TRAIN SHOW REGISTRATION

GOLDEN NUGGET
Flea Market SINCE 1967

Train Show Date: _____

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Website: _____

What Type of Merchandise Will You Be Displaying?

_____

Brand Specific? _____ Scale? _____

Number of Tables Needed (Tables are approx. 7' x 3'): _____

Electrical Power Needed? ☐ Yes ☐ No

Please Note:
Your table(s) will be under the covered pavilion. The display MUST contain a minimum of 75% model train related merchandise.

Deadline to register is March 31, 2022.

To register, please email form to: info@gnflea.com

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Vendor License Agreement

Name _____ **Email:** _____

Address _____ **Cell:** _____

City _____ **State** _____ **ZIP** _____ **Vendor #** For Office Use Only

Type of Merchandise: _____

This Vendor License Agreement (the "**Agreement**") constitutes a contract between myself as "**Vendor**" or "**Licensee**" and Golden Nugget Flea Market LLC (the "**Owner**" or "**Licensor**") allowing Vendor to sell the merchandise described above at the Golden Nugget Flea Market (the "**Market**"). In consideration for the payment of rental fees, taxes and other applicable charges at the rate(s) established from time to time by Licensor or the Management of the Market, Licensor hereby grants Vendor/Licensee a non-exclusive, revocable license (which can be terminated at will by Licensor), and limited right to sell the merchandise specified above from the space(s) assigned from time to time on the terms set forth below. Nothing herein shall be deemed to create any tenancy interest in favor of Licensee with respect to the space or the related services provided under this Agreement.

1. Vendor understands that management reserves the exclusive right to designate the vendor space(s) that Vendor is licensed to sell from, to change the vendor space(s) from time to time, and to refuse to renew this Agreement at any time, for any reason, or for no reason at all.
2. All Vendors must show due consideration and respect towards all patrons of the Market, as well as other contractors, Owner's employees, etc. Behaving in loud and obnoxious ways, disturbing or threatening the rights, comfort, health, safety or convenience of others or engaging in lewd, disrespectful or discriminatory behavior or language shall not be tolerated. Vendor acknowledges it has received and reviewed the Market Ground Rules (the "Rules"), attached hereto and made a part hereof, and shall abide by such Rules currently in effect, or as may be changed from time to time.
3. Vendor acknowledges that this Agreement may be revoked for violations of the terms or conditions of the Agreement, the Rules or any other Rules and Regulations, which are in effect from time to time. No refund will be provided. Vendor must collect taxes where applicable, and is responsible for obtaining a Sales Tax license from the State of New Jersey.
4. Management will issue a receipt to Vendor, if requested, for the initial payment of fees, and other charges, such receipt is non transferrable.
5. Vendors are not permitted to sell any ready-to-eat items or drinks.
6. **Risk of Loss, Insurance and Indemnification**. Vendor assumes sole risk of loss, theft or damage to merchandise and other personal property belonging to Vendor while such property or merchandise is in Vendor's space or on the Market premises. Vendor acknowledges that neither management nor the Owner assumes any responsibility for or to ensure the safety or to protect Vendor's merchandise from loss or damage caused by fire, rain, theft, malicious mischief, accident, or any other cause. Vendor acknowledges that Vendor has been advised to purchase insurance to protect against these and other losses. Vendor agrees to indemnify defend and hold management and the Owner and their partners, directors, officers, shareholders, managers, employees and its agent harmless from any liability damage, cost or expense (including reasonable attorneys' fees and court costs) arising from any and all claims for injury and damage to persons and property arising out of or in any way related to Vendor's operations, this Agreement, Vendor's use of or activities in or around Vendor's spaces (s) or the Market premises and/or injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures in Vendor's space, or from merchandise, other property or other items sold or exchanged by Vendor. Vendor assumes full responsibility for all merchandise Vendor offers for sale.
7. **Vendors must comply with all applicable local, state and federal laws, including the new plastic bag law. Vendor is only authorized to sell the types of merchandise listed above. Sale or display of counterfeit or illegal merchandise of any kind is strictly prohibited. If any Vendor engages in the sale of counterfeit items while renting space at the Market, Vendor is solely responsible for their actions and consequences and Vendor may be reported to the authorities. Vendors may not sell or provide a single use plastic carryout bag to its patrons.** Vendor is responsible for any and all fines resulting from Vendor's noncompliance of the above and these fines will be due and payable as Additional Rent, if assessed on the Owner.

Signed and Agreed to By Owner/Licensor: _____ **Date:** _____

Signed and Agreed to By Vendor/Licensee: _____ **Date:** _____

Emergency Contact: _____ **Cell:** _____

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Ground Rules

Golden Nugget Flea Market aims to be the premier market for antiques, art and collectibles anywhere. We ask our dealers and customers to help us achieve this goal by observing a few basic rules:

- Vendors who place merchandise on tables other than their assigned space will be charged.
- No one is permitted to leave any discarded merchandise, cartons, boxes or debris of any kind. These must be removed from the Market in your own vehicles. Each Vendor is required to keep his/her own area clean. Vendors who leave garbage will be subject to a surcharge of $25 and/or refusal of future set up.
- No one is permitted to move market tables. All vendors must return any moved table back in line with the other tables, regardless of who moved it. No Vendor shall affix or attach anything to a table.
- Every Vendor must, upon request, furnish his/her name, address and telephone number.
- No one is permitted to sell any ready-to-eat items that are in direct competition with the two on-site restaurants (coffee and other beverages, sandwiches, hot dogs, etc.).
- Merchandise must be kept in the spirit of antiques and collectibles. Vendors with new or unrelated items need to see a manager for permission to set up and/or obtain a space assignment.
- No pets allowed without the express permission of management.
- There is no subletting of spaces to other Vendors.
- Management reserves the right to designate the size and placement of permitted vehicles and tables and the manner in which anything is displayed.
- Management reserves the right to refuse rental to any persons it deems necessary, especially for the sale of certain items which are expressly prohibited: soft drinks, alcoholic beverages, explosives, firearms, ammunition, fireworks, illegal copied or stolen items or any item of pornographic or obscene nature. Management will not permit the sale of any items it believes to be generally offensive, or in any way derisive, including icons of hate speech.
- The Market reserves the right to move, cancel, assign or use any Vendor space at its discretion without cause.
- Vendors must conduct themselves in a courteous and professional manner and treat customers, fellow tenants and staff with respect.

The acceptance and rental of space at the Market by Vendor constitutes a complete release by Vendor of Owner's liability from all claims for injury and damage to persons and property arising out of, or in anyway related to, Vendor's use of the premises, injuries caused by others or injury to persons entering these premises or damage or loss due to fire, theft, breakage or collision, or articles left in dealers vehicles or on the premises, including all costs, expenses and attorney's fees incurred by Owner in connection with any such claims.

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