441 MARKET PLACE

Vendor Space Rental Agreement

MARKET 441 Market Place	**ADDRESS** 3024 N Columbia Street, Milledgeville, GA
MARKET DAYS Saturday and Sunday	**MARKET HOURS** 8:00 a.m.-5:00 p.m.
SETUP 6:30 a.m.-8:00 a.m.	**LOAD-OUT** 5:00 p.m.-6:30 p.m.
WEEKEND RATE $_____	**FOUR-WEEKEND RATE** $_____

Agreement date: _____

This Vendor Space Rental Agreement ("Agreement") is between Old Phoenix Center, LLC, a Georgia limited liability company d/b/a 441 Market Place ("Market"), and the vendor identified below ("Vendor"). The parties agree as follows:

1. Vendor Information

Vendor will provide complete and accurate contact, business, merchandise and emergency information.

Vendor/legal business name:

_____

Contact person:

_____

Mailing address:

_____

City, state and ZIP:

_____

Telephone:

_____

Email:

_____

Emergency contact and telephone:

_____

Merchandise or services to be offered:

_____

2. Reserved Space and Dates

Market grants Vendor a temporary, revocable license to occupy the space assigned by Market only for the approved market dates. This Agreement does not create a leasehold, tenancy, easement or other interest in real property. Vendor may not transfer, share, sublicense or sublet the space without prior written approval.

Assigned space number/location:

_____

Reserved weekend date(s):

_____

3. Rental Fee and Payment

Vendor selects and agrees to pay the applicable fee written below. Unless Market approves otherwise in writing, payment is due in full before the space is confirmed. A weekend reservation covers Saturday and Sunday; no reduced rate applies if Vendor attends only one day.

One-weekend rental fee:

_____

Four-weekend package fee:

_____

Other approved fee or arrangement:

_____

Payment due date:

_____

Selected option: ☐ One weekend ☐ Four-weekend package ☐ Other: _____

4. Vendor Rules Incorporated

The current 441 Market Place Vendor Rules and Regulations are incorporated into this Agreement as if fully written here. Vendor acknowledges receiving them and agrees to comply with them, including canopy-weight, setup, market-hours, load-out, parking, cleanup, merchandise, conduct, weather and safety requirements. If this Agreement and the Rules conflict, this Agreement controls unless Market states otherwise in writing.

5. Permitted Use and Merchandise

Vendor may use the assigned space only to display and sell the merchandise or services approved by Market. Vendor may not sell counterfeit, stolen, recalled, unsafe, illegal or unapproved items. Market may direct Vendor to remove any item, display or activity that Market reasonably determines is unsafe, unlawful, disruptive or inconsistent with a family-friendly market.

6. Canopy, Equipment and Booth Safety

Vendor must supply a clean, sturdy canopy tent and properly secure every tent leg. Vendor is solely responsible for the safe installation, operation and removal of all tents, tables, signs, merchandise, cords, generators, cooking equipment and other booth property. Vendor must immediately correct any unsafe condition identified by Market.

7. Licenses, Permits, Taxes and Legal Compliance

Vendor is an independent business and is solely responsible for all registrations, licenses, permits, inspections, certifications and tax obligations applicable to Vendor or Vendor’s sales. Vendor must collect and remit all applicable sales and use taxes and provide documentation when reasonably requested. Approval to participate does not represent that Market has verified Vendor’s legal compliance.

8. Food and Beverage Vendors

A food or beverage vendor must obtain Market’s prior written approval and every permit required by any applicable health authority or Baldwin County. Vendor must provide copies upon request and comply with all food safety, sanitation, handwashing, temperature-control, fire-safety and waste-disposal requirements. Market may immediately remove an unauthorized or unpermitted food vendor.

9. Insurance

Vendor shall maintain insurance appropriate to Vendor’s activities if required by Market or law. Market may require commercial general liability and product liability insurance, proof of coverage, and additional-insured status for Market and the property owner before Vendor may participate.

