

Golden Nugget Antique & Flea Market Vendor Agreement

Vendor Company Name: _____

Email: _____

Owner's Name: _____

Owner's Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

List Types of Merchandise:

I agree that I am only authorized to sell the types of merchandise listed above.

Sale or display of counterfeit merchandise is strictly forbidden.

I agree to abide by the rules and regulations provided by the Golden Nugget, which allow me to sell the merchandise described above at the Market described above (the "Market") on the terms set forth in the Agreement (this "Agreement") below. I understand that this agreement constitutes a contract between myself as "Vendor" as licensee and 1850 River Rd. LLC as licensor. In consideration for my payment of rental fees, utility charges, taxes and other charges at the rate(s) established from time to time by Management, the Agreement If issued will give me the non-exclusive and limited right to sell the merchandise specified above from the space(s) set forth from time to time in Management's receipt for the fees and other charges that I pay. I understand that Management reserves the exclusive right to designate the vendor space(s) that I am licensed to sell from, to change my vendor space(s) from time to time, and to refuse to renew my agreement at any time, for any reason, or for no reason at all. I further agree to comply with all Rules and Regulations currently in effect, or as may be changed by Management from time to time. I understand that my Agreement may be revoked for violations of the Agreement or any other Rules and Regulations in effect from time to time. If Management agrees to grant Vendor a rental space pursuant to this Agreement Management will issue a receipt to Vendor for the initial payment of fees, and other charges.

Risk of Loss, Insurance and Indemnification- Vendor assumes sole risk of loss, theft or damage to merchandise and other personal property belonging to vendor while such property or merchandise is in Vendor's space or on the Market premises or being stored by Management as provided below. Vendor acknowledges that neither Management nor the owner of the Flea Market assumes any responsibility to insure the safety or to protect Vendor's merchandise from loss or damage caused by fire, rain, theft, malicious mischief, accident or any other cause. Vendor acknowledges that Vendor has been advised to purchase insurance to protect against these and other losses. Vendor agrees to indemnify and hold Management and the owner of the Market and their partners, directors, officers, shareholders, managers, employees and its agent harmless from any liability damage, cost or expense (including reasonable attorneys' fees and court costs) arising from (a) Vendor's use of or activities in or around Vendor's spaces (s) or the Market premises and/or (b) injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures in Vendor's Space, or from Merchandise, other property or other items sold or exchanged by Vendor. Vendor assumes full responsibility for all merchandise Vendor offers for sale.

Food Vendors- All vendors serving food or beverage for consumption at the market are required to obtain an insurance policy with no less than \$1,000,000 per occurrence limits. A certificate of insurance naming the market as additional insured should be provided prior to occupying your vendor space.

Signed and Agreed to By: _____ Date: _____

Print Name: _____