Lincoln Park Day
Vendor Rules & Regulations

(effective March 20, 2016)

Lincoln Park Day is an Annual Community Festival held on the 4th Saturday of September. This year's date is Saturday, September 24, 2016 with a rain date of Sunday, September 25, 2016. The Flea Market officially begins at 9am on Main Street and Chapel Hill Road in Lincoln Park, NJ 07035.

We encourage vendors to advertise on any social media that you have available to you personally or for your business. We are in this together, so let's spread the word!

Registrations & Payments:

Spaces are rented on a first come first served basis. Cash, check or money order payments are accepted up until one week prior to the flea market date. Only cash payments are accepted after September 16, 2016. Your payment is required in order to reserve a spot. Credit, partial payment or deferred payment is not permitted and there will be no refunds or credits for any reason. The Payment of Rent Constitutes a Contract between Vendor and the Lincoln Park Day Association and the vendor thereby agrees to adhere to the Lincoln Park Day policies.

Spaces are 10 x 12 ft:

- $50 per space pre-paid on or before September 16, 2016
- $60 per space after September 16, 2016
- $100 per space / CASH on Event Day – first-come first serve basis

Policies

1. The Lincoln Park Day Flea Market will be held on Main Street and Chapel Hill Road, Lincoln Park, NJ 07035. Flea Market Hours are 9am – 4:30pm. Street must be cleared by 5:30pm.

2. Check-in begins at 7am on Event Day at the Lincoln Park Train Station, located on George Cobb Lane at Comly Road and Main Street, (Lot #1). CHECK-IN SIGNS WILL BE POSTED.

3. Check-In Procedures:
   a. All vendors must check-in with and present I.D. to receive reserved space location and additional event day information.
   b. Set-up and unloading will begin AFTER the vendor is successfully checked-in.
   c. Vehicles may be driven to the vendor's space to unload – as quickly as possible.
   d. After unloading, vendors are required to move their vehicles to nearby parking areas that are reserved for vendors.
   e. Event volunteers will be on hand to monitor spaces when vendors leave to park their vehicles.
   f. Vendors must be checked into their assigned space by 8:30am and required to be open for business at 9am. The Lincoln Park Day Association reserves the right to utilize any space not occupied by 8:30am.
   g. Vendors may not leave their spaces until 4:30pm.
   h. Vendors must vacate their space no later than 5:30pm.

4. Vendor's set-up must fit within the defined space boundaries. This includes your product, tables and tent. Tents must be stand-alone, stakes for tent are prohibited. There is no electricity, water, wi-fi or phone connections available.

5. All Vendors are required to keep their area clean and free of hazards. No one is permitted to leave or discard merchandise, boxes or cartons on Borough of Lincoln Park property. All trash must be bagged by the vendor and left on the curb by their space.

6. Vendors will conduct themselves in a professional, courteous manner at all times. The use of loud, profane or abusive language is not permitted. The consumption of alcoholic beverages at any time on property of the Borough of Lincoln Park designated for Lincoln Park Day is strictly prohibited. Any violators will be removed from the market and be banned from future selling.

7. Vendors are responsible to collect and report the appropriate sales tax where applicable.

8. The sale of food or beverages is restricted to authorized food concessions.

9. Vendors are not permitted to have animals of any type (excludes personal assistance animals) with them on Borough of Lincoln Park Property while vending.

10. Vendors are not permitted to collect names, addresses, phone numbers, e-mail addresses or other personal information of event attendees unless approved by Lincoln Park Day Association.

11. Vendor agrees to complete and submit a Hold Harmless Agreement to indemnify and hold the Borough of Lincoln Park and the Lincoln Park Day Association harmless against all claims for injury and damage to persons and/or property arising from or in any way related to Vendors. (Agreement is attached).

12. It is recommended that vendors obtain their own insurance as the Borough of Lincoln Park and/or the Lincoln Park Day Association is not responsible for any loss to any seller for any reason. Vendor assumes all risk and liability for injury, damage or loss due to theft, accident or negligence.

