

**WEST PALM BEACH ANTIQUE AND FLEA MARKET 2018-2019**  
**THESE ARE NEW. PLEASE READ CAREFULLY AND COMPLY**  
**INITIAL AND RETURN ONLY PAGE 1 AND 2**

The West Palm Beach Antique and Flea Market (the “market”) will be held EACH SAT from November 3, 2018 through May 18, 2019. **8:30 A.M. TO 2:00 P.M.** There will be no Market on March 30 and May 4.

ALL vendors, including those who have previously participated, must fill out the application. NO exceptions. There is NO exclusivity and we reserve the right to limit products. The goal is to provide customers with a wide selection of products and prices.

**PRODUCT ELIGIBILITY: ANTIQUES, VINTAGE, MID-CENTURY FURNITURE AND ACCESSORIES, “SMALLS” BUT NO JUNK, ART, FASHION BY LOCAL ARTISANS AND DESIGNERS, UNIQUE NEW BUSINESS PRODUCTS, AND AN APPROVED SELECTION OF JEWELRY. WE RESERVE THE RIGHT TO LIMIT JEWELRY VENDORS. ALL ITEMS MUST BE PRESENTED PROPERLY. NO FOOD, FLOWERS OR PLANTS.**

Applications will be reviewed for types of goods sold and may be rejected if not suitable for the event. Describe vending history, products, new or vintage, other markets, websites. Send pictures. EMAIL ADDRESSES MUST BE READABLE PLEASE PRINT.

**A WHITE TENT WITH TIE-DOWNS IS REQUIRED. THERE ARE NO EXCEPTIONS.** There is **NO SHARING** of booth spaces. Tables must be properly covered. All booths are approximately 10’ X 10’. We will be setting up back to back in the middle of the 300 block of Clematis which has just been reconstructed by the City so cooperation is required. Access to the site will be established as we get closer to the opening date. Please comply as we must follow procedures for set up and break down.

There are two choices for tent setup. **If you want a porter to set up and take down your tent, the cost is \$10 payable directly to the porters at set up.** That includes set up and take down. If you don’t need assistance with your tent but want assistance with loading and unloading of boxes or other items, other than your tent, the porters will help **after finishing with all tents** and compensation is suggested. If you have any questions, see Ray or me. If your tent is damaged, please get it fixed or get a new one. There is no ability to tie to fences or light poles etc. and no one will be permitted to set up with broken tents, WEIGHTS ARE MANDATORY. If you don’t tie your tent down and it blows into a person’s business, the responsibility is yours as a vendor. \_\_\_\_\_ (initial here)

**READ CAREFULLY AND COMPLY** **The opening date is November 3.** To participate, a vendor must commit to at least 3 shows in a month at a time. Payments must be made on or before the Wednesday before the first Saturday of every month for the upcoming month. For the first month, payment is due on Wednesday, October 31. Payment must be made by cash or check. Credit cards are accepted with \$5.00 processing fee. **Checks are payable to: “1<sup>st</sup> CHOICE ANTIQUES”.** **DO NOT MAKE CHECKS PAYABLE TO ANYONE ELSE.** No funds will be collected at the show unless you are paying for the following month. PAYMENTS can be made in person from 9:30 a.m. to 5:00 p.m. Mon-Fri or mailed to: **1<sup>st</sup> CHOICE ANTIQUES**, 105 S. Narcissus Avenue Suite 200 West Palm Beach, FL 33401. ANY RETURNED CHECKS WILL BE SUBJECT TO A \$25 FEE AND THE VENDOR WILL BE REQUIRED TO PAY BY CASH IN ADVANCE OR EXCLUDED.  
**No payments, no set-up, no exceptions.** \_\_\_\_\_ (initial)

The NEW web site is wpbantiqueandfleamarket.com.

The West Palm Beach Antique and Flea Market blog: wpbantiqueandflea.wordpress.com;

The phone number: 561-670-7473. **NO OTHER PHONE NUMBER IS TO BE USED.**

The email address is: wpbantiqueandflea@gmail.com **NO OTHER EMAIL IS TO BE USED**

The Twitter account is @wpbafmarket;

The Facebook is west palm beach antique and flea market.

