

**CHISHOLM TRAIL TRADING POST
VENDOR APPLICATION AND AGREEMENT**

Company/ Vendor Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Facebook page: _____

Indoor Rooms:

___ month to month ___ annual commitment

*Month to month vendors may not make any modifications to the room or mount anything to the walls. Annual vendors may paint and decorate their rooms as well as mount shelving to the walls with the approval of request in advance at City Hall.

___Room option #1- (\$135.00 deposit required before moving in) Monthly rent is \$135.00 billed at end of each month and due by the 14th of following month. 12'x22' (264 sq ft.) includes half bath & electricity.

___Room option #2- (\$100.00 deposit required before moving in) Monthly rent is \$100.00 billed at end of each month and due by the 14th of the following month. 12'x15' (180 sq ft) or 10'x16' (160sq ft) or 10'x15'(150sq ft) or 11'x13'(143 sq ft) or 12'x11'(132 sq ft) electric provided. No bathroom in the room but there is public bathroom access available.

Outdoor spaces may be rented between \$5 to \$15 dollars a day by reservation first and then additional open spaces on a first come first serve basis.

CONDITIONS AND RULES FOR FLEA MARKET:

1. **REGULATIONS:** all pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. The VENDOR agrees to keep all merchandise, chairs and other equipment within the booth during closing times. NO MERCHANDISE MAY BE LEFT OUT OF THE ROOM IF NOT IN OPERATION. Merchandise and shelving may be put outside the booth during operating hours if it is within 32 inches of the outside wall of room. NO SHELVING OR MERCHANDISE CAN BE PLACED IN OBSTRUCTION OF SIDEWALK OR OTHER WALKWAYS. LANES MUST BE OPEN FOR LARGE ITEM TRANSPORT, WALKWAY, STROLLER USE, AND EMERGENCY PERSONNEL IN CASE OF EMERGENCY.
2. **RELEASE AND HOLD HARMLESS AGREEMENT:** the request to reserve VENDORS space constitutes an express contractual agreement between VENDOR and LESSOR and it is understood and agreed that by signing this agreement I fully and finally release and hold harmless both LESSOR, its agents and employees from any and all claims of every nature and kind whatsoever including death, personal injury, loss, theft or damages to personal property whether or not caused by lessor.
3. **CONTENT OF BOOTH:** LESSOR reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that is out of keeping with the character or the market adult items or not intended for family viewing are not permitted. LESSOR RESERVES THE RIGHT TO EVICT AND/OR SHUT DOWN BUISNESS OF VENDOR FOR REPEAT OFFENSES OF INAPPROPRIATE MATERIAL OR MERCHANDISE.
4. **BOOTH PAYMENTS AND FAIL TO PAY CONSEQUENCES:** Rent is billed and mailed out at the end of each month. Rent is due by the 14th of the following month. If not paid on time a penalty of 10% will be charged. If rent is not paid by the 25th of the month LESSOR has the right to send an eviction notice to either pay current or vacate room within 30 days. Daily and weekend rentals must be paid in full prior to setup. To reserve a specific outside space for the weekend, reservations must be made in

advance on a first come first served basis at Comanche City Hall located at 500 N Rodeo Dr Comanche OK 73529.

5. FLEA MARKET HOURS AND FREEDOM TO OPEN: If VENDOR has a room and is paid current VENDOR is allowed to open said room at their own discretion on days and/or weekends the flea market is NOT open. Flea market operation is the weekend before the second Monday of each month. This weekend operational hours are sunup to sundown Friday, Saturday and Sunday. VENDORS are expected to set up before 8:30 am and stay at least until 3:30pm. NO loading or unloading will be permitted between the stated hours of 8:30am to 3:30pm on sale days. Exception only to be made for customers buying/ picking up large merchandise. Special events may be scheduled throughout the year at flea market location by LESSOR and any other events must be preapproved by the LESSOR.
6. VENDOR OPENING REQUIREMENTS: this is not a storage facility. If VENDOR is not open for two consecutive scheduled events your contract will be terminated, or if VENDOR misses being open for three events in a year LESSOR has the right to have VENDOR vacate leased room.
7. DEPOSIT: billing runs a month behind for rooms, so deposit gets applied to final bill upon moving out of room:
8. REFUSAL TO VACATE OR PAY ROOM: LESSOR reserves the right to lock room and confiscate all merchandise in the event of VENDOR refusing to pay or vacate room after a 30-day eviction has been served.
9. PARKING: to accommodate shoppers, we ask that vendors park away from booth areas

END OF MARKET/ CLOSING/ SHUTTING DOWN: Please turn off AC/ Heat units and lights before closing each day. Contract subject to annual review.

AGREEMENT AND SIGNATURE: the undersigned by signing acknowledges that the rules and release have been carefully read and understood and by signing agrees to abide by these terms and conditions.

VENDOR _____

LESSOR _____