



Tampa Bay Marine Flea Market  
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[www.TampaBayMarineFleaMarket.com](http://www.TampaBayMarineFleaMarket.com)

## Tampa Bay Marine Flea Market (TBMFM) Vendor Agreement

### Acts of God

TBMFM and Tampa Bay Downs Thoroughbred Racing shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, or other acts of God; except that if Vendor's booth has not been made available to Vendor, TBMFM shall return to Vendor payments made by Vendor after deducting there from a pro-rate share of expenses incurred in connection with said market. The market will be held if it rains.

### Amendments

- a) TBMFM management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the market.
- b) Vendor agrees to comply with such terms, rules and regulations set forth and as adjusted from time to time by TBMFM. Amendments will be posted on the Vendor page of the web site [www.TampaBayMarineFleaMarket.com](http://www.TampaBayMarineFleaMarket.com). Vendor's failure to comply with such terms, rules and regulations shall entitle TBMFM to terminate obligations under this contract and remove Vendor from the market or shut down Vendor's space at the Vendor's expense.
- c) Vendor agrees to comply with all pertinent laws, code and regulations or municipal or other authorities which affect the market.
- d) No Failure by TBMFM to enforce or any delay in the enforcement of any rights or power by TBMFM shall impair any right, power, or remedy that TBMFM may have under this contract.

### Booths- Admissible

- a) Vendor will not display or sell any product without the endorsement or approval of the manufacturer. Vendor represents that it has full authority and all approvals necessary to Booth and sell its products at this market.
- b) Vendor agrees that market management may require a vendor to remove or modify a Booth that is determined to be disruptive, objectionable or inappropriate.

### Booth- Cancellation and cutbacks

- a) Should the vendor wish to cancel this contract or reduce the total amount of space (or spaces), TBMFM will refund all payments received only if written notice of the request for cancellation is received by TBMFM before the contract is accepted and signed by TBMFM.
- b) Once a contract has been countersigned, written notice of a cutback or cancellation must be sent to TBMFM. A credit of funds received prior to that date will be issued according to the following formula:
  1. 75% credit- 91 days or more prior to the market's opening day.
  2. 50% credit- 90 days or less prior to the market's opening day.
  3. 25% credit- 60 days or less prior to the market's opening day.
  4. No credit- 30 days or less prior to the market's opening day.
- c) For all Vendors requesting a space reduction, TBMFM reserves the right to relocate the booth or reconfigure it as determined by management.

### Booth- Fee Schedule

- a) Prior to October 1, 2003; \$350
- b) Prior to December 1, 2003; \$383
- c) Prior to February 1, 2004; \$428
- d) After February 1, 2004; \$450
- e) Large item area, \$600 for a double space (items cannot extend beyond space)
- f) Only one discount per vendor



#### **Booth- Payment**

- a) Payment in full is due at the time of submitting the Vendor Package & Application.
- b) Vendors who fail to make space payments in accordance with the terms herein are subject to cancellation without credit or refund. Credits will not be paid in cash. Make payment to Iler Group, LLC (DBA Tampa Bay Marine Flea Market)

#### **Booth- Requirements**

- a) Booths must fit within the booth space, no exceptions.
- b) Booths cannot be over 10' tall.
- c) Booths must be able to withstand reasonable winds.
- d) Booths cannot adversely impact neighboring booths.
- e) No music is to be played that will interfere with other vendors, may be offensive or heard more than 2 booths away.
- f) Must be set up and taken down at the prescribed times.
- g) No food or drink can be served or sold to the general public.
- h) Booths must be kept clean and free of obstacles that might present a hazard to visitors.
- i) No animals are to be sold without the proper state license.
- j) No hazardous material may be present in a booth. This includes any type of gas in engines, boat tanks, storage tanks, etc. All fuel tanks must be emptied and free of vapors. Tanks may be subject to inspection by the Tampa Fire Marshal or market personnel at any time.
- k) Boats or items over 15' must be on a trailer.
- l) No cinder block supports.
- m) No vehicles or un-used trailers may be left in the vendor area.

#### **Booth- Set Up and Removal**

Vendors are responsible for removing all items and trash from the market and to leave the market in the condition in which it was found. Leaving trash or items at the market will result in added expenses being passed to the Vendor at cost plus 20%. Vendor agrees to pay these fees within 5 days of receipt. Set up May 6<sup>th</sup> 8am to 5 pm. Removal will be May 9<sup>th</sup> 4 pm to 8pm.

#### **Copyrights**

Vendor hereby assumes all responsibility for, and all costs and expenses arising from, Vendor's or Vendor's agents' or employees' incorporation or use during the event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Vendor agrees to indemnify, defend and hold harmless TBMFM and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use.

