



The Hallandale Beach Flea Market

Join us **June 17th**, **July 15th**, and **August 19th** from 8am-2pm. Shop vintage items, antiques, collectibles, art, music, and all sorts of treasures!

VENDOR APPLICATION

Set up begins at 6am and must be completed by 7:45am.

Name: _____

Company/ Organization: _____

Phone: _____ Email: _____

Address: _____

Item(s) Being Sold/ Distributed: _____

Please check one:

- | | | | |
|--------------------------|-------------------------------|------------------------------------|---------|
| <input type="checkbox"/> | Flea Market – June 17, 2023 | 8:00am to 2:00pm – Cultural Center | \$20.00 |
| <input type="checkbox"/> | Flea Market – July 15, 2023 | 8:00am to 2:00pm – Cultural Center | \$20.00 |
| <input type="checkbox"/> | Flea Market – August 19, 2023 | 8:00am to 2:00pm – Cultural Center | \$20.00 |

***Money, Credit Cards, and all checks payable to the City of Hallandale Beach**

Email completed form and all required documents to HBParksRec@CoHB.org

Guarantee your spot today!

Deadline is close of business on Thursday, June 1, 2023, for Saturday, June 17, 2023

Deadline is close of business on Thursday, June 29, 2023, for Saturday, July 15, 2023

Deadline is close of business on Thursday, August 3, 2023, for Saturday, August 19, 2023

Documents Included:

- Required: Vendor Policy – Signed and Enclosed
- Required: Statement and Waiver of Liability/ Photo Waiver - Signed and Enclosed

Food Truck Vendors must also include:

- Required: Liability Insurance, Automobile Insurance, Mobile Food Permit

Signature: _____ Date: _____

Please indicate items you would like to sponsor above. All items are offered on a first come first served basis. For current availability, please contact us at HBParksRec@CoHB.org. Invoices will be sent upon receipt of the completed application packet. All invoices must be paid no later than the deadline indicated.

Vendor Policy

Event: **Flea Market | 06/17/23, 07/15/23, 8/19/23 | 8am-2pm | Cultural Community Center | 410 SE 3rd St, Hallandale Beach, FL 33009**

Company/ Organization: _____

Any business or organization that will be occupying space will be referred to as a 'Vendor'. Vendors are allowed to have a booth at the above listed event temporarily, based on the discretion of the Event Coordinator and in accordance with the following:

Vendors must comply with the rules and regulations of the State of Florida Health Department and any other governmental body with jurisdiction over any City of Hallandale Beach special event.

Vendors will be assigned a 10ft-by-10ft space with two tables and two chairs. All other equipment or furnishings other than those provided should be provided by the Vendor including a tent, extra tables, chairs, etc. Vendors may bring their own tent, table, chairs or display, but the said table must be in good condition and a tablecloth will be required. If the Vendor elects to use tables and chairs provided by the City of Hallandale Beach, the Vendor must provide a clean tablecloth in good condition. Tents may not exceed 10ft x 10ft in size and must be properly secured with leg weights (stakes are not permitted). Limited electricity may be available on a first-come, first served basis. Please contact the event coordinator for more information.

No roaming vendors will be permitted, unless otherwise preapproved by the Event Coordinator prior to the event.

Vendors may provide their own signage for their booth provided it is professionally made and properly mounted.

Vendors must be set up by the designated time prior to the start of the event and may not break down their table/booth until the end of the event. Late arrivals may be denied access. Breaking down early without prior permission is not allowed. If you need to leave early, the Event Coordinator must be aware 48 hours in advance. Vehicular access is not available to the booth site.

Vendors may not have any electronic devices such as mobile phones, tablets, or computers unless it is being used for payment purposes, data collection or demonstration of services/products. Amplified sound is not permitted.

Vendors are responsible for collecting and submitting sales tax in accordance with sales tax laws.

Vendors must complete the Vendor Application, Vendor Policy Form, and a Statement and Waiver of Liability and/or submit a Certificate of Insurance and must deliver all signed documents to the City of Hallandale Beach Parks & Recreation Department, 410 SE 3rd Street, Hallandale Beach, FL 33009 or via email at HBParksRec@CoHB.org no later than close of business on deadline indicated on application.

Vendors may not collect sensitive personal information such as Social Security Numbers or Passport Numbers, without written permission from the City.

Vendors must check in with the onsite event coordinator before setting up their table or display. Vendors should also check out at the end of the event.

The City of Hallandale Beach's event cancellation policy is to make the decision two hours prior to the scheduled start of the event. We will make every effort to notify you as early as possible of any cancellations.

The undersigned is authorized to act on behalf of the above-named organization, and has fully read, understood, and agree to each and every term on Vendor Policy.

We follow the City's Green Event Policy. Balloons, Single Use Plastic Straws, and Styrofoam are prohibited.

Signature: _____ Date: _____

City of Hallandale Beach
Department of Parks and Recreation
STATEMENT AND WAIVER OF LIABILITY

Company/ Organization: _____

In the event of an emergency, the undersigned gives permission to receive any necessary medical treatment, and the undersigned will be responsible for payment of all related bills.

To the City of Hallandale Beach: In consideration of the opportunity afforded to the Company/ Organization to participate as a Vendor in the City of Hallandale Beach Event, I, the undersigned, hereby acknowledge, freely and voluntarily RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE CITY OF HALLANDALE BEACH, its officers, agents, employees and volunteers from any and all liability or claims which may be sustained directly or indirectly in connection with, or arising out of, the undersigned's participation in the Event, whether caused in whole or in part by the negligence of the City of Hallandale Beach or otherwise.

