

2022 Providence Flea Vendor Agreement

Please read this Agreement in full. Contact us with any questions *before* submitting your application. You will be responsible for abiding by all Terms.

The applicant represents that s/he is the authorized representative of the named Vendor applying to The Flea and on behalf of Vendor and himself/herself, agrees to the terms, conditions, disclaimers and agreements set forth below. This serves as the only agreement between The Providence Flea, LLC (at any and all locations, indoors or outdoors) and the Vendor. References to Vendor shall include the Vendor's members, representatives, agents and assigns. Reference to The Flea shall include The Providence Flea, LLC, the market, its members, representatives, agents and assigns at any and all locations, indoors and outdoors, of The Flea.

Terms

1. The Providence Flea, LLC is a juried vintage and artisan/maker market, operating in "rain or shine," and vendors are chosen at the sole discretion of The Flea on the basis of originality as well as overall fit (i.e., no mass-produced items, excess duplication in any one category, etc.) with the mission of The Flea. Past acceptance does not guarantee acceptance or participation in future markets, and determination of acceptance rests exclusively with The Flea. Only one individual will be considered per application. (See "site share" under "market description" of a given market in the accepted vendor's account, if offered, to share a site with a maximum of one additional accepted Flea vendor).
2. Conduct — Vendor agrees to conduct business in a way that does not interfere with the quiet enjoyment of shoppers and neighboring vendors. Excessive noise and odors are not allowed. Soliciting, hawking, walking sales, free giveaways, drawings, surveys, opinion polls, raffles and/or petitions are not allowed without the express permission of The Flea. Vendor further agrees not to infringe on the copyrights of others in the selling of any products and represents that products sold at The Flea market are not 'knock-offs' or counterfeit merchandise. Smoking and/or alcoholic beverages are prohibited in vendor booths.
3. Fees — The Vendor fee includes site rental only. Site locations are assigned at the discretion of The Flea. Refer to the current Flea application for current Vendor fees and site sizes. Vendor provides his/her own tables, chairs, displays, plus a 10'x10' tent and tent weights (if vending outdoors). There is no electricity available outdoors at The Flea. Electricity indoors may be offered if made available by the host venue. There is no free WIFI provided by The Flea. Licensing fees are not included in the vendor fee (see 5. below).
4. Payment — Invoices are due upon receipt unless otherwise indicated on the invoice. Approved market date(s) are only confirmed upon payment. Sites are filled on a first-paid, first-placed basis, pending availability. When all sites are filled, remaining outstanding invoices and reservations will be canceled without notice and released to the waitlist. If a paid vendor needs to cancel a paid booking, The Flea will accommodate a partial refund of the vendor fee less a \$25 administrative fee, if canceled by Monday at 9 am (5 business days) preceding the booked market. Returned payments or unsupported or unjustified chargebacks caused by the Vendor are subject to a \$50.00 fee (in addition to any fees charged by The Flea's financial institution or merchant account).
5. Permits/Licensing - The City of Providence requires all vendors accepted to The Flea to be issued 1. an annual City of Providence Mobile Vendor License (formerly Peddler's License) valid from May through April. And 2. The State of Rhode Island requires all vendors to be issued a Flea Market Vendor Permit to vend at The Flea. These requirements are explained fully upon acceptance to the market and require fees to the City of Providence and State of RI. Vendor agrees to acquire and properly display all permits; collect and remit all required sales tax; and file any necessary sales tax return with the State of Rhode Island as required by law. The Flea is not responsible for remitting Vendor's sales tax or sales tax returns to the State. Any fees associated with required licenses or permits are the responsibility of the vendor.
6. Set-up/Breakdown/Booth-sharing - Vendor agrees to attend The Flea market on the reserved dates, rain or shine, unless notified by The Flea that the market has been canceled. The hours of operation of each market will be listed under "market description" of a given market in the accepted vendor's account. Vendors must arrive at their scheduled time and be ready to sell by 15 minutes before the opening of the market. Retail displays and booths must

remain set up for the duration of a market and may not be broken down or closed early or vacated before the closing time. Site-sharing by more than one vendor or otherwise subletting is not allowed without express consent of The Flea. Additional fees and restrictions may apply for site-sharing. See market details for applicable fees. Displays, tents, etc. must be removed by one hour after the market close.

7. Tents/Weights – A tent is required to vend outdoors. Vendors may use no larger than a 10' x 10' tent at any outdoor Flea (tents not allowed indoors at indoor venue). Minimum tent weights are REQUIRED. Tents must have **at least a 30-pound approved bag weight** attached to each leg (120 lbs total/tent). Each weight must be secured to the leg of the tent, as well as to the top of the tent frame with a bungee cord or tie-down strap. ***Vendors who do not have acceptable and sufficient tent weights will not be allowed to set-up and will forfeit their vendor fee.***

ALLOWED: Vinyl tent bag weights. The market manager may consider well-made PVC tube weights but requests to accept an exception must be made to the market manager at least 5 business days before the booked market.

NOT ALLOWED: Loose collar weights, cement blocks, plastic sandbags, tent stakes, kitty litter containers, any size bucket filled with sand or water, makeshift weights with bowling balls, dumbbells, kettle bells etc. are not acceptable. **Vendor displays that are attached to tents will not replace tent weight requirements.**

8. Pets - No pets are allowed in a vendor's site with the exception of required service animals.

9. Trash – Vendors must take out what they bring in. Vendors are responsible for cleaning their area and properly removing trash from the rented site(s). Broken tents or glass, cardboard boxes, packaging or other vendor waste may not be discarded in the customer or city trash bins or left at their site or at any Flea site. **Failure to properly remove trash will result in a \$50.00 surcharge and/or prohibition from future participation, or both.**

10. Photos/Publicity - Vendor agrees that its business name and any and all photos submitted with his/her application or photos available on public social media sites or photos taken at The Flea by The Flea or its assigns may be reproduced/reposted or used for publicity purposes at the discretion of The Flea. Vendor may not use The Flea logo or design without express permission.

11. Weather Policy & Cancellations – The Providence Flea is a rain/snow or shine event. This means The Flea will be held even if it's raining or snowing. However, if the weather is severe or unsafe, The Flea will be canceled at the market manager's discretion. If The Flea cancels a scheduled market, The Flea will accommodate a partial refund of the vendor fee less a \$25 administrative fee. No rescheduling options will be offered. (Any licenses/permits issued by non-Flea entities cannot be refunded.)

12. No-Show Policy - If a vendor is unable to attend a scheduled market for any reason, s/he must notify the market manager at least two days in advance or s/he will be considered a "no-show." More than one vendor no-show during a season may result in a vendor being disallowed from future markets at the discretion of the market manager.

13. Assumption of Risk/Hold Harmless - Vendor assumes all risk for any loss, damage or injury to Vendor or Vendor's property by agreeing to participate in The Flea market. The Flea is in no way responsible for any damage to property or any personal injury to any Vendor or other person authorized by Vendor to occupy or use the assigned rental space including all common areas available to Vendor. Vendor agrees to indemnify and hold harmless The Flea of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the Vendor's participation in or presence at The Flea market.

Vendor acknowledges and agrees that Vendor has read, understands and agrees to all terms and conditions herein, including Rules for Tent/Canopy Safety; agrees voluntarily and and/or attests that the person agreeing is a duly authorized agent of Vendor. Any violation of this Agreement may result in Vendor's immediate removal from The Flea site or legal action or both. Titles are used for convenience only.

This agreement is provided for your reference in .pdf format for download below.