



2018 Berea Flea Market

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Outdoor Flea Market Reserved Space Agreement

Cuyahoga County Agricultural Society aka CCAS, dba Cuyahoga County Fair aka CCF, a Corporation organized and existing under the laws of the State of Ohio, hereinafter designated as the lessor and _____ hereinafter designated at the lessee.

Phone: _____

Address: _____

Email: _____

The Lessor (Society) agrees to permit the Lessee (Vendor) to occupy the space(s) designated below and located on the Cuyahoga County Fairgrounds in the City of Berea, State of Ohio during Saturday & Sunday, or Saturday or Sunday during the month(s) paid for below inclusive for the purpose of vending/sales and for no other purpose or use.

Space Number (see attached map): _____

Payments

April	\$ _____	Date _____	Receipt # _____	_____
May	\$ _____	Date _____	Receipt # _____	_____
June	\$ _____	Date _____	Receipt # _____	_____
July	\$ _____	Date _____	Receipt # _____	_____
Aug.	\$ _____	Date _____	Receipt # _____	_____
Sept.	\$ _____	Date _____	Receipt # _____	_____
Oct.	\$ _____	Date _____	Receipt # _____	_____

The Lessee agrees to pay the amount due on or before the first Flea Market of the month. Spaces are: \$100 per month for Saturday and Sunday, \$35 per month for Saturday only, \$80 per month for Sunday only. After a total of 5 payments have been received (a total of: \$500 for Sat/Sun, \$175 Sat only, \$400 Sun only) the space will remain leased to the lessee, through October of the rental year, provided all the rules and regulations and provisions contained herein are in full compliance.

The undersigned with their signature on front and initials on back, hereby agrees to all the rules, regulations and provisions contained herein and with all the laws and regulations of the State of Ohio, County of Cuyahoga, and Communities of Berea and Middleburg Heights, Ohio. Unsigned contracts are void. Failure to provide payment by required date will result in re-assignment of space or re-lease of space. First month's payment in full is due with the signing of this contract. Failure to comply will void your contract. **ALL DEPOSITS AND/OR PAYMENTS ARE NON-REFUNDABLE.** White copy to be signed and returned, yellow copy is lessee copy.

X

Flea Market Manager for Cuyahoga County Agricultural Society
Lessor

X

Lessee (Vendor)

Date

Date

Lessee (Vendor) agrees to initial the back of this contract to indemnify the CCAS and CCF as listed on the back. Failure to comply with the above requirement will cancel this contract.

RULES & REGULATIONS FOR THE CUYAHOGA COUNTY FAIR FLEA MARKET DEPARTMENT

Lessee's signature on the front of this contract signifies that the rules and regulations listed herein have been reviewed and agreed on in total.

CCAS – aka Cuyahoga County Agricultural Society

CCF – aka Cuyahoga County Fair

1. HOURS OF OPERATION - Official hours are 5 am to 3:00 pm Saturdays and Sundays April through October with the exception of Saturday August 18th during which the Flea Market will be closed. Other exceptions may exist and lessee will be informed as soon as management is aware. Spaces will be held as reserved until 7am each day. After 7am the space will be released to any other paying vendor for the day. Lessee may still enter and operate a vending space for the day after 7am in an available space as would any regular day to day vendor. In cases where the normal operating area (track) is unavailable due to rain, mud, or other circumstance an alternate area of operation will be determined and all spaces will be first come first serve.

2. OPERATION OF VENDOR SPACE Courtesy and politeness to the public is mandatory. Flea Market patrons shall not be molested or hindered in any way by the vendors or their agents or subjected to offensive or obscene conduct or profane language. Any violation of these rules may result in immediate dismissal or cancellation of contract and removal of possessions from the vending space. No game, show or sale of novelties shall be permitted at the Flea Market which does not meet with the approval of the CCAS. No vendor shall operate in a manner, which presents a safety hazard or nuisance to the patrons or general public. If the Flea Market Manager or Staff deems that this directive is violated, the operation will be suspended until corrections are made to the satisfaction of the Management or CCAS. False or misleading advertising by banner, word of mouth or otherwise is prohibited. In the event of an alternate rain location in building 38 two marked spaces will be allowed inside for each paid space outdoors.

3. Damage-Loss-Injury- All reasonable precautions against damage, loss or injury by fire, water, storm, or strikes will be provided. The Cuyahoga County Agricultural Society DOES NOT insure nor does it assume any liability for the safety or property from theft, damage or vandalism. Each vendor shall secure all valuable materials or merchandise during the Flea Market hours of operation and then remove all materials by 3pm daily. The CCAS's insurance policy does not cover liabilities of vendors/exhibitors.

