

Heritage Vintage Market

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ACCEPTANCE:

The applicant acknowledges decisions with request to applications, will be necessarily subjective and applicant specifically waives, releases, and holds harmless, Heritage Vintage Market aka HVM, from any actions, or damages arising out of an application denial.

SALE OR PURCHASE:

Heritage Vintage Market is not in any way responsible for the sale or purchase of items. Heritage Vintage Market is not responsible for enforcing the terms of any sales transactions between the vendors and customers who participate with Heritage Vintage Market.

CANCELLATION:

HVM has a no refund policy . Hvm reserves the exclusive right to Postpone, Cancel or change the date as Hvm deems necessary. Hvm has the exclusive right to offer make-up market dates. If a market make up date doesn't work for you. Hvm has the sole discretion in offering another date for make up as deemed compatible.

RIGHT TO PROHIBIT:

Heritage Vintage Market prohibits alcoholic beverages at the event, and reserves the right to prohibit any item in its sole and exclusive discretion deemed necessary to protect the general health, safety, reputation and welfare of the public including firearms, stun guns or any other weapons, or any other material deemed offensive to local community standards. Under no circumstance will anything political be allowed to be displayed by any vendor while on the grounds of the market or on any and all public pages on FB. Instagram or any other digital platform that is connected to the Heritage Vintage Market Brand.

INSURANCE

Heritage Vintage Market will not offer any insurance to any vendor that may participate. Vendors assume any and all liability and responsibility during and after said market. As the organizer of the market event Heritage Market will insure the event and grounds. In accordance with requirements made by local and state regulations.

FOOD VENDORS

Any and all food vendors that will prep and prepare food items on site must supply an up to date ServSafe certificate on the day of the event that Heritage Vintage Market will forward on to the local health department.

RESTROOMS Restrooms are available for use by all vendors and attendees.

SANITATION It is the responsibility of all vendors to keep their space CLEAN and to pick up any trash in there area during and after said event, there will be trash receptacles on the grounds, if for any reason that Heritage Vintage Market Staff is required to clean up a vendors space after tear down the vendor will be billed a 150.00 clean up fee.

Safety

Is the sole responsibility of the vendor to create a safe environment within their own space, to include securing any and all trip/fall hazards. Tents must be secured to ground and all displays must be secure in a way that they are safe and will not fall on vendors or patrons. Heritage Vintage Market will not be held responsible for setup teardown security or any other matter that relates to the vendor activities.

Release of Responsibility

Participation in the Heritage Vintage Market is at their own risk: risk can include Wind, Rain, Lightning, Floods, or any other act of god, by agreeing to this contract of service you also understand and release Heritage Vintage Market of any and all responsibility to also include but not limited to loss, theft, vandalism, to include vendors and customers alike. You as the vendor will be participating at your own risk.

By clicking agree in the online form all Vendors/Artist understands and agrees to all terms and conditions of said contract.

By clicking I agree in the online form you are agreeing that you ___ (also referred to as “Vendor” in the attached Agreement), acknowledge and understand, for myself and for my agents, representatives, heirs and assigns that, as a condition of being allowed by the Organizer and as a vendor participant in the privately operated Heritage Vintage Market at any and all events, the activities in which I may participate, may expose me to serious risks of (1) injury to my person or my property, or (2) liability for injury to other persons or other property arising wholly or partially from my vendor activity. With full knowledge of those risks, I request that I be permitted to participate in the Heritage Vintage Market. I further agree that I have carefully read and understand the attached Vendor Application and Agreement and agree to comply with all of its terms. I further agree that I fully intend that the Heritage Vintage Market have the benefits of the attached Agreement and this Exhibit A as a condition of my participation as a Vendor. In consideration for approving my application to participate as a Vendor at the Heritage Vintage Market, I, for myself and for my agents, representatives, heirs and assigns, do hereby agree, to the fullest extent allowed by law, to defend, indemnify and hold harmless, and further hereby do demise, release and forever discharge the Heritage Vintage Market organizer and any and all grounds or organization that may be in use, including its officials, officers, employees, agents, representatives and successors from and against any and all liabilities, losses, personal injury claims, wrongful death claims, property damage claims, suits, judgments, damages, costs, expenses, legal fees, and controversies of any kind at law and in equity, which may be asserted against the Heritage Market, which arise out of, or in any way are associated, directly or indirectly to my participation in or presence at the Heritage Vintage Market. The foregoing shall waive all causes of action, damages, claims and demands and forever discharge both

Heritage Vintage Market, including its officials, officers, employees, agents, representatives and successors from any and all claims, demands, liabilities, and controversies including costs and/or attorney fees, which may arise out of and/or are associated in anyway, directly or indirectly to the undersigned’s participation in or presence at the Heritage Vintage Market, whether involving injury to my person or property, or to the person or property of any third party. (By clicking agree on the online form you agree and acknowledge this waiver)

I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY REVIEWED THE ABOVE LANGUAGE AND UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS, AND THAT I HAVE SIGNED IT VOLUNTARILY FREE FROM DURESS OR UNDUE INFLUENCE, AND AFTER AN OPPORTUNITY TO ASK QUESTIONS AND AFTER BEING ADVISED AND GIVEN AN OPPORTUNITY TO SEEK THE ADVICE OF MY OWN ATTORNEY.