

## **PRESBY PICKINS' FLEA MARKET TERMS & CONDITIONS**

**PROMOTED BY FOUNTAIN HILLS PRESBYTERIAN CHURCH (USA) INC.**

**13001 N. FOUNTAIN HILLS BLVD., FOUNTAIN HILLS, AZ 85268**

I have reserved space(s) in Presby Pickins' Flea Market, a ministry event sponsored by the Fountain Hills Presbyterian Church (USA) Inc. (the "Market"). In consideration of the Market providing me space to sell goods or products, I accept and agree to all the Rules & Regulations set forth below.

### **PRESBY PICKINS' FLEA MARKET RULES AND REGULATIONS**

#### **Indemnity Agreement**

I, ("Vendor"), including, but not limited to, all employees, volunteers, agents, assigns, relatives, family members, and next of kin of the Vendor, in consideration of the fact that, Vendor has been allowed space in the Market, to exercise the utmost care in the use and facility of the properties of the Market and the Fountain Hills Presbyterian Church (USA) Inc. Therefore, to the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless Fountain Hills Presbyterian Church (USA) Inc. and the Market, its officers, directors, employees, members, successors and assigns ("Indemnities") from and against any and all liability, claims, suits, liens, demands, damages, losses and expenses of any kind, including but not limited to attorney's fees and costs ("Claims"), arising out of, or alleged to arise out of, the acts, omissions, negligence, whether active or passive, of the Vendor or any of its employees, agents, representatives, suppliers, subcontractors, or anyone acting for or on behalf of the Vendor. Vendor's indemnification, defense and hold harmless obligations shall include any Claims caused in part by any of the Indemnities. Vendor shall not be obligated to indemnify and defend the Indemnities for claims found to be caused by the sole negligence or willful misconduct of the Indemnities. Vendor's indemnification and defense obligations under this agreement shall extend to claims occurring after this agreement is terminated as well as while it is in force and shall not be limited by types or amount of insurance available to Vendor. Should this Agreement conflict with any other agreement, contract or exhibit between Vendor and Indemnities this Agreement shall control.

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#### **Liability Agreement**

In consideration of participation in the Market, including the right to sell, Vendor hereby agrees to the following terms in addition to those set out above in the Indemnity Agreement: Vendor understands that Indemnities do not maintain liability insurance to cover any claim, action, judgment, loss, cost or damage against or involving the Vendor. As such, Indemnities will not cover any claim, action, judgment, loss, cost, or damage arising from the Vendors participation or activity associated with or facilitating that participation. Vendor is hereby notified and made aware that he/ she should review his/ her insurance portfolio for necessary adjustments prior to participating in The Market. Vendor assumes all liability associated with their participation in the Market.

Should Vendor at any time occupy the premises in a manner contrary to verbal or written direction from Indemnities, or in any manner that is unlawful, hazardous, or offensive to the public or to other Vendors, the Vendor shall immediately cease such offending conduct. Failure of the Vendors to immediately conform its conduct whether requested or not by Indemnities, shall be caused to immediately revoke all agreement without compensation. If requested, upon failure of Vendor to vacate the premises and remove all property not less than 1200 feet from the Market, Indemnities are authorized to remove all property of

the Vendors from the premises at the Vendors expense and will be so invoiced. Indemnities are relieved and discharged from any and all loss or damage incurred by such removal. Indemnities will not be responsible for storage or safekeeping of property so removed. Vendor understands that the premises used by the Market are used with the Fountain Hills Presbyterian Church (USA) Inc. permission. Permission to use the premises can be withdrawn at any time. Vendor agrees not to hold Indemnities responsible for any loss or damages should such permission to use the location.

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**Insurance Waiver**

Vendor agrees that Fountain Hills Presbyterian Church (USA) Inc., the Market or any of their employees, agents, and volunteers are not responsible for any merchandise or personal items that are lost, stolen or damaged in any way. Vendor agrees to defend, protect, indemnify, and hold harmless Fountain Hills Presbyterian Church (USA) Inc., the Market, their agents, employees, members, or volunteers against and from all claims arising from the negligence or fault of Vendor which arise out of their participation at the Market. Additionally, the Vendor agrees to protect, defend, hold harmless and fully indemnify for any claim or cause of action whatsoever arising out of the Vendor participation in the Market on November 1, 2024 through April 30, 2025, that is brought against Fountain Hills Presbyterian Church (USA) Inc. by the Vendor or their family members, agents, representatives, employees or volunteers whether such claims arises from the alleged negligence of Fountain Hills Presbyterian Church (USA) Inc., its employees or agents or Vendor negligence. If, and only if Vendor provides Fountain Hills Presbyterian Church (USA) Inc. with a Certificate of Liability Insurance for \$1 million dollars naming Fountain Hills Presbyterian Church (USA) Inc. as an additional insured the preceding paragraph does not apply. If any portion of this agreement is held invalid, it is agreed that the balance there of, shall continue in full legal force and effect.

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**Right of Refusal**

Fountain Hills Presbyterian Church (USA) Inc. reserves the right to refuse any Vendor reservation or terminate the sale or distribution of any products, goods and writings, that are deemed inappropriate, non-compliant with the Market guidelines, or inconsistent with the mission and values of the Fountain Hills Presbyterian Church (USA) Inc., at their sole discretion. Specifically, without any limitation on the foregoing rights of Fountain Hills Presbyterian Church (USA) Inc., the sale or distribution of firearms, knives, ammunition or any illegal, dangerous or harmful items are prohibited.

