**APPLICATION AND CONTRACT FOR COMMUNITY RUMMAGE SALE**

**THE CITY OF GILMER CIVIC CENTER**

**APPLICATION**

**EVENT DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF MERCHANDISE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COST: $25.00 PER SPACE $10.00 per ADDITIONAL SPACE**

PAYMENT ENCLOSED: Circle one CASH, MONEY ORDER or CREDIT CARD

**RULES OF SHOW**

No guns, ammunition, animals, inappropriate material or food allowed to be sold.

Vendor spaces are reserved on a first-come, first-serve basis once funds are received.

Vendors may start loading in at 7:00 am and will be allowed thirty (30) minutes per rented space to unload and move vehicles from the vendor area to the designated parking area unless there is prior approval by the Civic Center manager.

Vendors must have their booths open by 9:00 am and closed by 3:00 pm. All items must be removed and vendor spaces clean by 5:00 pm.

Vendors must keep their area neat and items within their rented space(s).

Gilmer Civic Center director reserves the right to disallow or remove any merchandise deemed inappropriate or offensive.

NO EARLY SHOPPING ALLOWED. PLEASE REMEMBER, YOU ARE RESPONSIBLE FOR POLICING AND CLEANING YOUR AREA BEFORE AND AFTER THE SHOW.

**VENDOR INFORMATION**

READ THESE GUIDELINES CAREFULLY. IF THERE IS SOMETHING YOU DO NOT

UNDERSTAND, PLEASE ASK.

1. Anyone can participate who wishes to sell second-hand, used, homemade or antique merchandise.

2. Any vendors who do more than 2 sales a year in Texas must have a Texas Sales Tax Permit.

Questions regarding the collecting and reporting of sales tax should be directed to the

Comptroller’s office at 1-800-252-5555.

3. The Gilmer Civic Center is not responsible or liable for the loss, damage, theft,

disappearance, damage by fire, water, or any other cause to vendor's property.

By signing below, you state that you have read and understand all of the above guidelines, terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICANT SIGNATURE DATE**

**RUMMAGE SALE CONTRACT**

This contract is between the below stated party and the City of Gilmer Civic Center, 1218 US Hwy. 271 N., Gilmer Texas 75644

**NAME:**

**ADDRESS:**

**PHONE NUMBER:**

**EMAIL ADDRESS:**

**DESCRIBE WHAT YOU ARE SELLING:**

**VENDOR SPACE AGREEMENT**

The Gilmer Civic Center leases to Vendor a space for the exhibitions identified in the Application submitted by the Vendor subject to the terms of the Application, the following terms and conditions, all information sheets and all city, county, state, and federal laws which, although they may not be referred to herein, are specifically made a part of this agreement.

**TERMS AND CONDITIONS**

Vendor agrees to pay Lessor the amounts set out in the Application for use of this vendor space. It is understood that the vendor space provided to Vendor shall be one of many vendor spaces comprising a given event.

Lessor shall organize, promote and lease vendor space for the event described on the Rummage Sale Application. A Vendor Information Sheet will be attached to this contract. The information sheet will contain information on the merchandise allowed to be sold or displayed, event times and set-up requirements.

Lessor reserves the right to assign all space locations and make space assignment changes prior to the event opening as may become necessary to be consistent with good management procedures.

Lessor is not responsible or liable for the loss of or damage to Vendor’s property from theft, disappearance, damage by fire, water, accident or any other cause.

Lessor makes no representations or warranties not expressly set forth herein. Vendor agrees to provide Lessor with a description of the general contents for their space and agrees to only display products, represent services, or display signs which have been approved by Lessor in its sole discretion.

Vendor agrees to design, construct, and operate the exhibit in accordance with the best interests of the exhibition, good taste, and the standards established by Lessor. Lessor shall have sole discretion to determine whether vendor’s products are in compliance with the requirements of this agreement.

Vendor agrees to have space set up, complete and clean, at least fifteen minutes prior to opening the event to the public and within two hours of closing event.

Vendor agrees to keep the exhibit within the boundaries of the space leased and arrange the exhibit in such a way as to avoid interference with other vendor spaces. Failure to comply with this provision will result in additional charges for space used or being asked to leave.

