

# Monroe Chester Sportsmen's Club - 2019 Flea Market Contract

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Monroe Chester Sportsmen's Club, herein after referred To as MCSC and \_\_\_\_\_,

herein after referred to as Vendor, with respect to said organization's Flea Market to be held on Saturday, April 27, 2019, from 8:30 AM to 2:00 PM on the grounds of the Monroe Chester Sportsmen's Club, on 224 Gibson Hill Rd., Chester, NY.

**Vendor agrees to rent \_\_\_\_\_ 13' x 15' Field Space(s) at \$25.00 each.**

**Vendor agrees to rent \_\_\_\_\_ 8' x 13' Club House Space(s) at \$35.00 each.**

1. Assignment to specific spaces is at the sole discretion of MCSC, and spaces may not be shared, sublet or otherwise transferred without express written permission from MCSC.
2. No tables, display materials or electrical connections are provided.
3. Vendor is responsible for the clean and orderly operation of the rented space(s) and for the cleanup and removal of any and all refuse generated therein.
4. Vendor may not display or distribute material of any kind outside the assigned space(s) and may not possess, display or distribute any material in violation of federal, state or local law or regulation.
5. Vendor is solely and completely responsible for compliance with all applicable safety, licensing, tax, firearm, or other laws and regulations, including instructions given by MCSC regarding parking, setup, display and conduct on the grounds of Monroe Chester Sportsmen's Club.
6. MCSC reserves the right to remove any item or to change the manner in which it is displayed.
7. No food or beverages of any kind may be sold or distributed without the express written permission of MCSC.
8. Pets and animals are not permitted on the grounds with the exception of service animals for the disabled, or as otherwise expressly permitted in writing by MCSC.
9. Vendor will provide for the prompt setup of the rented space(s) in time for the opening at 8:30 AM and will not dismantle their display before 2:00 PM except as directed by MCSC.
10. In the event of inclement weather, MCSC in its sole discretion will determine whether the Flea Market will remain open. If it closes, all vendors must leave as directed and no refund or credit will be issued, except as determined by MCSC in its sole discretion. Otherwise, vendor's property must be removed from the grounds by 4:30 PM.
11. Vendor agrees to hold harmless and indemnify MCSC and their officers, directors, members, employees, volunteers, agents, and representatives, from all liability, loss, claims, suits and/or judgments of any type arising from this agreement. Vendor further agrees that under no circumstances shall any entity mentioned above have any liability whatsoever for incidental or consequential loss or damages, or injury or death of any person, resulting from vendor's use of the grounds under this agreement.
12. Vendor agrees that its sole and exclusive remedy under this agreement for any reason shall be limited to the rental fee collected by MCSC. Vendor specifically waives any and all other rights or remedies which might be available in equity or in law, including the right to seek damages whether special, incidental, consequential or otherwise.
13. If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising from this agreement, the losing party shall pay the prevailing party's costs and expenses, including attorneys' fees and court costs.
14. The signatory for the vendor affirms that s/he has full authority to agree to the foregoing on behalf of the vendor and any and all individuals who enter the grounds on behalf of the vendor.

**Vendor** \_\_\_\_\_  
(Signature) (Printed name and title) (Date)

**MCSC.** \_\_\_\_\_  
(Signature) (Printed name and title) (Date)