

# Outdoor Flea Market Guidelines

**1. Booth Space:** Two parking lot spaces are provided as designated booth space. Vendors must pay for multiple spaces (limit 2) if their booth exceeds the two parking spaces. Canopies are strongly recommended, but not required. As this is an outdoor event, tables and chairs are **not** provided, vendors should bring their own. We reserve the right to relocate a vendor when necessary, even after a space has been assigned.

**2. Vehicles:** All booth spaces allow for one vehicle to park next to their booth. If the vehicle is larger than a normal parking space or if you are pulling a trailer, you will need to purchase another spot for your vehicle/trailer or park elsewhere. If you have an additional vehicle that would just like to unload items for you, they may pull up in front of your spot and unload all items and then immediately relocate. We highly suggest you unload from the additional vehicle first, so that they can relocate from the walkway in an adequate amount of time.

**3. Booth Operations:** All vendors must be selling or trading item/s that individuals can receive on-site at event. You must exhibit for the duration of the festival. Please note that for the safety and security for all, booths cannot be left unattended. Early closing is not permitted. Failure to adhere to the booth operations will result in vendors not being invited back to following year's event.

**4. Products:** All Vendors must be selling items that buyers can take home on site at the event, food & drink is prohibited unless it had been approved by the MCPD in advance, fresh produce is allowed with an additional Will County Health Department Application.

**5. Check In/Set up:** Vendor check-in begins **1.5** hours before the flea market start time and ends 30 minutes prior to event start. Vendors trying to check-in after the above check in time frame will be denied entrance to the event. Load-in/set-up times are provided in the confirmation letter sent to you prior to the event. This will be at the discretion of the MCDP staff.

**6. Inspections:** The MCPD reserves the right to inspect and prohibit any items that may be inappropriate for sale. Weapons of any kind are prohibited.

**7. Tear-down:** Each vendor is responsible for take down and cleanup of his/her booth. Early tear-down is NOT allowed under any circumstances. Those who tear down early will not be allowed back for future events.

**8. Trash Disposal:** Each space must be left clean throughout the event. Trash receptacles and bags will be provided at the event; however, each vendor must provide necessary trash receptacles and bags for garbage inside their booth. All garbage left behind will be subject to space cancellation for future Park events.

**9. Water & Electricity:** Unless otherwise specified, running water is **not** provided. Small portable generators are permitted on grounds as long as they are out of reach from event goers. Electricity is not provided by MCPD.

**10. Music:** The festival limits the playing of recorded or live music in your booth. All music must be pre-approved by MCPD staff.

**11. Laws:** Drilling in the grounds is not permitted. Violators will be subject to a fine and/or space cancellation by Mokena Park District.

**12. Product Responsibility:** If vendor products become un-sellable for any reason such as loss, damage or any other cause the Mokena Community Park District will not be held responsible.

# Outdoor Flea Market Terms & Conditions

**1. Exclusivity:** We do not provide guaranteed exclusivity to any vendor. The Mokena Community Park District has the right to not accept applications from vendors who are not selling appropriate items per the event.

**2. Contract Cancellation:** Mokena Park District reserves the right to cancel a vendor contract at any time for the good of the festival, by its sole discretion or by the direction of its legal representation.

**3. Refunds & Cancellations:** In the case of event cancellation, rain dates are not scheduled unless specified. If MCPD deems it necessary to cancel an event, program, or advertisement and the event is not rescheduled, there will be no refunds or credits given. If you cannot make the event for any reason, there are NO refunds or credits.

**4. Business Conduct:** Vendors and their employees must maintain the highest degree of professionalism in their booths and on the event grounds at all times.

**5. Indemnification:** Mokena Park District and Mokena Park District, employees, related festival providers of goods and services, or any participating sponsor will NOT be responsible for any injury, loss, or damage that may occur to the vendor, or to the vendor's employees or property from any cause whatsoever prior to, during or subsequent to the period covered by the vending contract; and the vendor signing this contract expressly releases all of the foresaid from, and agrees to indemnify each of them against any and all claims from such loss, damage or injury from participation in the event.

**6. Hold Harmless:** I as the vendor do hereby acknowledge by agreeing below, that I am an independent contractor and not an employee of the Mokena Community Park District; that I am not entitled to the benefits generally afforded employees of the Park District; nor am I eligible for workers compensation insurance. Furthermore, I agree to defend, indemnify and hold the Mokena Community Park District, Will and Cook Counties, Illinois, its Board of Commissioners, its Board members as individuals, and its employees free and harmless of any and all liability, costs and expenses (including attorneys' fees and costs) related in any way to threatened or actual court proceedings, lawsuits and damages involving injury to or death of any person or persons whosoever, caused by, connected with or arising directly or indirectly, wholly or in part, from any use or operation of the Park District premises resulting in any manner from the use authorization granted by the Board of Commissioners. It being further understood and agreed that the Mokena Community Park District assumes no obligation or responsibility in connection with the use of Park District buildings or grounds.

By signing this agreement, I hereby acknowledge and accept all of the flea market guidelines, by which will be considered a legal contract between me (Vendor) and the Event Producer (Mokena Community Park District) and therefore accept all terms and conditions of this agreement, including all rules and regulations and understand that I am legally bound by this agreement. Under all circumstances unless stated in the rules and regulations, there are no refunds.

Name: \_\_\_\_\_

Date: \_\_\_\_\_