13. The Lincoln Park Day Association reserves the right to refuse rental to any individual.

14. **Prohibited Items:** The sale of firearms, ammunition, smoke bombs, confetti snaps, silly string, explosive materials, fireworks, chemicals, pornographic or offensive materials, livestock, pets, drugs, or drug paraphernalia, alcoholic beverages, piercing or any services that may be deemed offensive by the Lincoln Park Day Association. THE LINCOLN PARK DAY ASSOCIATION RESERVES THE RIGHT TO HAVE ANY ITEM OR ITEMS REMOVED FROM SALE AT ITS SOLE DISCRETION.

QUESTIONS: CONTACT MARIA @ 201-970-7904

Lincoln Park Day Association
P.O. Box 644 * Lincoln Park, NJ 07035

Lincoln Park Day Vendor Contract

(effective March 20, 2016)

Vendor Name: _____

Person Responsible: _____

Address: _____

City, State, Zip: _____

Phone: _____ Cell Phone: _____

Email/Webpage: _____

Type of Merchandise to be sold: _____

This rental agreement between The Borough of Lincoln Park Day Association and the above vendor is for renting the following space(s):

(___) 10 x 12 ft space / $50 per space (pre-paid on or before September 16, 2016)

(___) 10 x 12 ft space / $60 per space after September 16, 2016

(___) 10 x 12 ft space / $100 CASH on Event Day – first-come first serve basis

** Tables and chairs to be provided by each vendor.

** The Borough does not supply electrical, wireless, telephone or water connections

Vendor Agrees to pay The Lincoln Park Day Association $_____ for the above spaces.

Vendor acknowledges receiving a copy of the rules and regulations of Lincoln Park Day and above named vendor agrees to abide to all policies listed therein.

_____ _____
vendor signature date

REFERRED BY: _____

Please submit Vendor Contract, Hold Harmless and Payment to:

Lincoln Park Day Association
P.O. Box 644 * Lincoln Park, NJ 07035
e-mail: info@lincolnparkday.org

1. DEFINITIONS

"I/we", "me/my" and shall mean the below individual(s) and/or organization(s).

Individual:

Name: _____

Address: _____

City, State & Zip _____

Phone No.: _____

Work No.: _____

Organization (if applicable): _____

Person Responsible: _____

Business Title: _____

Business Address: _____

City, State & Zip _____

Business Phone: _____

"You/Yours" shall mean the municipal corporation known as the **Borough of Lincoln Park,** its agents, servants, employees, or contractors.

2. GENERAL INFORMATION

Date(s): Saturday, September 24, 2016 or Sunday, September 26, 2016 (raindate)

Site: Main Street and Chapel Hill Road

Hours Site is Needed: 7am to 5:30pm

Activity to be held: Lincoln Park Day Flea Market/Street Fair Vendor

_____

3. I sign this Hold Harmless and Indemnification Agreement as my voluntary act and by this act agree to indemnify and hold You harmless from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of (including but not limited to damages arising from accidents, losses and/or injuries to persons or property) resulting from the event/activity as applied for by me.

a) You; (applicable only if the user of the site is a Corporation)

b) any guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the date listed above.

4. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in Paragraph 3(b) consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of Paragraph 5 below.

5. By signing the hold harmless I state that the activity listed above **WILL NOT PROVIDE/WILL NOT INCLUDE** consumption of alcohol on site at any Borough of Lincoln Park location. I understand that alcohol consumption is strictly prohibited at any location approved for use by the Borough of Lincoln Park.

6. (Applicable to Corporations Only)

I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Indemnification and Hold Harmless Agreement or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at MY sole cost and expense pursuant to this Indemnification and Hold Harmless Agreement.

7. **LEGAL SIGNATURE**

(a) Individual _____

on behalf of _____
(Name of Organization or Corporation)

Title _____

(b) Municipality Representative: _____

Title _____