The undersigned, on behalf of myself and my Company/ Organization, shall save harmless the City of Hallandale Beach from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities arising from or out of such claim, investigation, or defense thereof which may be entered, incurred or assessed against the City of Hallandale Beach as a result of the foregoing.

I, THE UNDERSIGNED, HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I, ON BEHALF OF MYSELF AND MY COMPANY/ORGANIZATION, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS DOCUMENT IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature

Date

PHOTOGRAPHY WAIVER AND RELEASE FORM

The City of Hallandale Beach periodically uses photographs, videos, profiles, and stories for programs that are promotional, advertising, commercial, educational, research and/or archival in nature. As such, the City of Hallandale Beach continually collects individual and group photos and testimonials relating to our volunteers, supporters, vendors, events, and activities in Hallandale Beach. We ask for permission to use your photo, profile and/or story in promotional material to promote and benefit our projects and programs.

I hereby grant the CITY OF HALLANDALE BEACH and its commissioners, legal representatives, officers, employees, agents, representatives, successors, licensees, consultants, contractors and assign the irrevocable right and unrestricted permission to use and publish photographs or video images of me, or in which I may be included for any purpose authorized by the CITY OF HALLANDALE BEACH, including but not limited to: website use, editorial publications, catalog and advertising use, without payment or any other consideration.

I understand that the circulation of such materials could be worldwide and there will be no compensation to me for this use. I understand that I will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith. I therefore waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

I further understand and agree that these materials will become the property of the CITY OF HALLANDALE BEACH and will not be returned. I hereby irrevocably authorize the CITY OF HALLANDALE BEACH and/or any third party acting on the CITY's behalf to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing programs or for any other lawful purpose.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge the CITY OF HALLANDALE BEACH from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have in the future by reason of this authorization. In granting this permission and release to the CITY OF HALLANDALE BEACH and its legal representatives, I am fully and without limitation releasing it from any liability that may arise from the use of the images.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Signature

Date

Flea Market Rules and Regulations

The following rules and regulations are necessary for the orderly operation of the Market. The Market is operated by Hallandale Beach, under the supervision of the Agency for Economic Prosperity. These rules may be changed from time to time, as approved by the Board of City Commissioners.

1. GENERAL RULES AND REGULATIONS:

- A. **ABSOLUTELY NO WEAPONS** may be sold.
- B. **The following are STRICTLY PROHIBITED at the Market: sale of age-restricted consumables including but not limited to animals/pets, alcoholic beverages and smokable compounds, smoking within the 100 feet area of the Flea Market, pornographic materials, profanity, parking a vehicle within any building or fire lane, parking a vehicle in the midway, any vehicle movement other than City vehicles while the Market is open to the public (7:45 AM thru Market close), overnight camping or parking by vendors, bottled gas within any building, subletting or borrowing/lending of spaces, pets with the exception of service animals.**
- C. **Vendors are required to clean up their rental space at the close of business and must remove their trash. Vendors are permitted to utilize the dumpsters located on the property.**
- D. Vendors must always wear appropriate attire, including but not limited to shoes and shirts.
- E. "Hawking" or loud or aggressive sales tactics will not be used by vendors who will be asked to leave without refund of any rental fees paid.
- F. All vendors must adhere to the rules and laws published and enforced by federal, state, county, and city agencies. **ONLY PRODUCTS ALLOWED BY FEDERAL AND FLORIDA LAW MAY BE SOLD.** It is the vendors' duty to comply with the aforementioned agencies' regulations. Vendors can contact the Florida Department of Revenue at (352) 315-4470 for assistance.
- G. The CITY is not responsible for any vendor's property at the Flea Market. The City is not responsible for any liability arising out of the negligent acts of vendors or their employees or for any injuries sustained by employees of and/or vendors. Vendors should obtain adequate property, liability, and worker's compensation insurance to cover their property and liability. In the event the City is sued for any negligent acts of a vendor or their employees, the CITY shall subrogate against said vendor for the full amount of any loss paid.
- H. Electricity on the grounds is only to be used on Market Day. Vendors may not use nails, screws, staples, push pins, etc. on City tables, or chairs. Do not damage City property, buildings, or grounds in any way.
- I. Vendors must obtain in advance and provide proof to Event Coordinator of proper commercial licensing for any music used by Vendor and/or any agent of Vendor beyond personal streaming or personal entertainment. It is the sole responsibility of the Vendor to obtain appropriate licensing for any music used by the Vendor. Any costs of compliance will be solely borne by Vendor.
- J. Vendor will indemnify and hold harmless the City for any damages it incurs related to Vendor's conduct or breach of this Agreement, whether suit be brought or not.
- K. All vendors must complete the Vendor Agreement in its entirety and provide the executed Agreement to Fairgrounds staff prior to renting a vendor space. Any time substantive changes are made to the Market Rules and Regulations, all vendors will be required to sign a new Vendor Agreement prior to renting a vendor space.

Violation of any of the above rules and regulations could result in suspension or a permanent prohibition from renting space at the Market. We thank you for your continual support and cooperation. Please contact the office if you have any questions or suggestions.

Signature

Date