



MIDWAY MARKET VENDOR APPLICATION

_____ (Vendor) is contracting to rent a Flea Market/ Commercial space at the Midway Market, October 10, 2020. Single space size is 10' x 10'. Cost of a single space is \$10.00 for the day or any part thereof. Multiple spaces and a few odd sized spaces are available on a first come-first served basis. Every effort will be made to accommodate your needs. Please list any special considerations below. Spaces are 100% payable in advance, and we do not offer refunds. All spaces must be reserved by October 7, 2020 to insure placement. Reservations received after that time will be handled on a space available basis.

- Check in with the Jaycee’s Office on arrival for placement.
- Spaces reserved by a vendor must be used by the purchasing vendor. There will be no trading or holding over of spaces without the express written consent from the vendor and return written consent of the Midway Market.
- Questions and inquiries may be directed to David Ricks at 252-634-7349.
- Pets are NOT allowed.
- Vendors may setup on Friday, October 9th between 3pm and 6pm.
- The building will be open to vendors at 7:00am on October 10th.
- Your space should be ready no later than 7:30am on Saturday October 10th.

Please give a brief description of the merchandise to be sold. Some restrictions are listed below.

I, the undersigned, agree to take full responsibility for my person, property and merchandise. I will not hold the Craven Jaycee’s responsible for any loss, damage or injury to my person, property or merchandise. NO SALES OF ANY TYPE OF FUNCTIONAL FIREARMS, AMMUNITION, KNIVES, MARTIAL ARTS WEAPONS, DRUGS OR RELATED ITEMS, SEX RELATED TOYS AND MATRIALS, OR SALE OF PETS ARE ALLOWED. NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISIS FOR CONSUMPTION OR SALE. THE CRAVEN JAYCEE’S RESERVES THE RIGHT TO CLOSE ANY VENDOR STAND AND EVICT THE VENDOR FOR NON-COMPLIANCE. NO GAMES OF CHANCE OR GAME TRAILERS WITHOUT PRIOR LETTER OF ACCEPTANCE BY THE JAYCEE’S.

All items not sold or debris remaining from the vendor stands must be removed before the vendor leaves. Vendors will not be allowed to sell any food for consumption on the grounds unless previously approved by the Craven Jaycee’s.

Once your application has been reviewed and approved, we will email an invoice via PayPal. Your payment in full must be received before we will assign a space to you. We do not offer refunds.

Signature _____ Date _____
 10’ x 10’ Spaces at \$10.00 each _____
 Name _____
 Address _____
 City _____ State _____ ZIP _____ Phone _____
 E-Mail Address _____



Midway Market Vendor Agreement

Individuals, small businesses and organizations may register. You will receive your space assignment the morning of the October 8th. The Craven County Jaycees (Jaycees) reserves the right to cancel your registration if your items for sale do not meet our guidelines.

VENDOR FEES AND REFUNDS

Your vendor fee covers the rental of your vending space. Tables, chairs and electrical service are not included. We do not offer refunds once you have registered with any of our events. Vendors may sell gently used, vintage and/or new items. We place a limit on the number of brick and mortar businesses selling new items. Vendors can include one employee (guest) to their table at no additional charge. If you wish for more than one person to join you at the flea market, they can pay the admission fee to the flea market the day of the event.

PLEASE NOTE: We do not allow for businesses to solely promote (i.e. set up information booths) at our markets. The Jaycees do not offer refunds for our events. In the event the market is postponed or canceled due to an act of God or otherwise, registrations will be transferred to a new market date. By registering for our events, you recognize and accept this as our policy.

NOT ALLOWED. NO EXCEPTIONS

Functional weapons, knives, swords etc., blatant pornography, tobacco products, alcoholic products, homophobic or racist items (this includes all lives matter merchandise and goods) or illegal substances within the Flea Market boundaries at any time. If you do register as a vendor and are rejected, we will cancel your registration and refund your money minus a 20% processing fee.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

I agree that I am personally responsible for my safety and actions while vending with the Jaycee's Midway Market. I agree to comply with all Jaycee's policies and rules, including but not limited to all Jaycee's policies, guidelines, signage, and instructions. Because the Midway Market is open to the public and open to other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Craven Jaycee's, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party attending or vending with the Jaycee's, or otherwise, while participating in any activity while in, on, or around the Jaycee's and/or while using any Jaycee's facilities, tools, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Jaycee's facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By participating in the Midway Market, I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and participate voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Jaycee's facility to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with North Carolina law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of North Carolina lifts all COVID-19 related mandates and its coverage will remain in perpetuity.

In registering for the Jaycee's Midway Market, you agree to comply with all guidelines, rules, regulations, times, etc. You agree to allow the Jaycee's to take and/or use photographs, video and/or recordings of your booth for promotional purposes in print or televised advertisements, brochures, postcards, fliers, website, and other marketing collateral. You agree not to hold the Craven Jaycee's, its partners, its staff or its ownership responsible if you do not make a profit. You understand that the Craven Jaycee's reserve the right to reject any vendor registration if it feels items for sale do not meet the ethics of the organization's mission. You certify that you have read or been given the opportunity to read and fully understand the Jaycee's Midway Market vendor agreement.

The NC Department of Revenue requires that all vendors be registered with the State of NC to collect sales tax. If you are not registered with the State of NC to collect sales tax, you can do so by visiting their website. Please note that this is not a requirement to vend with the Craven Jaycee's, but a requirement of the State of NC.

By registering to be a vendor at the Jaycee's Midway Market you agree to all terms and conditions. Vendor agrees to the fullest extent permitted by law, to indemnify and hold harmless Craven Jaycee's and its members, officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts on the part of patrons, vendors, contractors and subcontractors which may arise out of or result from this event. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Craven Jaycee's, or to any of its members, officers, directors, agents, employees.