

Flea Market
Saturday, June 23, 2018 | 9am – 3pm
Marion Community Center & Fire Hall
180 Gopher Lane, Marion, Montana



Marion Fire Auxiliary
ATTN: Lily Brower
PO Box 1301, Marion, MT 59925
(406) 854-2080

www.marion-auxiliary.org

VENDOR APPLICATION & AGREEMENT

This application is only a request to be considered as a licensed concessionaire at the Marion Fire Auxiliary's (MFA's) flea market taking place 9 a.m. – 3 p.m. on Saturday, June 23, 2018; it does not guarantee a space. Once contract is approved, all paid fees are non-refundable.

Name of Individual/Organization: _____

Mailing Address: _____

Contact Person: _____

Preferred Telephone: _____ Email: _____

MFA is only providing 10'x10' spaces; vendors are responsible for equipping their own spaces. **The number of vendor spaces is limited.** Additional adjacent spaces can be purchased. Electricity is not available.

Fees:	Quantity	Cost	Total
Vendor Space(s)	_____	\$20	_____

Please, make check payable to "**Marion Fire Aux.**" Application and payment must be presented together at the same time, via mail or in person to an MFA board officer. This application with signed Agreement and fees must be received by MFA by 8:30 a.m. on **06/23/2018**.

- 1. Authority and Compliance:** Vendor presents to the Marion Fire Auxiliary (the "MFA") that he/she is fully authorized to sign for and bind the undersigned Vendor (the "Vendor") regarding the Agreement and Vendor's Entry in the MFA's Flea Market (the "Event"). Vendor agrees that Vendor's Entry and all persons associated with it shall comply with all rules, policies and procedures prescribed by the MFA, as they deem necessary for the efficient, safe, and non-offensive conduct of the Event and related activities.
- 2. Indemnification.** As a condition to being a participant in the Event, Vendor agrees to assume full responsibility for Vendor's conduct (which includes the conduct of any persons associated with the Vendor or participating in Vendor's Entry) and for the content and presentation of Vendor's Entry, and to indemnify and hold harmless the Event, the MFA, the Marion Fire District, and all individuals having any responsibility thereof, from and against any liability, claim, damages, loss, or expense (including attorney's fees).
- 3. Exclusive Remedy.** Vendor acknowledges and agrees that its sole and exclusive remedy under this license shall be to require MFA to refund rental charges not earned by MFA as set forth herein.
- 4. Right of Termination.** The MFA may choose to terminate this agreement at any time if Vendor chooses not to abide by the rules, policies, and procedures, which may be altered at any time at the discretion of the MFA.
- 5. Cancellation of Event.** Vendor acknowledges and understands that vendor fees shall not be refunded if Vendor does not attend, or if all or part of the Event is canceled due to any cause beyond the Event's control.
- 6. Rules and Regulations.** The rules and regulations governing the conduct of the Event are made a part of this agreement and are considered a material term hereof. Violation of any Rule or Regulation can result in the cancellation of this agreement in the sole judgment of the MFA.
- 7. Set Up, Activities, and Cleanup.** Vendors can start setting up their Booths at 7am. All equipment, supplies, materials, and selling activity must be confined to your space. Vendors are required to clean up their space prior to leaving Event.
- 8. Signature.** In signing this Agreement, I acknowledge and represent that I have read and understand the foregoing Vendor Application and Agreement, agree to comply, and sign voluntarily.

Signature: _____ Date: _____

Print Name: _____