

# Shawangunk Fish and Game Assoc.

51 Beakes Ave. Middletown, NY 10940

## Flea Market- Yard/Garage/Tailgate Sale and Swap Meet

**Sunday, September 9th, 2018**

RAIN OR SHINE - NO RAIN DATE - NO REFUNDS

**8am to 4pm**

Vendor setup (only) begins 6AM

### Vendor space available

**Covered pavilion spaces @ \$20 each** include a classic Adirondak style table circa 8'x3' with two attached 8'x1' benches for additional product display and/or seating.



**Open field spaces @ \$15 each** include a huge 15'x30' space. Bring your own tent and/or tables or sell from your vehicle parked in the space. Many spaces are gently sloping.

Prime spaces are assigned in order of receipt of payment. Whether selling or swapping, you must purchase space. No sales or swapping by others. Free admission to buying public - food and beverages are available for sale. Prospective vendors see contract on reverse side.

**To inquire further, contact Jim Cole at 845-629-4836 or  
Lewis Sterler at 917-564-4042**

See other side of this contract for details - call one of the above before mailing.

**Shawangunk Fish & Game Association Flea Market**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between Shawangunk Fish and Game Association, Inc. of Middletown, N Y, hereinafter referred to as SFGA, and

\_\_\_\_\_, hereinafter referred to as Vendor, with respect to SFGA’s Flea Market to be held Sunday, Sept. 9, 2018, from 8:00 A.M. to 4:00 P.M. on the grounds of SFGA, 51 Beakes Ave., Middletown NY.

**The Event is held Rain or Shine. NO REFUNDS**

Vendor agrees to rent \_\_\_\_ 15’x30’ Open Field Space(s) at \$15 each.

Vendor agrees to rent \_\_\_\_ 6’x 10’ covered Pavilion Space(s) at \$20 each.

1. Assignment to specific spaces is at the sole discretion of SFGA and spaces may not be shared, sublet or otherwise transferred without express written permission from SFGA.
2. No tables, display materials or electrical connections provided. (except 1 Adirondack style picnic table w/each pavilion Space.) Vendor understands and accepts that many Open Field Spaces are sloping and/or uneven.
3. Vendor is responsible for the clean and orderly operation of the rented space(s,) and for the cleanup, and removal of any refuse generated therein.
4. Vendor may not display or distribute material of any kind outside the assigned space(s,) and may not possess, display or distribute any material in violation of federal, state or local law or regulation.
5. Vendor is solely and completely responsible for compliance with all applicable safety, licensing, tax, or other laws and regulations, including instructions given by SFGA regarding parking, setup, display and conduct on the grounds of SFGA
6. SFGA reserves the right to remove any item or to change the manner in which it is displayed at its sole discretion.
7. No food or beverages of any kind may be sold or distributed without the express written permission of SFGA
8. Pets and animals are not permitted on the grounds with the exception of service animals for the disabled, or as otherwise expressly permitted in writing by SFGA.
9. Vendor will provide for the prompt setup of the rented space(s) in time for the opening at 8:00 A.M. and will not dismantle their display before 3:00 P.M. except as directed or permitted by SFGA.
10. In the event of inclement weather, SFGA. in its sole discretion will determine whether the Flea Market will remain open. If it closes, all vendors must leave as directed and no refund or credit will be issued, except as determined by SFGA in its sole discretion. Otherwise, vendor’s property must be removed from the grounds by 5:30 P.M.
11. Vendor agrees to hold harmless and indemnify SFGA and its officers, directors, members, employees, volunteers, agents, and representatives, from all liability, loss, claims, suits and/or judgments of any type arising from this agreement. Vendor further agrees that under no circumstances shall any entity mentioned above have any liability whatsoever for incidental or consequential loss or damages, or injury or death of any person, resulting from vendor’s use of the grounds under this contract.
12. Vendor agrees that its sole and exclusive remedy under this agreement for any reason shall be limited to the rental fee collected by SFGA. Vendor specifically waives any and all other rights or remedies which might be available in equity or in law, including the right to seek damages whether special, incidental, consequential or otherwise.
13. If any party hereto brings any suit or other action against another for relief, declaratory or otherwise, arising from this agreement, losing party shall pay the prevailing party’s costs and expenses, including attorneys’ fees and court costs.
14. The signatory for the vendor affirms that s/he has full authority to agree to the foregoing on behalf of the vendor and any and all individuals who enter the grounds on behalf of the vendor.

Vendor \_\_\_\_\_  
(signature) (printed name and title) (date)

SFGA \_\_\_\_\_  
(signature) (printed name and title) (date)

**Vendor Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Town** \_\_\_\_\_ **St** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Ph #** \_\_\_\_\_

**Type of goods to be sold** \_\_\_\_\_

**Payment must accompany this Signed Contract.  
Make Checks Payable to “SFGA” and Mail to:  
Kyle Conselyea, Treas.  
42 Howard Dr.  
Middletown, NY 10941**