Festival Flea Market Inc. Vendor Application and Agreement

MANDATORY FOR ALL VENDORS. If vendor refuses, he or she will not be permitted to vend.

Vendor's Name_____

Business Name (if applicable)_____

Address_____

City_____State_____ Zip Code_____

Phone #_____Cell#_____

Email_____

Description of Goods being sold_____

Vendor agrees NOT to leave trash behind. You must take everything with you when you leave.

Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to participate in the Flea Market, the Vendor:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE OR BRING ANY CLAIM AGAINST THE FESTIVAL FLEA MARKET INC. d/b/a SALEM FLEA MARKET, THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("RELEASEES") FOR ANY AND ALL CLAIMS, LIABILITY OR LOSS OR DAMAGE ON ACCOUNT OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OF THE VENDOR OR ANY ANOTHER INDIVIDUAL OR THIRD PARTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR NOT, WHILE THE VENDOR IS ON THE PREMISES OWNED OR OPERATED BY THE RELEASEES.

2. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES AND THEIR INSURANCE CARRIERS AND EACH OF THEM FROM ANY CLAIMS, LAWSUITS, LOSSES, LIABILITY, DAMAGE OR COSTS, INCLUDING ATTORNEYS' FEES, ASSERTED AGAINST THEM, WHETHER OR NOT THE DAMAGE OR LOSS IS A RESULT OF ANY NEGLIGENCE OR FAULT OF THE RELEASEES, THAT MAY INCUR DUE TO THE PRESENCE OF THE VENDOR ON THE PREMISES OWNED OR OPERATED BY THE RELEASEES. I FURTHER AGREE TO PAY ALL COSTS AND ATTORNEYS' FEES INCURRED IN INVESTIGATING AND DEFENDING A CLAIM OR LAWSUIT.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE WHETHER CAUSED BY OR DUE TO THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE WHILE ON THE PREMISES OWNED OR OPERATED BY THE RELEASEES.

The Undersigned Expressly Agrees that the Foregoing Release, Waiver And Indemnity Agreement is Intended to be as Broad and Inclusive as is Permitted by the Law of the State in Which the Flea Market is Conducted and that if Any Portion Thereof is Held Invalid, it is Agreed that the Balance Shall, Notwithstanding, Continue in Full Legal Force and Effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. THE UNDERSIGNED ACKNOWLEDGES THAT THEIR SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

The sale of counterfeit or knock-off goods (counterfeiting is criminally and civilly punishable under state and federal law by up to 10 years of imprisonment and $2,000,000 in fines) is **strictly prohibited.** Should vendor be caught selling these goods vendor will allow market management or investigators with market management oversight to search the stand and any storage containers, facilities, or vehicles used by the Vendor on Market's property for additional counterfeit goods and is requested to surrender those goods.

If any Vendor engages in the sale of counterfeit items while renting space at the Market, Vendor is solely responsible for their actions and consequences and Vendor may be reported to the authorities.

The sale of illegal items, prepared food or drink and or live animals is prohibited. Vendors must comply with all applicable local, state and federal laws.

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PRINT NAME HERE

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SIGN NAME HERE DATE