7. Vendor is responsible for carrying the appropriate licensing for their business.
8. Vendors are responsible for collecting and reporting the appropriate sales tax where applicable.
9. Vendor agrees to indemnify and hold harmless APTEMAL CLOTHING, LLC from all claims for injury and damage to persons and/or property arising from or in any way related to Vendor'

rental of space from APTEMAL CLOTHING, LLC. The vendor assumes all risk and liability for injury, damage, or loss due to theft, accident, or negligence.

10. The agreement between APTEMAL CLOTHING, LLC and Vendor shall be construed in accordance with the laws of the State of Michigan.

11. Neither party may assign or transfer the Vendor agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

12. The Terms and Conditions as outlined in this document combined with the executed The vendor Agreement constitutes the entire agreement of the parties, and there are no other promises or conditions in any additional agreement, whether oral or in writing, concerning the the subject matter of this agreement. This agreement supersedes any prior written or oral contracts between the parties.

Prohibited Items

THE SALE OF FIREARMS, AMMUNITION, EXPLOSIVE MATERIALS, CHEMICALS, UNLAWFUL OR ILLEGAL ITEMS, LIVESTOCK, PETS, FIREWORKS, PIERCING OR ANY SERVICE THAT MAY BE DEEMED OFFENSIVE BY MANAGEMENT IS ADDITIONALLY STRICTLY PROHIBITED. MANAGEMENT RESERVES THE RIGHT TO HAVE ANY ITEM OR ITEMS ARE REMOVED FROM SALE AT ITS SOLE DISCRETION.

Upon signing this application by all parties listed below, the terms and conditions detailed in this document will become effective as an agreement between all parties. This agreement is binding from the date of the application approval as indicated.

Your Signature

Brendan Blumentritt for
DHHSHOWCASE®

Print Name

Date