

# Load In Info, Rules and Regulations:

Monday Night Market  
300 N Promenade, Long Beach 90802  
MondayNightMarket@gmail.com

- 1. Vendor Space.** Monday Night Market agrees to permit vendor(s) to use space measuring 10 feet by 10 feet or otherwise agreed upon prior to the event. Vendor agrees to ensure that their booth is staffed by Vendor's employees, volunteers, or other agents at all times during the Event. Vendor agrees to restrict its activities to the Booth and that Vendor will not solicit beyond those boundaries.
- 2. Setup and Breakdown.** Vendor(s) shall be responsible for the setup, breakdown, and cleanup of the Booth. Booth setup includes placement of any of Vendor's signage or merchandise. Vendor may begin to set up the Booth as early as 2:30 PM, and shall ensure that the Booth is set up by 4:30 PM and broken down and cleaned up no later than 10:00 PM, on the day of your participation in the event. Please remove any trash from your booth from the area. Failure to do so may lead to an inability to return as a vendor to this event. All booth equipment shall be stored in the booth. All Cars will be parked in the structure or street parking area. This is a drop and park event. Please enter the event from 4th street, pull in to your section (see map), unload and park your car. This is a drop and park event, meaning you DO NOT keep your vehicle at your booth. If you are afraid to leave your "goods" unattended while you park then make sure have someone to watch your items or ask your booth neighbor.
- 3. Lighting and Electricity.** We do provided electricity. Please bring your own extension cords and power strips. Only LED lights or low wattage decorative lighting will be allowed in the Monday Night Market. Absolutely no Christmas Lights, Flood lights or high wattage lights allowed. Large Machinery will not be permitted to use the markets electricity. If ANY machinery is required for your booth, please notify the market manager. You may need to provide your own generator.
- 4. Cancellations:** No refunds if you cancel! Given the nature of the event we start marketing right away. Your registration fee is for marketing leading up to the event and your booth space at the event.
- 5. Conduct.** No activities in violation of federal, state, or local laws shall be permitted on the premises. Vendor shall ensure that its activities, and the activities of its employees, volunteers, and other agents, comply with all federal, state, and local laws.
- 6. Taxes and Licenses.** Vendor shall, at its own expense, obtain any licenses, permits, or approvals that are applicable to its activities at the Event and required under federal, state, or local law. Vendor shall obtain any necessary tax identification numbers and permits and is responsible for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.
- 7. Insurance.** Monday Night Market is NOT responsible for any lost or damaged property belonging to any vendors. Vendor is solely responsible for obtaining insurance coverage on any property, including merchandise, it brings to the Event, and assumes full responsibility for any damage to or theft or other loss of its property by any means.
- 8. Weather:** If it rains the morning of the event, we will use our best judgement as to whether the show will go on. We ask for flexibility and we beg that you know that we can't control the weather! If we cancel the show we

will give you the opportunity to automatically come to a future show. If you decide to not do the next show, we will reimburse you for 50% of your booth fee. We cannot fully reimburse you because of the work we have already done in marketing you at the event. The value is too high and it's not worth it for us. If one of our team members emails you that the market is still happening, and you choose to not come "just in case it rains", we will not give you another day in a future show.

9. **Can I cruise around and hand out freebies?** No. You can definitely handout freebies at your space, and do something to serve the community like a free kids craft for our shoppers' kiddos. Please keep your activities to your booth space.
10. **Can I play my own music in my space?** No. We work really hard to create "The Monday Vibe", please respect it.
11. **Additional Services.** Monday Night Market does not provide telephone, internet, water, drain or lighting but does provide electricity to power the booth set up. Please take your trash with you. There is a BofA ATM on the next block up from the event at 4th/Promenade.
12. **Parking** Monday Night Market does not provide parking to and vendor(s) for this event. There is a free two hour parking structure located on 3rd street. There is also a monthly permit you can purchase for the structure. I will update the information for purchasing one when we get all the info.
13. **Merchandise Warranty.** Vendor warrants that all of its merchandise falls within the categories: Handmade, Homegrown, Hand Painted, Re-purposed, Small Business, Fashion, Vintage, Farm and Food.
14. **Failure to Appear.** Vendor space not occupied by the time the Event is opened to the public will be deemed forfeited and may be reassigned or used by Monday Night Market without any obligation owed to Vendor. We do not grant any credit to the vendor who forfeit their booth space. The vendor may not be permitted to participate in further shows.
15. **Vendor expressly acknowledges and agrees that it is participating in the Event at its own risk.** Vendor assumes all risks associated with, resulting from, or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage, or other injury to the person (including death), property, business, customers, or profits of Vendor, and Vendor agrees to accept full responsibility for any such claims for injury caused or experienced by the Vendor or its employees, agents, representatives, assigns, or customers. Vendor expressly agrees to indemnify, defend, and hold Monday Night Market harmless, its affiliates, and their respective directors, officers, employees, representatives, and agents, from and against any and all damages, liabilities, and costs (including reasonable attorneys' fees) associated with, arising from, or related to Vendor's participation or presence at the Event. These terms of indemnification shall survive the termination of this Agreement.
16. **Assignment and Subletting.** Vendor may not assign this Agreement, nor share or sublet the Booth, without the prior written consent of Monday Night Market.
17. **Severability.** If any provision of this Agreement or the application thereof is held invalid then the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared severable.
18. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties and supersedes any and all prior negotiations, agreements, and understandings regarding the subject matter

hereof. Neither this Agreement nor any term or provision hereof may be modified in any manner other than by an instrument in writing signed by the party against whom the enforcement of the modification is sought.

19. **Choice of Law.** This Agreement shall be interpreted according to the laws of the state of California. Any arbitration or judicial proceedings to enforce or interpret the terms hereof may be brought only in Los Angeles, California, and the Parties agree to be subject to the personal and subject matter jurisdiction of such arbitration panels and courts. In the event a dispute arises between the Parties to this Agreement, the Parties agree to submit the dispute to binding arbitration. Each party shall select an arbitrator of its choice and the chosen arbitrators shall select a third arbitrator who will preside during all proceedings. The decision of the arbitration panel may be enforced in a court of competent jurisdiction only in Los Angeles, California.