

# **Junk-In-The-Trunk Flea Market**

## **Vendor Agreement**

**ATTENTION ALL VENDORS: DO NOT PARK VEHICLES IN THE SALES AREA. VENDORS ARE NOT TO PARK IN SALES AREA UNLESS IT IS ON A SPACE YOU HAVE RENTED. PLEASE PARK IN PARKING AREAS ONLY.**

- Each \$20 single space is 12' wide by 18' deep.
- Spaces will be reserved once payment is received and is on a first-come, first served basis.
- Spaces are 100% payable in advance. All spaces must be reserved by Thursday, May 21st, 2015 to ensure placement. Reservations received after that time will be handled on a space available basis.
- Payment may be made by check, payable to WATC, or by credit card using PayPal. If sending check by mail, payment must be received and acknowledged by WATC no later than Thursday, May 21st.
- Payment by Vendor denotes acceptance of agreement terms.
- Clean, indoor bathroom facilities are provided.
- This is an outdoor flea market – it will be held rain or shine. No vendor refunds, no exceptions.
- There is no electricity available.
- Bring your own tables, chairs, umbrellas, canopies, etc. Make sure your umbrellas and canopies are weighed down in case of wind. **No nails, stakes or any material may be driven into the pavement.**
- Vendors are allowed to check in at the **South entrance** and move into spaces beginning 6:00 a.m. (NO EARLIER!) on the day of the Flea Market (Saturday, May 23, 2015). Flea market staff & volunteers will be there to assist with directions to assigned space.
- **Vendors must present their paid receipt upon arrival in order to enter the lot.** Receipt for payment must also be shown upon request by Flea Market staff once set up.
- Vehicles must be moved to parking areas immediately after unloading.
- Vendors should be set up and ready to sell by 8:00 a.m.
- Vendors need to stay at the Flea Market until 3:00 p.m. on Saturday.
- The Flea Market staff is NOT available for general use by vendors. Bring help with you to load and unload heavy or large objects. Our staff is not allowed to lift items.
- If you bring a pet (dogs only please), it must be in your presence and under your control **at all times** (either in a kennel or on a leash).
- All merchandise must be contained within the designated selling space. Do not set anything on space you have not rented.
- Sales from vendor vehicle/trailer: If the vendor wishes to sell directly from their vehicle or trailer, they may, provided that the vendor vehicle/trailer fits within that vendor space. If the vendor vehicle/trailer does not fit within the vendor space and the vendor wishes to have their vehicle at or next to their sales location, then additional vendor space must be rented to completely accommodate the vehicle at the \$20 per 12x18 booth rate.
- No vendor shall conduct business so as to interfere with or disturb others.
- You must leave your space clean and free of trash, boxes, packaging, or unsold merchandise. All items must be removed at the end of the Flea Market, no later than 5:30 p.m. on Saturday.

### **PROHIBITED ITEMS & ACTIVITIES:**

- WATC retains approval right of all items for sale to be offered under this agreement. It is agreed that any other matters not expressly provided for in this agreement will be at the sole discretion of WATC.
- No prepared food of any kind, including drinks may be sold. WATC food vendors (Food trucks) have exclusive rights for all food service and sales. No cooking is allowed;
- No fireworks;
- No display or sale of weapons: Guns, spring loaded knives, ammunition;
- No alcoholic beverages are allowed on the property for consumption or sale;
- No offensive materials - Adult books, magazines, videos or like material; no racist, anti-gender, or anything promoting violence and/or destruction.
- No drug-related items;
- No medicines or nutritional supplements;
- No nicotine products or e-cigarettes/related products;
- No games of chance, skill, or raffles;
- No counterfeit items or unlicensed merchandise;
- No sale or display of any other product/service that is in violation of any local, city, state or federal regulation or statute;
- No solicitation of vendors and shoppers and no distribution of fliers, handbills, etc.

For any violations of the above activities, we reserve the right to restrict and evict any seller, without refund, for non-compliance with rules & regulations as stated, or for a method of operation that distracts from the integrity of the event.

### **Hold Harmless Agreement**

The undersigned shall indemnify and hold harmless Wichita Area Technical College and its officers, employees, agents, servants, volunteers, and assigns from and against any and all claims, demands, actions, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damages to, loss, or destruction of any property, directly or indirectly arising out of, relating to or in connection with attendance at this event/vending by the undersigned, whether or not such claims, demands, actions, suits or proceedings are just, unjust, groundless, false, or fraudulent; and the undersigned shall and does hereby assume and agree to pay for the defense of all such claims, demands, actions, suits, and proceedings.

\_\_\_\_\_  
Vendor's Printed Name

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Phone Number