

2019-2020 WEST PALM BEACH ANTIQUE AND FLEA MARKET

INITIAL AND RETURN ONLY PAGE 2

The West Palm Beach Antique and Flea Market (the “Market”) will be held EACH SAT from **8:30 A.M. TO 2:00 P.M** starting OCTOBER 5, 2019 until May 16, 2020 except October 26 (Moonfest), March 28 (Boat Show) and May 2 (SunFest). This is the Market’s 10th Anniversary. We will have events in which all Vendors will be expected to participate. More information to follow.

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, CRAFTS BY LOCAL ARTISANS AND DESIGNERS, UNIQUE NEW BUSINESS PRODUCTS, AND AN APPROVED SELECTION OF JEWELRY. WE RESERVE THE RIGHT TO LIMIT JEWELRY VENDORS. IF YOU SELL ANY JEWELRY YOU WILL BE CONSIDERED A JEWELRY DEALER. IF YOU SIGN UP TO SELL ONE CATEGORY AND BEGIN TO SELL JEWELRY, YOU WILL BE PLACED ON A WAITING LIST FOR FUTURE SHOWS AND WILL LOSE YOUR PERMANENT LOCATION. 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 or if not described correctly. Describe vending history, products, new or vintage, other markets, websites, etc. Send pictures. EMAIL ADDRESS REQUIRED AND MUST BE READABLE. PLEASE PRINT.

A WHITE TENT WITH TIE-DOWNS IS REQUIRED. THERE ARE NO EXCEPTIONS. There is **NO SHARING** of 10’ X 10’ booth spaces. Tables must be properly covered. **VENDORS ARE NOT PERMITTED TO USE CLEMATIS STREET DRESSING ROOMS OR BATHROOMS FOR TRYING ON CLOTHES. IF YOU SELL CLOTHES, GET A PORTABLE UNIT OR SHARE WITH OTHER VENDORS. DO NOT BLOCK RESTAURANT SIDEWALK TABLES.**

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 reasonable compensation is required. If you have any questions, see Ray or me. If your tent is damaged, please get it fixed or get a new one before the show. 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 weight your tent and it blows away, the responsibility is yours as a vendor. _____INITIAL.

READ CAREFULLY AND COMPLY The opening date is October 5. To participate and get a permanent spot, a vendor must commit to at least 3 shows in a month at a time. Payments must be made on or before the last Saturday of the month for the upcoming month. For the first month, payment is due by Wednesday, September 25. Payment must be made by cash or check. Credit cards are accepted with \$5.00 processing fee. **Checks are payable to: “1st CHOICE ANTIQUES”.** **DO NOT MAKE CHECKS PAYABLE TO ANYONE ELSE. PAYMENTS can be made in person from 9:30 a.m. to 5:00 p.m. Mon-Fri or mailed to: 1st CHOICE ANTIQUES, 105 S. NARCISSUS AVENUE, SUITE 200 W.P.B., FL 33401. YOU ARE RESPONSIBLE IF CHECKS DON’T ARRIVE TIMELY.** 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 funds will be collected at the show unless you are paying for the following month.**
No payments, no set-up, no exceptions. _____ **(Initial)**

The 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

2019-2020 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: (_____) _____ CATEGORY: _____

EMAIL: PRINT SO I CAN READ IT: _____

WEBSITE: www._____

OCTOBER FEES ARE DUE WITH THIS APPLICATION BY 9/25. NO EXCUSES OR EXCEPTIONS.

Vendor Fee: 3 weeks: \$210 4 weeks \$280.00 5 weeks \$350.00 SEE CALENDAR ON LAST PAGE. MARK THOSE YOU WILL ATTEND AND RETURN WITH APPLICATION.

