

Flea Market

Policies and Procedures

Accommodations:

The accommodations for participants at The Tillers Flea Market will consist of 10 x 10 foot spaces in the grassy field to the side of the building. Vehicles may NOT BE MOVED in or out of the sale area from 8:00 am until 3:00 pm.

Reservations:

Spaces will be reserved upon receipt of the space fee and completed application. Availability is limited and will be “first come, first served.” Please note that spaces will not be assigned on the day of the sale. The first participants to arrive will have the first choice of spaces.

Cancellations:

No refunds will be made. Participants who are “no call/no show” will not be invited to return.

Subletting:

Reservations may not be transferred to other individuals without prior approval from The Tillers Nursing and Rehabilitation Center, Inc.

Set Up:

Participants may set up their space from 6:00 am to 8:00 am.

Prices:

Prices must be clearly posted at all times.

Waste Disposal:

All participants are required to properly dispose of their waste materials in the appropriate containers provided. Whatever merchandise you do not sell, you must take with you. Those participants who leave behind waste will not be asked to return.

Weather:

The Tillers' Flea Market does not have a rain date. Refunds will not be issued due to rain or other uncontrollable circumstances.

Power:

There are no power sources available.

Hold Harmless and Indemnification:

The participant agrees that neither The Tillers Nursing and Rehabilitation Center, Inc., or any of its employees, agents or officials shall be liable for injury to the Participant's business or any loss of income therefrom, or from personal injury or damage to the property of the Participant, its employees, invitees, customers, or any other person in or around the Participant's booth regardless of whether injury or damage results from conditions arising from other sources or places, including power outages and other similar occurrences, and regardless of whether the cause of means of repairing the conditions are inaccessible to the Participant. The Participant further agrees that The Tillers Nursing and Rehabilitation Center, Inc. shall not be liable for damages arising directly or indirectly from any act or omission of The Tillers Nursing and Rehabilitation Center, Inc. or customer at the event.

To the fullest extent permitted by law, the Participant shall indemnify, keep and save harmless The Tillers Nursing and Rehabilitation Center, Inc., its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgements, costs and expenses, which

may arise directly or indirectly from any negligence or reckless or willful misconduct of the Participant, its employees or agents. The Participant shall at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgement shall be rendered against The Tillers Nursing and Rehabilitation Center, Inc. in any such action, the Participant shall, at its own expense, satisfy and discharge the same.

Insurance and Liability:

The Participant shall carry its own insurance. The Tillers Nursing and Rehabilitation Center, Inc. assumes no responsibility for the safety of the properties of the Participant, its officers, agents or employees from theft, damage by fire, accident of any other causes whatsoever, and the Participant expressly agrees to save and hold harmless The Tillers Nursing and Rehabilitation Center, Inc. and their respective management, agent, and employees from any and all liability resulting from injuries or damage to Participant, its agents, employees and attendees, persons and/or properties in connection with the Participants use of the exhibit space.

Neither The Tillers Nursing and Rehabilitation Center, Inc., its members, employees, agents nor representatives will be responsible for any injury, loss or damage that may occur to the Participant or to the Participant's employees or property from any cause whatsoever.

Fees:

Accommodations:

\$15 per 10 x 10 foot space