

## *Olde Heritage Vintage Market*

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Chelsea MI, 48118

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### **ACCEPTANCE:**

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

### **SALE OR PURCHASE:**

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

### **CANCELLATION:**

Refunds will be given/considered at the sole discretion of Olde Heritage Vintage Market. Please understand that if in the event that a refund has been issued, said vendor will no longer be allowed to participate in any future show/markets and removed from any and all of our groups and online web pages operated by Olde Heritage Vintage Market or Heritage Home Accents and Decor.

Refunds can only be returned back to the original card that was used during the original purchase. If for some reason the original card is no longer available for the refund, we must be informed prior to the refund being issued. In the event that the card is not available and we are informed, we can issue a check for the amount that will be refunded for an additional \$5.00. The vendor will incur a \$25.00 processing fee when and if a refund is issued.

### **RIGHT TO PROHIBIT:**

Olde Heritage Vintage Market prohibits alcoholic beverages at the event, and reserves the right to prohibit any item in its sole and exclusive discretion deems 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 market or on any and all public pages on FB. Instagram or any other digital platform that is connected to the Olde Heritage Vintage Market Brand.

### **INSURANCE**

Olde 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 Olde Heritage Market will insure the event and grounds. In accordance to 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 Olde 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 Olde 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. Tent must be secured to ground all displays must be secure in a way that they are safe and will not fall on vendors or patrons. Olde Heritage Vintage Market will not be held responsible for setup tear down security or any other matter that relates to the vendor activities.

**Release of Responsibility**

Participation in the Olde 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 Olde Heritage Vintage Market of any and all responsibly to also include but not limited to loss, theft, vandalism, to include vendors and customers alike. You as the vendor is 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.**

**WAIVER, RELEASE AND INDEMNITY AGREEMENT**

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 Olde 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 Olde 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 Olde 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 Olde 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 Olde 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 Olde Heritage Market, which arise out of, or in any way are associated, directly or indirectly to my participation in or presence at the Olde Heritage Vintage Market. The foregoing shall waive all causes of action, damages, claims and demands and forever discharge both Olde 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 Olde 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.**