



Vendor Event Waiver

Event Date(s): May 17 and May 18, 2025

This Vendor Waiver Agreement ("Agreement") is entered into by and between **Emporium Flea Markets**, hereafter referred to as "Organizer," and

_____, hereafter, referred to as "Vendor," for participation in the **1101 Under The Sky Marketplace** ("Event").

By signing this Agreement, the Vendor agrees to the following terms and conditions:

1. **Compliance:** The Vendor agrees to comply with all applicable federal, state, and local laws, ordinances, and regulations, as well as the policies and guidelines set forth by the Organizer for the Event.
2. **Liability:** Vendor assumes all risk of loss, injury, theft, or damage of any kind to any property of the Vendor or any personal injury or other damage incurred by Vendor while on the premises of the Event location and agrees to hold harmless the Organizer from any liabilities, damages, expenses, claims, or judgments arising out of Vendor's participation in the Event.
3. **Set-up and Tear-down:** The Vendor is responsible for the complete set-up and tear-down of their booth space. The Vendor agrees to adhere to the set-up [Set up Time] and tear-down [Tear Down] times and dates specified by the Organizer.
4. **Space Assignment:** The Organizer will assign booth Space based upon first to pay when registering for a spot. The Vendor agrees to accept the designated space and to remain within the allotted space while conducting business.
5. **Conduct:** The Vendor agrees to conduct business in a manner that positively reflects on the Event and its participants. The Organizer reserves the right to remove any Vendor not adhering to the expected standards of conduct without a refund.
6. **Cancellation:** If the Vendor needs to cancel their participation, they must do so in writing by 3 days before the Event) There is no refund available for cancellations.
7. **Force Majeure:** Neither party shall be held responsible for any delay or failure in performance caused by acts of God (or natural disasters), war, or any other cause beyond its reasonable control.
8. **Governing Law:** This Agreement shall be governed by the laws of the Indiana and ordinances of [Location] where the Event is held.

By signing below, the Vendor acknowledges they have read, understand, and agree to the terms and conditions of this Agreement.

Vendor Name (Print): _____

Check Day : For May 17 ☐ May 18 ☐ Paid \$_____ on: Date: ____/____/____

Vendor Signature: _____

Organizer Name : Emporium Flea Markets

Organizer Representative Signature: _____ Date: ____/____/____

Emporium Flea Markets Manager