IMPORTANT

ABSENT EXTREME CONDITIONS THERE WILL BE NO CANCELLATION BECAUSE OF RAIN OR POTENTIAL WEATHER UNTIL 9AM ON THE DAY OF THE MARKET. JUST BECAUSE IT IS RAINING WHERE YOU ARE, IT MAY NOT BE RAINING ON CLEMATIS STREET. BRING TARPS IF YOU HAVE A CONCERN. IF WE CANCEL A MARKET AT 9AM OR BEFORE BECAUSE OF WEATHER, THERE WILL BE CREDIT FOR A FUTURE MARKET. NO CASH REFUNDS. CREDIT ONLY. IF WE OPEN AND IT RAINS DURING THE MARKET, NO CREDIT. CALL THE MARKET AT 561-670-7473 FOR ACCURATE INFORMATION. DO NOT RELY ON OTHERS. INITIAL _____

EVERY VENDOR GETS 1 FREE PRE-APPROVED "PERSONAL ROLL OVER" PER SEASON SO SAVE IT UNTIL IT'S NEEDED. Vendors are required to call the market number before Friday night by 8:00PM if a VERIFIABLE emergency prevents attendance so that management can rearrange booths. Without calling, failure to attend for any reason does NOT result in any credit for future markets. INITIAL _____

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. 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 and acknowledge that 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, if 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: BY SUBMITTING YOUR APPLICATION, YOU ACKNOWLEDGE YOUR AGREEMENT TO COMPLY. **PLEASE RETURN PAGE 2 ONLY.** 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 (MINIMUM 3 Shows per month) 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.** ALL Vendors must be prepared to sell from all 4 sides to accommodate sidewalk buyers. Spaces between tents will be minimal. As a result of the width of Clematis Street, 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 AFTER 2:00. NOT BEFORE. PORTERS ARE AVAILABLE TO ASSIST WITH TENTS AND TABLES AS EXPLAINED ABOVE. PLEASE COMPENSATE THE PORTERS. 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 RAY OR BILL 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 A FLAT FEE. SEE THE ATTACHED MAP. KEEP IT.

4. SET-UP / BREAKDOWN / CLEAN-UP

Set up begins after 5:00am. **IF YOU HAVE NOT PAID, YOU WILL NOT BE ALLOWED TO SET UP. NO EXCEPTIONS.** EVERYONE MUST CHECK IN WITH RAY OR BILL UPON ARRIVAL. 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 and we must clear the street by 4PM.** 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. **VENDORS MUST DRIVE IN, UNLOAD AND MOVE YOUR VEHICLE AT SET UP. 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. 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.

THE MERCHANTS ON CLEMATIS AGREED TO ALLOW THE MARKET. 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 THEIR PATRONS. THE CITY HALL LIBRARY ACROSS DIXIE IS OPEN AND HAS RESTROOMS. DO NOT USE MERCHANTS' BATHROOMS OR DRESSING ROOMS FOR YOUR CUSTOMERS. GET A PORTABLE OR SHARE WITH ANOTHER VENDOR. DO NOT BLOCK RESTAURANT TABLES AND CHAIRS WITH YOUR SETUP.

6. VEHICLE REGULATIONS

In the event of rain 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 ENTER FROM THE EAST AND DEPART TO THE EAST.

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

8. MISCELLANEOUS RULES WHICH ARE SUBJECT TO CHANGE WITHOUT NOTICE.

- 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.
- Unless pre-approved, no vendor business flyers/promotional materials 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 PAGE NECESSARY TO RETURN IS PAGE 2 WHICH CAN BE SCANNED TO ME IN CARE OF THE MARKET EMAIL ADDRESS. WHEN YOU SUBMIT THE APPLICATION, YOU WILL BE HELD ACCOUNTABLE FOR HAVING READ AND CONSENTED TO THE ENTIRE AGREEMENT AND THE RULES AND REGULATIONS.

WEST PALM BEACH ANTIQUE AND FLEA MARKET SCHEDULE

Saturdays, October 5, 2019 thru April 25, 2020, 8:30 am - 2:00 pm

October 5, 12, 19 – No Market October 26 during Moonfest

November 2, 9, 16, 23, 30

December 7, 14, 21, 28

January 4, 11, 18, 25

February 1, 8, 15, 22, 29

March 7, 14, 21 - No Market March 28 during the Boat Show

April 4, 11, 18, 25

May TBD