#### **Electricity**

- a) Electricity is not available and electricity generators of any type are not permitted

#### **Indemnification**

Vendor, without regard to assignment, lease, sublease, or dealer occupancy shall indemnify, hold harmless, defend, and reimburse the TBMFM and Tampa Bay Downs Thoroughbred Racing and employees from all losses, claims, liability, damage, actions, judgments recovered from or assessed against Vendor or above names indemnity, plus expenses (including, without limitation, attorney's fees and expenses) (i) from the breach of any representation or covenant set forth herein; (ii) for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to property arising in any way in connection with the use and enjoyment by the Vendor or the space, equipment or the market space or property; (iii) arising from the use of equipment, devices furnished to or used by the Vendor, or other persons in connection with the market, or the use of the space. Such indemnification shall not be effective if damage or injury results solely from the gross negligence or willful misconduct of the market sponsor, TBMFM, or any of its employees.

#### **Insurance**

- a) TBMFM shall not be responsible for any loss of or damage to any property of the Vendor for any reason, including theft. Vendor is required to secure all items at all times. In addition, Vendor is required to provide and keep in force during the market period, including move-in and move-out periods, the following insurance coverage:



- i) Worker's compensation and employer's liability insurance covering its employees in the state in which the market is being held, in accordance with the statutes, rules and regulations promulgated by the state's governing authorities.
  - ii) Comprehensive general liability insurance, including blanket contractual liability insurance naming Iler Group, LLC DBA Tampa Bay Marine Flea Market as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming Iler Group, LLC DBA Tampa Bay Marine Flea Market as an additional insured with limits no less than \$2,000,000 general aggregate, \$1,000,000 products- completed operations aggregate, \$1,000,000 personal and advertising injury limit and \$1,000,000 each occurrence limit.
  - iii) All-risk property insurance covering all of Vendor's property brought into or used in connection with the market, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against TBMFM, its members, officers, employees and agents, and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged.
- b) Certificates of insurance shall be furnished as soon as possible to TBMFM if requested by market management prior to or following the market.

#### **Late Arrivals**

Vendors arriving for set-up after the scheduled time can be relocated to any location specified by Management or, if no alternative is available, may be required to forfeit their market participation rights.

#### **Marketing**

- a) Promoting the market is a joint venture between TBMFM and our vendors. Vendors are encouraged to promote the market by providing information and links on their web site, providing customers take-ones in retail locations and via email. The TBMFM logo is available for download from the vendor page of the TBMFM web site at [www.TampaBayMarineFleaMarket.com](http://www.TampaBayMarineFleaMarket.com). Vendor agrees to only provide the same information found on the TBMFM web site and not to place the logo on a web site or material not directly owned and used as the primary means of promoting marine and nautical related products and services.
- b) Other logos and images on the TBMFM web site are not available for distribution or use.

#### **Sale of Merchandise**

Management reserves the right to limit the sale of products and service at the market to designated areas. The vendor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales takes.

#### **Sales Tax**

Vendor is responsible for collecting and paying all sales tax as outlined by state and Federal requirements. It is the vendors responsibility to contact the appropriate government agency to learn what the requirements are. Florida charges a 6% sales tax plus a county discretionary sales tax. Contact the Florida Department of Revenue (DOR) for details. Dealers acting as resellers must be registered with the DOR and have Resale Certificate available.

#### **Security**

The Tampa Marine Flea Market or Tampa bay Downs is not responsible for the loss, theft or damage of product(s) before, during, or after the market. Vendors are required by contract to have insurance for any loss or damage that may occur before, during, or after the market. Remove of secure items that are to be left unattended.

#### **Staffing of Booths**

- a) Booths must be staffed during all market hours.
- b) Booth removal prior to the final day's close of the market is strictly forbidden and will impact future participation.
- c) Vendors are not guaranteed renewed approval for future markets.
- d) Vendors will not block isles with personnel or direct traffic to their site using methods outside of booth area.

#### **Subleasing**

Vendors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to Booth or advertise in a vendor's space. Non-exhibiting firms will not be allowed to place stickers, placards, or other signs anywhere in the market.



**Passes- Vendor Staff**

Each vendor will receive three Vendor passes that will allow for admittance to the market before, during and after the show. Vendors without these passes will be required to purchase a ticket at regular prices. Vendors are not share Vendor Passes with people not directly working at a booth. Vendors are required to have the Vendor Pass in their possession at all times during the market. Vendor Passes will be mailed to the address on the Vendor Registration form initially submitted two weeks prior to the market. Up to four (4) additional Vendor Passes may be purchased at a cost of \$20 each.

**Passes- Vendor vehicles & trailers**

- a) Each vendor will receive three vendor vehicle passes.
- b) These passes are required to park in the designated vendor parking area.
- c) Vendors will be required to purchase parking passes or park in the free parking area if a vendor vehicle pass is not display.
- d) Vendor vehicle passes are to be hung from the vehicles rear view mirror at all times. Vehicles without vendor vehicles passes are subject to towing at the owners expense.
- e) Trailers must have the vendors company name, contact name and phone number displayed clearly if a trailer is to be separated from the vehicle.

\_\_\_\_\_  
Company Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

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