Vendor agrees to be in compliance and abide by all pertinent city, county, state, and federal laws, ordinances, fire and safety codes; and all pertinent regulations for the event

Vendor agrees to be responsible for the payment of any damages or charges assessed by the Gilmer Civic Center for failure to observe the rules and regulations for the construction and operations of his/her space and exhibits. All merchandise and displays will be subject to Lessor's approval. Lessor reserves the right to cancel a booth reservation prior to an event or require alteration, replacement, and/or removal of any merchandise, product, activity or exhibit from a show which Lessor in its sole discretion deems to be detrimental to or inconsistent with the quality, theme or dignified image of the event.

Vendor accepts total responsibility for his/her exhibit and its safety and agrees to conduct his/her activities on the premises so as not to endanger any person lawfully thereon. Lessor shall have no responsibility for damages to the exhibit caused by fire, robbery, accident or any other destructive cause.

Vendor also accepts total responsibility for any and all injuries to Vendor, his/her family, officers agents, employees, or other representatives while they are on the premises and for any injuries to other persons that may occur within the confines of their exhibit, or which are caused in whole or part by Vendor's products or by Vendor, his/her family, officers agents, employees, or other representatives.

Refunds will not be made unless the event is not held for reasons other than the malfeasance of Lessor, e.g., due to disaster, flood, fire, etc. (this condition does not include the rescheduled date for a “rain out”). Should Vendor fail to comply in any material respect with the terms of this agreement, the payments made up to the time of breach shall be retained by Lessor as liquidated damages, and Lessor shall have the right to reassign contracted space without further notice or make such use of the space as Lessor deems to be in the best interest of the exhibition.

Vendor agrees to indemnify, defend and protect Lessor against and hold and save Lessor harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any of Vendor’s merchandise or from any action or failure to act by Lessor or any of his/her family, officers, agents, employees, or other representatives, including but not limited to claims of damage or loss, harm or injury to the person or property of Vendor or any of his/her family, officers, agents, employees, or other representatives, or of third persons.

In no event shall Lessor be liable for loss of profits, business or any other damage to Vendor or through cancellation for such causes.

It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both parties.

Vendor space will be reserved and booth numbers assigned when the Application is accepted by Lessor and payment is made in full.

Vendor agrees that his/her submitted Application and Contract, issued confirms the reservation referenced on the application along with the terms and conditions herein are made a part of this Agreement, and that he/she has read.

**Vendors may not sell their space. Sub-letting or (sharing) is subject to approval.**

**Signature of Vendor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_**

**Signature of Lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_**

**Gilmer Civic Center**

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**VENDOR RULES AND INFORMATION FOR CITY WIDE RUMMAGE SALE**

DATE: APRIL and OCTOBER

TIME: 9:00a.m. - 3:00p.m.

RULES:

**NO** animals, food, guns, inappropriate material or ammunition of any kind may be sold.  
All items must be in good taste and suitable for family viewing.

FEES:

Booth Space is $25.00 per space. If more space is needed, additional space can be purchased for $10.00 per space. The vendor fee(s) is due with your application. Please make your money order payable to: **THE CITY OF GILMER …** You may also pay on line at the City of Gilmer by phone or in person.

SETUP/TAKE DOWN:

Set up may begin at 7 a.m. Check-in upon arrival before setting up. Spaces will be marked. Vehicles used for loading and unloading MUST be removed from booths by 7:30a.m. and parked on the NE corner of the Civic Center. Vendor must be open for business by 8:45 am. and closed by 3:00 pm.  
If you wish to leave early, you will have to do so by carrying or dolly items out. Vehicles will not be allowed in the sale area until closing at 3:00.

You are responsible for cleanup of vendor area and removal of all items by 5:00pm. NO EXCEPTIONS  
Vendors may bring their own tables and chairs or rent them @ $5.00 per table $1.00 per chair.

Trash bins will be on site for TRASH ONLY.  
Absolutely NO PARKING of vehicles in the garage sale areas.

Absolutely NO ALCOHOL on the premises.

TO REGISTER:  
Complete the “City Wide Garage Sale Application and Contract” available at the City of Gilmer, 110 Buffalo St., Gilmer Texas 75644 or request one by mail, email or online by calling 903-797-8888.  
Mail or return your completed application, contract and vendor fees to:

**THE CITY OF GILMER**

**P.O. BOX 760**

**GILMER, TEXAS 75644**