



New Haven-Adams Township Parks Dept

2011 Yard Sale Rental Agreement June 4, 2011

1. DATES & TIMES: Setup time Saturday, June 4, 2011 from 8-10am. Sale hours, Saturday, June 4, 2011 from 10:00am-5:00pm.
2. FEES; PARTICIPANTS: 12'x12' outside space in Schnelker Park for a fee of \$25. **(NO TENT PROVIDED)**. Vendor responsible for own tent if applicable. A limited number of tables are available to rent for \$10 for the day. Payment in full must accompany signed Rental Agreement. Make checks payable to: New Haven-Adams Township Parks Dept. \$25 fee will be assessed for all returned checks.
3. RENTAL AGREEMENT: Registrations will be accepted on a first-come basis. All Rental Agreements must be accompanied with payment in full. It is the applicant's responsibility to read and understand all regulations as outlined in this Rental Agreement. Neither the New Haven Adams-Township Parks Dept., nor its director, board members nor agents will be responsible for lost, stolen or damaged property or for accidents or injuries of any nature whatsoever. Trading or selling of a contracted booth space is strictly forbidden. No booth may be used for any purpose not stated in this Agreement.
4. REVOCAION OF AGREEMENT: Vendor agrees that the New Haven-Adams Township Parks Dept. may revoke this Agreement at any time, and for any reason, and that Vendor's damages limited to refund of the fee paid. Noncompliance with the rules as outlined in the Agreement or in further written notices or in oral instruction from an authorized official of the New Haven-Adams Township Parks Dept. will result removal of vendor with no refund. **Smoking is prohibited.**
5. TEAR-DOWN: All booth displays and merchandise must be removed from the grounds after closing on Saturday evening, June 4, 2011, without exceptions.
6. PLACEMENT: Placement of vendor booths is at the discretion of the New Haven-Adams Township Parks Dept. Each application will be reviewed before space assignment is made. Assigned spaces cannot be changed. In order to assure proper placement, this Rental Agreement must be completed in full. All vendor spaces shall remain within the sales area as defined by the New Haven-Adams Township Parks Dept.
7. CANCELLATIONS: Full refunds will be given through May 20, 2011. Absolutely no refunds after this date for "No Shows". "No Show" is defined as vendors who have not set up by opening time on Saturday, June 4, 2011.
8. PARKING/LOADING & UNLOADING: Vehicles are forbidden in Schnelker Park at all times. **By Police order,** parking will not be permitted around the perimeter (curb) of Schnelker Park. Vendors may use the curb to load and unload only. This will be strictly enforced.
9. FIRE CODES: The New Haven-Adams Township Parks Dept. mandates vendor compliance with all Indiana Fire Codes. It is the responsibility of each vendor to know and understand all fire codes, especially as they pertain to tent/canopies. All tents must be fireproof and have manufacturer's documentation. If you have any questions, please contact Deputy Chief Troy Bennigan at 260-493-7500. Refunds will not be made to vendors for failure to comply with Indiana State Fire Codes, resulting in rejection by the Fire Marshal.
10. MAILING ADDRESS/CONTACT: Please complete this Rental Agreement and forward an original copy to: The New Haven-Adams Township Parks Dept., 1125 Hartzell St, New Haven, IN 46774. atn Jessica Jones, Phone: 260-749-2212

Please Print- Incomplete contracts will be returned

Vendor Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ ST: _____ Zip: _____

Request _____ Spaces @ \$25.00 per space

Upon acceptance of this application, I and my representatives and agents agree to comply with and be bound by all New Haven-Adams Township Parks Dept. regulations, which are expressly made a part of this application and I do so also accept full and complete responsibility for all merchandise, property, and persons involved in my participation in or with the New Haven-Adams Township Parks Dept. In consideration of the acceptance of this application, I as an inducement to such acceptance, agree, for myself and my employees, agents, successors and officers, to indemnify and hold the New Haven-Adams Township Parks Dept, its board members, officers, employees, agents, successors and assigns harmless of and from any and all liability, claims, demands, damages and expenses, including without limitation, reasonable attorney's fees incurred by of on behalf of any of them, arising out of injury or damage of any kind, to persons or property, in any way connected with my participation in or with the New Haven-Adams Township Parks Dept. Yard Sale.

Authorized Signature: _____ Date: _____