



FERNDALE

Recreation &
Kulick Community Center
1201 Livernois
Ferndale, MI 48220
248-544-6767
www.ferndalemi.gov

Trunk *and* Treasure Sale

Vendor Contract

I, _____, agree to pay \$15.00 to rent an outdoor parking space and provide my own table and chairs at the Trunk and Treasure Sale to take place on Saturday June 13, 2015.

Please describe the items which you will be selling:

I understand that I am fully responsible for the setup and cleanup of my exhibit area. I also understand that the City of Ferndale and/or Ferndale Recreation are **NOT** responsible for any stolen or missing merchandise.

I understand that the rental time is from 9:00 a.m. to 3:00 p.m. I understand that setup time may begin at 8:00 a.m., that everyone must be out of the City Hall parking lot by 4:00 p.m., and that space availability is on a first-come, first-served basis on the day of the event, Saturday June 13, 2015.

Further, I have received regulations governing the parking space/exhibit area and agree to comply with them.

I understand that there will be no refunds after signing the contract except in the event of an event cancellation due to inclement weather.

Signature: _____ **Date:** _____

Address: _____ **City:** _____

Zip Code: _____ **Phone:** _____

Email: _____



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LICENSE AGREEMENT

The City of Ferndale is making its municipal parking lot available on June 13, 2015 for the Trunk & Treasure Sale and exhibit areas will be available to Licensees on a first come, first serve basis for a license fee of \$15. This is an outdoor space; you provide your own table and chairs.

IT IS THEREFORE AGREED by Licensee as follows:

1. Licensee shall pay \$15.00 to the City of Ferndale for use of each parking space/exhibit area reserved for June 13, 2015 for the Trunk & Treasure Sale ("Sale"). Payment shall be made to the City of Ferndale with the submittal of this executed Agreement and the parking space/exhibit area shall be identified by the City of Ferndale City Manager, or his authorized representative, on a location map maintained at City Hall.
2. Licensee shall be solely responsible for all set-ups and clean-up of its parking space/exhibit area during the Sale. The sale shall run from 9:00 AM to 3:00 PM and the license time shall include a setup period beginning at 8:00 AM and Licensees shall be required to have vacated the parking space/exhibit area by 4:00 PM on the day of the Sale. Licensee is responsible for removal of all items after the sale, garbage removal will not be available.
3. Licensee acknowledges that this agreement is intended as a license to use public property regulated and controlled by the City of Ferndale and Licensee shall comply with all City of Ferndale Ordinances and regulations governing the parking space/exhibit area.
4. Licensee shall, to the fullest extent permitted by law, agree to defend, pay on behalf of, and hold harmless the City of Ferndale, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Ferndale against any and all claims, demands, suits, losses, including all costs and reasonable attorney fees, for any damages which may be asserted, claimed or recovered against or from the City of Ferndale which arises out of or in any way connected or associated with this License Agreement.
5. Licensee acknowledges the City of Ferndale shall not have any responsibility for any merchandise which Licensee brings to the parking space/exhibit area and expressly releases the City of Ferndale from any and all claims which may arise out of the Agreement.
6. Licensee shall be responsible for the upkeep and maintenance of the licensed parking space/exhibit area and License shall not assign the parking space/exhibit area without written permission of the City of Ferndale City Manager, or his authorized representative.
7. This License Agreement may be revoked at will by the City of Ferndale City Manager, in which case the license fees shall be reimbursed to Licensee.

IN WITNESS WHEREOF, LICENSEE has executed this License Agreement on the date and year noted below.

LICENSEE

By: _____

Address: _____

Phone: _____ Date: _____