Insurance requirement: ☐ Not required by Market ☐ Required with minimum limit of $_____ per occurrence

Insurance company/policy number, if required:

_____

10. Independent Contractor; No Agency

Vendor is an independent contractor and is not an employee, partner, joint venturer, agent or representative of Market or the property owner. Vendor has no authority to bind either of them and is solely responsible for Vendor's employees, helpers, taxes, wages, benefits and business operations.

11. Assumption of Risk and Vendor Property

Vendor understands that the market is outdoors and assumes the risks associated with weather, wind, heat, rain, lightning, crowds, vehicles, theft and Vendor's own operations. Vendor is responsible for securing and protecting all property. To the fullest extent permitted by Georgia law, Market and the property owner are not responsible for loss of or damage to Vendor's merchandise, tent, equipment, vehicle or other property, except to the extent caused by their gross negligence or willful misconduct.

12. Indemnification

To the fullest extent permitted by Georgia law, Vendor will defend, indemnify and hold harmless Market, the property owner, and their owners, managers, employees and agents from claims, losses, liabilities, damages, penalties, costs and reasonable attorney fees arising out of Vendor's merchandise, food, services, booth, equipment, vehicles, employees, helpers, guests, negligence, misconduct, use of the property, or violation of this Agreement, the Vendor Rules or applicable law, except to the extent caused by the indemnitee's gross negligence or willful misconduct.

13. Damage and Cleanup

Vendor is responsible for damage to the property and for extraordinary cleanup caused by Vendor or Vendor's personnel, helpers, equipment or activities. Vendor shall pay documented repair, replacement, disposal or cleanup costs within ten (10) days after written demand.

14. Cancellation, Weather and Force Majeure

Vendor fees are nonrefundable when Vendor cancels, fails to attend, arrives late, leaves early or is removed for violating this Agreement or the Vendor Rules. Market may delay, relocate, close, evacuate or cancel because of severe weather, unsafe conditions, utility failure, government order, emergency or other circumstances beyond Market's reasonable control. If Market cancels an entire weekend before setup begins, Market may provide a future-weekend credit; cash refunds are not guaranteed.

15. Default and Termination

Market may immediately suspend or terminate Vendor's participation, require Vendor to leave, and deny future reservations if Vendor fails to pay, violates this Agreement or the Vendor Rules, creates an unsafe condition, engages in illegal or disruptive conduct, or provides materially false information. Termination for Vendor default does not entitle Vendor to a refund and shall be in Market's sole discretion.

16. Compliance with Directions

Vendor shall follow all instructions from Market personnel concerning safety, traffic, parking, setup, load-out, emergency response, customer access and market operations. Market's failure to enforce a provision on one occasion does not waive future enforcement.

17. Notices

Notices may be delivered personally, by email, text message or mail using the contact information supplied by the parties. Vendor must promptly notify Market of any change in Vendor's contact information.

Market contact name:

_____

Market telephone/email:

_____

18. Governing Law and Venue

Georgia law governs this Agreement. Any legal action relating to this Agreement shall be brought in a court of competent jurisdiction in Baldwin County, Georgia, unless applicable law requires otherwise.

19. Entire Agreement; Amendments; Severability

This Agreement, the completed reservation information, and the incorporated Vendor Rules constitute the entire agreement concerning Vendor's space. Changes must be in writing and signed by both parties, except that Market may reasonably update operational and Vendor Rules upon notice and Vendor's continued use of the property shall be deemed consent of such changes. If any provision is unenforceable, the remaining provisions remain in effect.

20. Electronic and Counterpart Signatures

Signatures delivered electronically and signatures on separate counterparts are effective to the extent permitted by law. Each signer represents that the signer is authorized to bind the named party.

Acknowledgments and Signatures

By signing below, Vendor confirms that Vendor has read, understands and agrees to this Agreement and has received the 441 Market Place Vendor Rules and Regulations.

Vendor Rules received: ☐ Yes Version/date of Rules: _____

Vendor

Vendor/business name:

_____

Authorized signer printed name and title:

_____

Signature: _____ Date: _____

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Authorized representative printed name and title:

_____

Signature: _____ Date: _____