4. SET UP & TEAR DOWN - Vendor units can be set up starting at 5 am the morning of the Flea Market and must be removed by 3pm the afternoon of the Flea Market. The CCAS prohibits the use of stakes or post that are fastened or placed into any asphalt or paved covering on the roadways and midways.

5. VEHICLES – The Flea Market Manager and Staff will limit vehicle traffic on the track and within the Flea Market during peak hours of operation. Only personnel with valid driver's licenses can operate any powered vehicle on the fairgrounds.

6. SUBLETTING OF SPACE OR ASSIGNMENT OF CONTRACT - Subletting or re-assigning is prohibited without written or verbal permission of the Flea Market Manager. The CCAS contract does not transfer.

7. SOUND-NOISE – All speakers or devices emitting sound or noise must be maintained at a level to the satisfaction of the Flea Market Manager and Staff.

8. SPACE SIZE/CONSTRAINTS – All spaces are marked, vendors are expected to set up and operate within the marked space leased. Vendors are not permitted to extend any part of their booth more than 15 feet from the fence along the track or 8 feet from the grass line along the track. No part of the booth may extend onto any part of any other roadway or public walkway.

9. HOUSEKEEPING – All rubbish must be removed at the conclusion of the Flea Market on a daily basis. The vending space and area is to be policed during operation and clean at the conclusion of each day's operation. **Unsold and unwanted items cannot be left behind or placed in Flea Market trash containers. All items which arrive with the vendor are to be removed and taken with the vendor at the conclusion of the Flea Market on a daily basis.** Vendors are responsible for the proper use of trash containers, trash containers are for disposal of personal food items and waste (i.e. coffee, food wrappers, etc.). The Flea Market and CCAS will employ such methods as, but not limited to, video, photography, and first hand witnesses to monitor and enforce this rule. Violating this rule or others or a combination can result in, but is not limited to, any of the following:

- Warning
- \$40 Trash Fine/per space
- Temporary Ban
- Permanent Ban

Failure to pay any fine will result in the unpaid amount being owed at the start of the next month and/or cancellation of this contract without refund.

10. UTILITIES & SERVICES – No direct wiring permitted UNLESS PREFORMED BY CCAS ELECTRICIANS. Cords and/or hoses cannot cross any public walkways or roads of the Flea Market area.

11. GIVE-A-WAYS/PROMOTIONAL ITEMS - Permitted giveaways must be within 4 feet of vendor/concession booths.

12. LAWS & REGULATIONS – The lessee agrees to abide by and conform to all the Laws of the State of Ohio, the Laws of the Cities of Berea and Middleburg Heights Ohio, and the Laws, Rules and Regulations of the Cuyahoga County Agricultural Society.

13. ITEMS PROHIBITED AT THE CCAS FAIR – Prohibited items include but are not limited to explosives, flammables, alcoholic beverages, animals (legal sale of livestock is ok), obscene materials, or illegal items. The Flea Market Manager and Staff reserve the right to ban certain items for sale in the interest of safety with or without reason.

14. Management's Rights Clause – Management of the Flea Market, Flea Market Manager, Staff, have the right to interpret and execute the policies and procedures and rules and provisions contained herein. Their execution and interpretation is final. Failure to follow directives of the above mentioned management staff can result in cancellation of this contract and/or any of the provisions listed in rule 9.

15. INSURANCE COVERAGE – INDEMNIFICATION-
Every lessee selling or giving away any edible food item not covered under Cottage Law must provide a copy of a valid certificate of liability insurance. Producer of the certificate must be licensed to operate in Ohio. Minimum liability coverage is one million dollars. (\$1,000,000.00)

Vendors not selling food items initial and date this document below affirming the fact that the lessee will hold Cuyahoga County Executive Committee, the CCAS, Berea Flea Market, and CCF harmless and indemnify the Society, its appointed officials, employees, and volunteers for any liability arising from the actions of the lessee, its employees, subcontractors or volunteers.

INITIALS

DATE _____

16. CANCELLATION – It is mutually understood and agreed that in the event of fire, windstorm, Act of God, Act of War, or Public Authority, riot, accident, strike, scarcity of energy, or any disaster beyond the control or power of either party, preventing the holding of the Cuyahoga County Fair in full or part, neither party shall hold the other liable for damages or any kind.