

Roads – Rails-N- Sales

AT

BLACK RIVER LANDING

421 Black River Landing

Lorain

Flea Market/ Car Show

September 25th, 2021

Rain Date September 26th

Sponsored by LGC 3855 Caboose Committee

CONTRACT

This agreement is made between the Lorain Growth Corporation Caboose Committee and Vendor for Flea Market Space. It will be held at Black River Landing, 421 Black River Lane, Lorain, Ohio on September 25th from 10 A.M. – 3 P.M. (Rain Date September 26th)

Upon execution of this agreement, vendor agrees to pay and has enclosed the space rental fee of \$25.00. Double space is available for \$50.00 This fee is for 10 x 12 ft. space rental only. All vendors must provide their own tables, chairs, etc.

There are **NO REFUNDS OR CREDITS IF THE VENDOR FAILS TO PARTICIPATE.**

Space fees are non-refundable, non-transferable and not dependent on perceived success of the vendor's experience in the event.

Vendors must also pay a refundable fee of \$25.00 guaranteeing the removal of all trash, debris, unsold items, etc. From their contracted space area at the close of the day. Exhibitors cannot use trash bins or dumpsters in the area.

In case of adverse weather, the committee will make the final decision on whether to cancel or postpone the day's activities. If the event is postponed to the Rain Date and you decide not to attend only the trash fee will be returned. If the committee decides to cancel the event all vendors will be called at the telephone number listed on the application and all fees will be returned.

In the case of Covid-19 restrictions, the decision to cancel will be made early enough so as not to cause the vendor undue expenses.

Vendor understands and acknowledges the LGC Caboose Committee does not guarantee exclusivity and that there may be other vendors promoting similar products on the same day of the event.

Vendor will not sell anything illegal, which shall include fireworks, ammunition or firearms. Any discovery of such goods will be reported to the local authority.

No items may be sold as concession items (food, drink, etc.). You, as the exhibitor may bring your personal food/drink for personal use. Refreshments and food will be available from food trucks.

Vendors can have excess to electricity but reserve asap because of availability. No cost.

Vendor will truthfully represent all items displayed or offered for sale. Vendor assumes all liability for their self, personal items, their vehicles, their property and indemnified and releases all liability from Lorain Growth Corporation, LGC Caboose Committee and Lorain Port Authority and any other sponsoring organizations, their employees, volunteers or their contractors, including but not limited to all claims, actions, damages and expenses in the connection with life or property or injury. CHILDREN MUST HAVE PARENTAL GUIDANCE AT ALL TIMES.

Vendors agree not to do early tear down until half hour before end of event.

Vendors will not infringe upon copyrighted or trademarked material of any entity.

Vendors agrees not to engage in free-food giveaway.

Vendor is solely responsible for collecting and remitting, as required by law, all state sales tax.

Vendors may not solicit customers other than from their reserved space. No unreasonable noise, disruptive or abusive behavior will be tolerated. Vendors must demonstrate professionalism at all times.

The LGC Caboose Committee will advertise in local papers, radio, internet, face book and will pre-printed flyers to hand out to promote the event. Part of your rental fee applies to this cost. We ask all vendors to post flyers in their home areas.

Space assignments and notification will be based on receipt and approval of required documents, information and payment. You may not change spaces unless approved by the committee.

This contract must be completed in its full contents to be valid. Signatures from both parties make this contract valid.

SET-UP/TEAR-DOWN INFORMATION

Event will be held on September 25, 2021 from 10:00 AM – 3:00 PM.

Vendors can set up as early as **8:00 AM**. Someone will be there to check you in and give (if not already notice notified) your assigned space. **Vendors may remove all supplies at space, but move car before opening.**

Tear down & clean-up may start one half hour before close of event. But, No cars will be allowed in vendors spaces before the close at **3:00 PM**.

We will follow all rules and suggestions set forth by the Lorain County Board of Health at the time of the event. We do request all vendors have hand sanitizer at each booth.

If you have any questions, please call Gail at 440-242-8439.

Please keep this information for your record.

RETURN THIS WITH PAYMENT

Roads, Rails & Sales

BLACK RIVER LANDING

September 25, 2021

Rain Date 26th

I have read and fully understand the contract for the LG Caboose Committee **Flea Market** and will abide by the terms of this contract.

Vendor

Date

Number of spaces_____ X \$25.00 Electric Yes__ No__ Refundable Deposit \$25.00

Refundable Deposit will be mailed after event to address enclosed.

Amount enclosed \$_____

Vendor will sell the following product(s).

E-Mail _____ Phone _____

Mailing Address_____

WAIVER: Vendor agrees to pay, indemnify and Lorain Growth Corp., LGC Caboose Committee and Lorain Port Authority and it's officials, representatives and agents harmless from any or all damages, loss or liability occurring by reason of an injury or any person or property occasioned by an act of omission, neglect or wrongdoing of the Vendor and any of its officers agents, representatives, guest, employees, invitees or persons contracting with Vendor and Vendor will, at his/her own expense defend and protect Lorain Growth Corp., LGC Caboose Committee and it's officials, employees representatives and agents against any and all such claims or demands which may claimed to have arisen as a result to or in connection with the occupancy or use of said premises by Vendor. Vendor shall be solely responsible for securing at their own expense whatever insurance coverage it may desire on the contents of the space leased by it from the Lorain Growth Corporation, LGC Caboose Committee and Lorain Port Authority.

Please return this contract and make payable to: LGC Caboose Committee
c/o 400 Day Drive
Lorain, Ohio 44052

Check, Money Order or Cash

Deadline: September 15, 2021