



D&H CANAL MARKET AT GRADY PARK

Vendor Terms of Agreement: Rules, Regulations, and Information for Vendors

Location and times of operation:

The Market is located in Grady Park on Route 213 East in the heart of High Falls (site of the original D&H Canal Locks 17 and 18). The Market operates Saturdays and Sundays from April through October from 9:00 a.m. until 4:00 p.m., weather permitting.

Spaces available and vendors sought:

There are 30 spaces available; each measuring 10' x10'. Vendors of antiques, collectibles, handcrafted items, and arts and crafts will be given priority. The Market manager has the authority to decline any vendor whose merchandise is deemed inappropriate.

Reservations:

The manager of the Flea Market is responsible for taking all reservations and collecting all fees. Reservations may be made on a week-to-week basis by **emailing Cassandra Thaule at seatweaver@mail.com or by calling 845-633-2419**. To cancel a reservation, call Cassandra by 7:30 p.m. the night before.. Reserved spaces will be held until 8:30 a.m. on Sunday, at which time they will be given to vendors who may be waiting for a space on a first-come, first-served basis.

Fees:

The daily fee per vendor space is \$30 on Sunday and \$20 on Saturday. Pay by cash or personal check. Payment is due no later than 10:00 a.m. on the day of the market. Vendors who have set up but have not paid by 10:00 a.m. will be asked to break down and leave.

In case of rain after the market opens, the following provisions apply. If the rain starts:

- by 10:00 a.m., there will be no charge;
- after 10:00 a.m., but before noon, the fee will be \$15;
- after 12:00 noon, the full \$30 fee is due.

Set Up:

Market hours are 9:00 a.m. to 4:00 p.m. Vendors may set up between 7:30 a.m. and 9:00 a.m. Before starting to set up, vendors should unload their vehicles as rapidly as possible and remove them from the field. Turn off engines while loading and unloading. Trailers may not be driven onto the grounds.

Vendor vehicles will not be allowed on the field between 9:00 a.m. and 4:30 p.m. (or at other times at the discretion of the market manager). Vendors who arrive late or leave

early must unload or load their goods from the roadside.

Parking:

After unloading, please park vehicles up the hill behind the Market on the northbound side of Old Route 213 or in the off-road parking area available above Old Lock 17. Parking is not allowed on the southbound side of Old Route 213 or at the Market entrance. *It is important not to leave vehicles in parking spaces that should be available for customers.*

Trash:

Each vendor is responsible for taking away his or her own trash. Please do not use local merchants' dumpsters.

Vendor Etiquette:

Please do not set up or sit in the center aisle. Stay within the space allotted for your booth; there are no side aisles between booths.

Please be considerate of your vendor neighbors by not hawking your wares or blocking their booth access. Vendor's pets must be leashed.

The D&H Canal Historical Society is an active member of the community and would appreciate every vendor's continued efforts to make the Market attractive and an asset to the area.

Responsibility:

The D&H Canal Historical Society is **not** responsible for any illness or injury sustained as a result of any individual, vendor, or customer participation in the Market. The Society also reserves the right to ask any vendor or customer who is disruptive, uncooperative or disorderly to leave the Market.

Additional terms:

Sale or display of counterfeit merchandise is strictly forbidden.

I agree to abide by the rules and regulations provided by the manager ("Management") of the D&H Canal Historical Society Flea Market (the "Flea Market") on the terms set forth in the Agreement.

Furthermore,

- I understand that this agreement constitutes a contract between myself as "Vendor" as licensee and the D&H Canal Historical Society, Inc. (the "Society"). In consideration for my payment of rental fees and other charges at the rate(s) established from time to time by the Society, the Agreement, if issued, will give me the non-exclusive and limited right to sell the merchandise from the space(s) set forth from time to time by Management.
- I understand that management reserves the exclusive right to designate the vendor space(s) that I am licensed to sell from, to change my vendor space(s) from time to time, and to refuse to renew my agreement at any time, for any reason, or for no reason at all.
- I further agree to comply with all rules and regulations currently in effect, or as may be changed by Management from time to time. I understand that my Agreement may be revoked for violations of the Agreement or any other rules and regulations in effect from time to time.
- I assume sole risk of loss, theft or damage to merchandise and other personal property belonging to me or in my control or while such property or merchandise is in my space or on the Flea Market premises. I assume full responsibility for all merchandise I offer for sale. I agree that Management and the Society are not responsible for any damage, loss, or theft of merchandise or property and I acknowledge that neither Management nor the Society assumes

any responsibility to insure the safety or to protect my merchandise from loss or damage caused by fire, rain, theft, malicious mischief, accident or any other cause. I acknowledge that I have been advised to purchase insurance to protect against these and other losses. I agree to indemnify and hold Management and the Society and their partners, directors, officers, shareholders, managers, employees and agents harmless from and against any and all losses, attorneys' fees, suits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from (a) claims for bodily injury, death, property destruction, damage or theft arising out of or incidental to or in any way resulting or occurring by reason of the conduct, actions, missions, negligence or incompetence by Management, the Society or its employees, agents, subcontractors, or representatives, including all vendors participating in the Sunday Flea Market, (b) my use of or activities in or around my vendor space or the Sunday Flea Market premises and/or (c) injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures in my vendor space, or from merchandise, other property or other items sold or exchanged by me or other participants in or visitors to the Sunday Flea Market. I covenant not to sue and waive all claims against Management and the Society for consequential damages, loss of profit or sales as a result of weather, shopper turnout, Management decisions to ask me to leave or to not rent to me and any other known cause.

- For the 2021 season, all vendors are required to wear masks covering their mouth and nose at all times while on the property and are required to be vaccinated against Covid-19 and show proof of vaccination only and exclusively by either a copy of their CDC vaccination card or the NYS Excelsior pass. No other proof will be accepted of vaccination.

Signed and Agreed to By:

_____ Date: _____

First and Last Name: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail: _____

NY State Resale Tax Number: _____

Return this form to:

info@canalmuseum.org

-or-

D&H Canal Historical Society

P.O. Box 23

High Falls, NY 12440

-or-

Return to Cassandra Thaule at seatweaver@mail.com or at the market.