**I have read the rules and regulations accompanying this application and I agree to comply with the contents**

**initial here**

**2018-2019 VENDOR APPLICATION AND CONTRACT**

**PLEASE PRINT CLEARLY AND INCLUDE YOUR CATEGORY  
PAYMENT IS REQUIRED AS SET OUT ABOVE WHEN SUBMITTING THIS  
APPLICATION. IF YOU ARE NOT SIGNED UP AND PAID ACCORDING TO THIS  
CONTRACT, YOU WILL NOT BE PERMITTED TO SET UP. NO EXCEPTIONS. NO  
FUNDS WILL BE COLLECTED AT THE MARKET.**

PRINT NAME: \_\_\_\_\_

BUSINESS NAME(S): \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY STATE ZIP

PHONE: (\_\_\_\_\_) \_\_\_\_\_

**EMAIL ADDRESS: PRINT SO I CAN READ IT** \_\_\_\_\_

WEBSITE: www.\_\_\_\_\_ CATEGORY: \_\_\_\_\_

**NOVEMBER FEE IS DUE WITH THIS APPLICATION. NO EXCUSES OR EXCEPTIONS.**

Vendor Fee: 3 weeks: \$180 4 weeks \$240.00 5 weeks \$300.00 casual \$70/ week

SEE CALENDAR ON LAST PAGE, MARK THOSE YOU WILL ATTEND. RETURN WITH APP.

**ABSENT EXTREME CONDITIONS THERE WILL BE NO CANCELLATION BECAUSE OF  
RAIN OR POTENTIAL WEATHER UNTIL 9AM ON THE DAY OF THE MARKET. IF A  
MARKET IS CANCELLED BECAUSE OF WEATHER, THERE WILL BE 50% CREDIT FOR  
A FUTURE MARKET. NO CASH REFUNDS. CREDIT ONLY. **INITIAL** \_\_\_\_\_**

**AGREEMENT**

1. I have read and understand the terms and conditions contained in this **application/contract.** I have also reviewed and signed each of the “Market” **rules and regulations.** I agree to abide by the rules and regulations. Further, I understand that any violations of these rules and regulations will cause immediate revocation of my Market license and there will be no refund.
2. I agree to sell only approved products and not to violate any Trademark or copyright restrictions.
3. **I acknowledge full responsibility for all my activities and actions at the Market and for those employed or assisting me and I agree to defend, hold harmless and indemnify the Market from any liability, cost, damage or expense, including reasonable attorney’s fees, which arise from my participation in the Market or use of the vendor’s space. I will always act professionally with everyone at the Market or my participation may be terminated.**

4. I accept responsibility for payment of all fees required to participate in the Market. I acknowledge that there will be **NO REIMBURSEMENT OR CREDIT** for any fees pre-paid if I decide to no longer participate at the Market, I am banned from the Market OR, ABSENT VERIFIABLE CIRCUMSTANCES, I CHOOSE TO NOT ATTEND ANY WEEKLY MARKET.
- 5 I acknowledge that this agreement is a license and that it can be terminated at any time. I have no leasehold, easement or other interest in the space assigned to me at any time.

## **RULES, REGULATIONS, TERMS AND CONDITIONS**

**IMPORTANT:** EACH ITEM MUST BE SIGNED TO ACKNOWLEDGE YOUR AGREEMENT TO COMPLY. PLEASE RETURN PAGE 2 ONLY AND KEEP A COPY FOR YOUR RECORDS.