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**Fee Schedule**

- Regular Space:     \$25.00
  - Table/Chair Rental: \$5.00
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### **Refund Policy (Revised 10/7/2025)**

The Market's refund policy for cancellations of vendor spaces and/or furniture rentals (tables and chairs) is as follows:

- **More than 15 days before the event:** Refund of the total amount paid, less a 20% administrative fee.
- **3 to 14 days before the event:** Refund of 50% of the total amount paid.
- **Less than 3 days before the event:** No refund.

In lieu of a monetary refund, vendors may choose to have their payment treated as a **donation** to the Market.

Alternatively, vendors may request to apply their payment to a future Market event within the same season (November–April), provided they are in good standing.

All requests are reviewed case-by-case, considering the timing of the cancellation.

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### **Inclement Weather Policy**

The Market cannot guarantee weather conditions. If severe weather is imminent or occurs during the event, or if safety becomes a concern, the Market reserves the right to close the Market. Severe weather may include high winds (25 mph+), heavy rain, extreme cold, or lightning.

If the event is canceled due to weather, vendors can choose from the following options:

- Receive a raincheck for a future event.
  - Receive a refund of the total paid, minus 50%.
  - Donate the full amount to the Market.
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## **PRESBY PICKINS' FLEA MARKET GUIDELINES**

To help everyone enjoy a safe, organized, and successful market day, we ask all vendors to follow these guidelines. Please drive slowly and carefully on all church property.

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### **1. Space Selection**

Vendors choose parking lot spaces from a reservation “seating chart” that corresponds to the property map. (See Exhibit A.)

### **2. Lot Spaces**

- Each space is approximately 9’ wide by 19’ deep, though sizes may vary slightly.
- Vehicles and trailers for display or parking are **not permitted in Rows A–D.** °

### **3. Tents & Umbrellas**

- Pop-up tents, canopy tents, and umbrellas must be properly weighted (Town of Fountain Hills requires at least 50 lbs for a 10’x10’ canopy).
- Standard spaces are about 9’ wide. If using a canopy tent, please request an end space or a space next to an unnumbered triangle (“lot spacer”).
- Otherwise, vendors must coordinate with neighbors to prevent encroachment. If an agreement can’t be reached, the canopy may not be used.

### **4. Furniture Rental**

Tables and chairs may be rented from the Market.

- Reserved furniture will be placed in your space by **6:30 a.m.**
- Furniture must be cleared by **2:30 p.m.** and returned in the same condition.
- Vendors are responsible for the replacement costs of lost or damaged items.

### **5. Notifications**

- **No-Shows:** Notify an Event Manager at least 24 hours before market day if you cannot attend. Repeated no-shows may affect future reservations.
- **Late Arrival:** If delayed after **7:00 a.m.**, call an Event Manager to coordinate safe access.
- **Emergencies:** If you must leave early, notify an Event Manager so we can assist with safe exit.

### **7. Morning Setup**

- Reserved tables/chairs are set up by **6:30 a.m.**
- Vendors must arrive by **7:00 a.m.** and be ready to sell by **7:30 a.m.**
- Use the **north entrance** (next to the apartments) from Fountain Hills Blvd. (See Exhibit B.)
- Follow one-way traffic flow as indicated on the map: Rows A–B use the first row; Rows C–E use the second row.
- Unload at your space, then immediately move your vehicle to the rear parking lot before unpacking. The front lot is for shoppers only.
- All vehicles must be out of the vendor area by **7:30 a.m.**

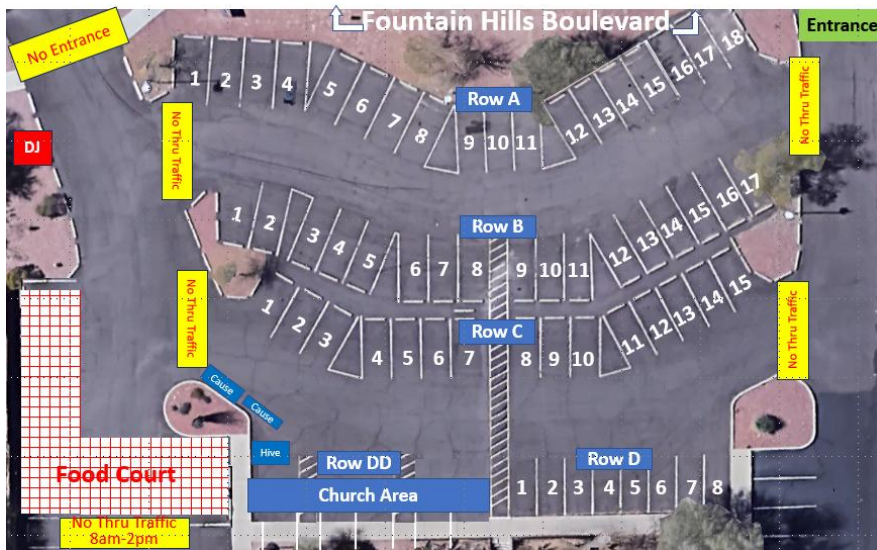
### **8. Afternoon Breakdown**

- No vehicles may re-enter the vendor area before **2:00 p.m.**
- Market-rented furniture must be cleared by **2:30 p.m.** for pickup.
- Do not bring in your vehicle until your merchandise is packed and ready to load.
- Follow the same one-way traffic flow as in the morning. All exits will open after **2:00 p.m.** (See Exhibit B.)

### **9. Clean-Up**

Vendors are responsible for keeping their space clean. All trash and unsold merchandise must be removed at the end of the day. Market trash receptacles are for **shopper use only**.

## Exhibit A (Lot Map Revised 9.3.2025)



## Exhibit B

### Vendor Access Map – Revised 9.3.25

