

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.

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

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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.

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.

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.

Fee Schedule

- Regular Space: \$25.00
 - Table/Chair Rental: \$5.00
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Cancellation & Refund Policy (Revised 12.12.2025)

The Market's cancellation and refund policy applies to vendor spaces and any furniture rentals (tables and chairs). Refunds are issued based on the timing of the vendor's written notification of cancellation. **For purposes of this policy, "Market Day" is considered Day 0.**

Accepted forms of written cancellation include email, text message, or submission through the Presby Pickins' website contact form. Phone calls may be used as a courtesy notification but do not constitute official written notice.

Refund Schedule:

- **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 (Day -2, -1, or 0):** No refund.

Refund Method and Non-Credit Provision:

Refunds will be issued to the original form of payment. **Payments will not be transferred, held, or considered credits to be used toward a future Market.** Vendors who cancel must make a new reservation for any future Market and are subject to availability.

Donation Option:

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

No-Show Policy:

A vendor who fails to attend their reserved Market date without providing written cancellation **at least 24 hours before Market Day** will be considered a no-show. No-shows forfeit all fees and may affect the vendor's standing and ability to make future reservations.

Vendor Responsibility:

By reserving a space, vendors acknowledge that cancellations release the space back to the Market. **The Market does not move vendor reservations to future dates, hold spaces, or coordinate placement in other Market months.** Availability for future events is not guaranteed.

Weather Policy (Revised 12.12.2025)

Presby Pickins' is an outdoor market. If the Market determines that weather conditions present a safety risk, the Market may cancel the event prior to Market Day or shut down operations during Market Day.

In the event of a **Market-initiated cancellation or shutdown**, vendors will receive a **credit** for fees paid (vendor space and pre-paid rentals). Weather credits are valid **for the current season only**, are **non-transferable**, and **do not guarantee availability** for a future Market date.

Weather credits may be applied only to a new reservation. Credits may not be applied to existing or already-booked reservations.

If a vendor is unable to use a weather credit due to lack of availability or because the vendor has already booked all remaining Market dates for the season, the vendor may choose to **donate the credit to the Market** or **request a refund to the original form of payment.**

If a vendor chooses to cancel due to a weather forecast and the Market has not canceled, the standard **Cancellation & Refund Policy applies.**

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PRESBY PICKINS' FLEA MARKET VENDOR GUIDELINES (Last Revised: November 10, 2025)

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.

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**.

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Exhibit A (Lot Map Last Revised 11.10.2025)

Corrected numbering of Row D

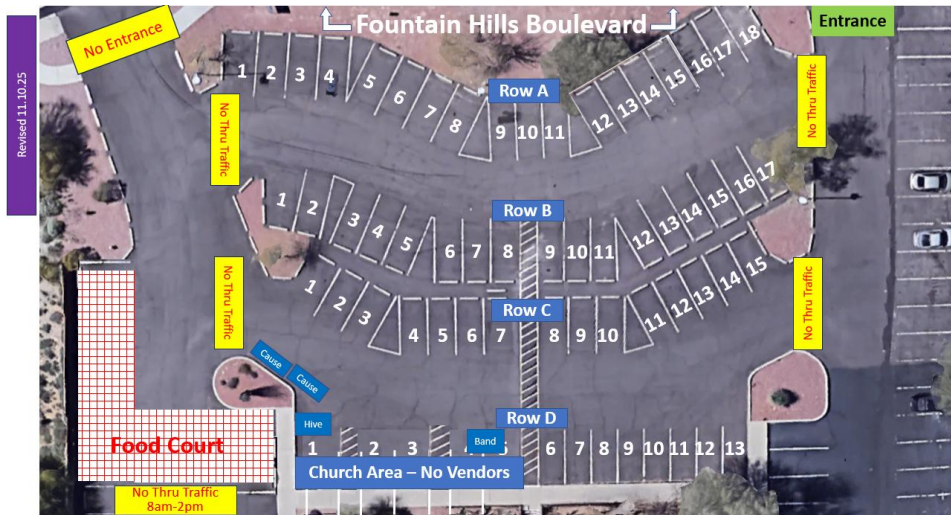


Exhibit B (Vendor Access Map Last Revised 9.3.25)

Vendor Access Map – Revised 9.3.25



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Revision History (Summary)

- **9.3.2025 – Terms & Conditions and Vendor Guidelines updated**
- **11.10.2025 – Vendor Guidelines updated (Lot Map correction)**
- **12.12.2025 – Terms & Conditions updated; no changes to Guidelines**