

City of Poquoson Parks and Recreation

APRIL 28TH, 2012 Yard Sale in the Park

Application and Contract

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| APPLICATION DATE |
| NAME OF RENTER/RESPONSIBLE PARTY |
| HOME ADDRESS OF RENTER/RESPONSIBLE PARTY |
| CHECKOUT APPROVED/DEPOSIT REFUNDED (DATE&INITIALS) |

| | |
|--------------------------|--|
| NUMBER OF SPACES (MAX 2) | AMOUNT PAID (\$13 ea.+ deposit*) \$ |
| DAYTIME PHONE # | |
| EVENING PHONE # | |
| ALTERNATE PHONE # | |

***Each vendor must provide a separate \$50.00 check or money order for the cleaning deposit. This will be returned on Saturday, April 28th, at the end of the sale provided that the space(s) assigned are cleaned (free of any unsold items and debris) and has been checked and approved by PPR Staff. Failure to sign out will result in forfeiture of deposit**

POLICIES

By signing this contract the vendor agrees to the following as a participant in the Event:

- 1) Poquoson Parks and Recreation (PPR) reserves the right to deny any seller rental spots at any time up to the day of the sale and PPR reserves the right to remove any vendor at any time from the sale.
- 2) All Charity Vendors must receive special approval from PPR **before** application.
- 3) **ALL SALES ARE FINAL.** The vendor is responsible for all transactions made during yard sale hours.
- 4) The City of Poquoson is not responsible for any lost, damaged, or stolen items purchased by participants or placed out by vendors during the yard sale event.
- 5) Vendors participating are individuals and not affiliated with any business or hold a business license.
- 6) A Vendor may not be a wholesale distributor of goods. No goods may be purchased by the seller to solely resell at a yard sale/flea market.
- 7) Spaces will be announced to vendors at check-in on the day of the event.
- 8) PPR staff reserve the right to confine vendors to their designated areas, or charge them for additional space usage.
- 9) Vendors agree to remove all vehicles from the sales area by 6:45 am. No set up prior to 5:45am on day of sale.
- 10) **No tables will be provided to sellers.**
- 11) The sizes and location of the spaces are designated by PPR staff and may vary from year to year.
- 12) All spaces are assigned by PPR at our discretion. No special requests. Double spaces are grouped together.
- 13) It is the responsibility of the vendor to place all trash items in the bins provided by the city.
- 14) Drugs and alcohol are not permitted on city property. If the staff suspects these substances are present, the City of Poquoson Police Department will be called. No warning will be given. Police action will result as necessary.
- 15) The vendor is responsible for any charges incurred during yard sale hours resulting from any destruction, damages, and vandalism caused in the seller's area or to City property.
- 16) Food sales limited to sealed, prepackaged foods only. No homemade/home prepared food items allowed. **Please note: This activity will not have a Health Department food service permit for concession sales.**
- 17) All Items sold "as is". PPR bears no responsibility for any sale transaction or the condition of any item.
- 18) **The vendor may not sell any live animals and vendors are not allowed to bring pets to the event.**
- 19) The vendor's area must be clean from debris and or any unsold items. If any trash is left after the Yard Sale, the vendor's deposit check will not be refunded.
- 20) Vendor must checkout with PPR Staff to confirm cleanup of assigned area; failure to properly check out will result in forfeiture of the deposit.
- 21) This event is subject to being cancelled in the event of inclement weather and **will not** be rescheduled. Cancellation is at the discretion of PPR Staff. If cancellation occurs, a full refund will be granted.
- 22) Each vendor will be notified on Friday, April 27th by 4:30 p.m. if event must be cancelled due to inclement weather.
- 23) **No refunds** will be granted to no-shows or cancellations received after April 24th. All requests prior to April 22nd **must** be made in writing (no verbal requests accepted) to the Poquoson Parks and Recreation Office.

I have had explained to me the nature of this activity in which I am being enrolled. I understand that there are certain risks associated with this activity and that it is the duty of each participant to exercise reasonable care for his own safety and that of other participants. While it has been explained to me that Poquoson Parks and Recreation prides itself upon the competency and dedication of its staff, I understand that, under Virginia law, both the City of Poquoson and its employees are immune from liability for negligence should I suffer any injury while participating in this activity and that I may consider procuring insurance to protect myself from such occurrences. I agree to allow photographic images of myself to be taken and utilized for promotional purposes by the Poquoson Parks and Recreation department. I will be responsible for the payment of fees imposed by the City for the activity I am registering.

Renter/Vendor- Responsible Party Signature

Date