### **1. VENDOR EQUIPMENT**

It is the vendor's responsibility to supply a WHITE tent (NO EXCEPTIONS) and tent weights (mandatory – minimum of four 20 lb. weights), tables, AND garbage bag. Appropriate table covers are required. **Vendor must clean up at the end of the day and remove all garbage, broken items and food. IF YOU DON'T CLEAN UP WE WILL KNOW WHO YOU ARE AND YOU WON'T BE INVITED BACK. WE ARE NOT YOUR MAID.**

### **2. VENDOR BOOTH SPACE**

Seasonal vendors will be assigned a space for the season. Other vendors may be subject to relocation. We will make every effort to keep all vendors at their assigned locations throughout the season. ANY VENDOR MAY BE RELOCATED AT THE DISCRETION OF THE MANAGER.

**No sharing of space is permitted.** Violators will be terminated. **Vendor's products and set-up must not be placed beyond booth space boundaries.** We are setting up back to back and the spaces between tents in the rear will be minimal. As a result of the width of Clematis Street and the new configuration, vendors must be prompt for set-up and clean-up. PLEASE BE MINDFUL OF THE OTHER VENDORS NEEDS. DON'T SPREAD YOUR MERCHANDISE BEYOND THE DEPTH ALLOTTED SO CARS AND BUYERS CAN GET BY. THE BARRIERS WILL GO UP AT 8:30 SHARP AND COME DOWN AT 2:00. NOT BEFORE. PORTERS ARE AVAILABLE TO ASSIST WITH TENTS AND TABLES AS EXPLAINED ABOVE. PLEASE COMPENSATE YOUR PORTER. THEY DON'T WORK FOR FREE. THE MARKET IS NOT RESPONSIBLE FOR ANY ITEMS BROKEN DURING SET UP OR BREAKDOWN.

**3. FREE PARKING IS AVAILABLE IN THE DATURA STREET GARAGE AND STANDARD PARKING IS AVAILABLE IN THE NEW CITY HALL GARAGE ACROSS FROM THE SITE. IT ACCEPTS HIGH PROFILE VEHICLES. ASK A MANAGER IF YOU HAVE A QUESTION. THERE IS A PRIVATE PAY SURFACE LOT AT DIXIE AND CLEMATIS. PARKING ANY OTHER PLACE IS AT YOUR RISK OR COST. THE MARKET WON'T PAY TICKETS. NOTE: THE OLD CITY HALL GARAGE NEAR THE OLD SITE IS AVAILABLE BUT EVERYONE WHO USES IT MUST PAY.**

### **4. SET-UP / BREAKDOWN / CLEAN-UP**

Set up begins at 6:00am. **IF YOU HAVE NOT PAID, YOU WILL NOT BE ALLOWED TO SET UP. NO EXCEPTIONS.** EVERYONE MUST CHECK IN WITH THE MANAGER UPON ARRIVAL AS WE ARE IN A NEW LOCATION. Every vendor MUST be completely set-up by 8:30 AM. All vehicles MUST BE REMOVED BY 7:30 AM, and booth fully operational and displayed. No vehicles will be allowed on-site after 7:30 AM. **BREAKDOWN STARTS at 2:00 PM,** subject to people still buying on site. Even if vendor sells out, the vendor must remain in vendor's booth until 2:00 PM. Breakdown before 2:00 PM may result in permanent expulsion from the West Palm Beach Antique and Flea Market. **AS A RESULT OF NEW SET UP, YOU MUST DRIVE IN, UNLOAD AND MOVE**

**YOUR VEHICLE AT BREAKDOWN, YOU MUST BE BOXED UP BEFORE LOADING YOUR VEHICLE. NO EXCEPTIONS.**

**5. CLEAN-UP – Every item you bring or use must be removed by you, even broken and discarded items. No debris, boxes, packing material, broken glass or discarded items, food items, customer items or other material shall be left behind. Garbage bags must be REMOVED by the Vendor. DO NOT USE THE GARBAGE CANS ON CLEMATIS STREET UNDER ANY CIRCUMSTANCES. Cardboard boxes must be removed. Failure to comply with any of these clean-up rules will result in a \$100.00 fine per instance in addition to any cleaning fees paid to the Porters which must be paid before the next Market. Multiple fines will result in expulsion from the Market. THE \$100.00 FINE IS THE AMOUNT CHARGED BY THE CITY PER VIOLATION.**

**WE ARE IN A NEW LOCATION ON A CLEAN NEW STREET WITH BUSINESSES ON BOTH SIDES. THE MERCHANTS HAD TO SIGN OFF ON THE SHOW. IF THEY COMPLAIN, WE WILL BE CLOSED DOWN. BE MINDFUL. IF YOU ARE HUNGRY OR THIRSTY, USE THE RESTAURANTS. THEY WILL APPRECIATE IT. THEIR RESTROOMS ARE FOR PATRONS. THE CITY HALL LIBRARY ACROSS DIXIE IS OPEN AND HAS RESTROOMS.**

**6. VEHICLE REGULATIONS**

No moving vehicles (cars, vans, trucks) are allowed on the site during 8:30 AM to 2:00 PM. In the event of rain during the market, which requires closing of the Market, the Manager will make the determination when cars, vans or trucks will be allowed on site. Street barriers must never be moved after the beginning of any Market or before the end of the Market. Danger to patrons and vendors will prohibit future participation. WE WILL ENTER FROM THE SAME DIRECTION AS THE MORNING SET UP.

**7. CANCELLATION POLICY – RAIN**

In most cases the Market will not cancel in advance of a Saturday. Market staff will make the decision to cancel on site Saturday morning due to inclement weather but no earlier than 9:00AM. Exceptions to the rule may include known weather related or extreme acts of nature. Safety is the Market's utmost concern. You may call the Market hotline at 561-670-7473 AFTER 6:00 AM each Saturday. Once the market commences, there is no credit for any early breakdown resulting from inclement weather. Bring tarps if you have concern.

Vendors are required to call the mobile phone Friday night by 9:00PM if a VERIFIABLE emergency prevents attendance so that management can rearrange booths. **Failure to attend for any reason does NOT result in any credit for future markets.**

Absence for TWO CONSECUTIVE Saturdays will result in loss of any designated space.

**8. MISCELLANEOUS RULES**

- No sales, use or possession of alcoholic beverages, food for sale or firearms is permitted.
- Vendors are responsible for collecting and remitting their own sales tax.
- Rules are subject to change without advance notice.
- Unless pre-approved, no vendor business flyers/promotional materials can be distributed except business cards.
- **Vendors are responsible for damages to any person or business location caused by the vendor's negligence, including flying tents. Securing of individual Insurance is advised.**
- **OTHER THAN FOR SET UP OR TAKE DOWN OF TENTS, THE PORTERS WORK FOR TIPS. IF YOU NEED THEM OR USE THEM, PAY THEM.**

## **ENFORCEMENT OF RULES**

- 1. Management is responsible for enforcing the rules. Continued violation will result in expulsion from the Market with no reimbursement of fees paid and no future participation.**
- 2. Complaints regarding product legitimacy, operational detail or conduct of another vendor must be submitted in writing to the Market management for resolution.**

**I understand the enforcement of rules AND WILL COMPLY \_\_\_\_\_. (INITIAL) IF YOU FAIL TO COMPLY YOU WILL NOT BE INVITED BACK AND INVITED TO LEAVE.**

**IN AN EFFORT TO REDUCE PAPER WORK, THE ONLY PAGES NECESSARY TO RETURN ARE PAGES 1 AND 2. THESE PAGES CAN BE SCANNED TO ME IN CARE OF THE MARKET EMAIL ADDRESS. WHEN YOU INITIAL PAGE ONE, YOU WILL BE HELD ACCOUNTABLE FOR HAVING READ THE RULES AND REGULATIONS.**

## **WEST PALM BEACH ANTIQUE AND FLEA MARKET SCHEDULE**

**November 3, 10, 17, 24**

**December 1, 8, 15, 22, 29**

**January 5, 12, 19, 26**

**February 2, 9, 16, 23**

**March 2, 9, 16, 23, - No Market March 30 during the Boat Show**

**April 6, 13, 20, 27**

**May 11, 18 – No Market May 4 during SunFest**

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