

**The Village of Royal Palm Beach**  
**Community Yard Sale**  
**at VETERANS PARK**  
**Eligibility, Rules and Regulations**

**A. DATE AND TIMES OF OPERATION**

Saturday, April 13th, 2019. Hours of operation: 8 a.m. to 1 p.m. Setup starts at 6:00 a.m.  
ALL VENDORS MUST BE PREPARED TO START BY 7:45 AM. NO LATE-COMERS -NO EXCEPTIONS!  
All vehicles must be moved to designated parking by 7:45am...No Exceptions

**B. LOCATION** – Veterans Park, 1036 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411

**C. VENDOR AND PRODUCT ELIGIBILITY**

Generally, most products traditionally offered for sale at a Yard Sales, Arts & Crafts Fair, Outdoor Markets, Antique Shows or Flea Markets are allowed. Variety is encouraged. However, some products may be deemed inappropriate, unacceptable, out of context or out of character for our family-oriented Market. Please consult with the Cultural Center Coordinator as to whether or not any particular product may be offered for sale at the Market.

**ALL products to be sold at the Market must be approved by the Cultural Center Coordinator**

**IMPORTANT: No Vendor is being offered an exclusive right to sell any goods or products at the Market. Competition is encouraged.**

• **ITEMS AND PRODUCTS SPECIFICALLY PROHIBITED:**

Games of chance, alcohol and tobacco products, knives, swords or weapons of any kind, and religious or political materials – whether being sold or distributed free -- are strictly prohibited. Any vendor selling, displaying or handing out prohibited items will be asked to remove these items or leave the Market immediately.

**D. PERMIT REQUIREMENT**

- Permits to participate will be sold ONLY at the Royal Palm Beach Commons Park, 11600 Poinciana Blvd, Royal Palm Beach, FL 33411 and at the Royal Palm Beach Recreation Center, 100 Sweet Bay Lane, Royal Palm Beach, FL 33411 IN ADVANCE of the event. **NO permits will be issued on the day of the event.**

**E. PERMIT FEES**

OPEN SPACE	\$20, plus tax
COVERED (GAZEBO) SPACE	\$35, plus tax
8FT. TABLE	\$10, plus tax
CHAIR (PER)	\$3, plus tax

- **All fees are due in advance.**
- Open spaces will be assigned. Assignments will be mailed the week prior to the event.
- The Eight (8) permanent covered Gazebo structures will be assigned and reserved in advance – upon payment.

**NO REIMBURSEMENT OF ANY PREPAID FEES WILL BE MADE IF THE VENDOR DECIDES NOT TO PARTICIPATE AFTER MAKING PAYMENT, OR, IF THE MARKET IS CANCELLED DUE TO INCLEMENT WEATHER.**

## F. VENDOR EQUIPMENT AND SUPPLIES

- Each vendor is responsible for bringing and providing the equipment and supplies they require to do business on the Market site. This includes tables, chairs presentation / display materials, signs, scales, cash register (if required), broom and dust pan, electrical cord (if required), cash floats and change, any promotional material, tents and / or umbrellas.
- The Village of Royal Palm Beach does not rent, loan or in any way supply vendors with tables, chairs or any other equipment. Any tables and chairs located within Veteran's Park are for patrons use ONLY.
- Scales used to weigh products must meet the standard of the Florida Department of Agriculture and Consumer Services.
- **ALL equipment, supplies, products and trash MUST BE REMOVED FROM THE PROPERTY at the end of the event. Park trash receptacles and dumpsters ARE NOT to be used to dispose of these items.**

## G. BOOTH SPACE

- All booths measure approximately 10' x 10'. The Village of Royal Palm Beach reserves the right to assign, limit the quantity of, or relocate space(s) rented by a vendor. Subletting or sharing booths is not permitted. The subletting of a booth is not permitted.
- **Attachments to any Village property, structures, trees or equipment is STRICTLY PROHIBITED.**

## H. DISPLAY, PRESENTATION and SIGNS

- It is the intention of the Village of Royal Palm Beach to help all vendors be successful and to make our patrons visit to our Market a positive experience. With this in mind, the Village reserves the right to control the look and visual impact of the Market site. Vendors are responsible for the display and presentation of their product, for all signs and displays, and for creating a professional, visually attractive site. However, if it is determined that the display is detracting from the overall site presentation and does not meet the management's standards, an improvement can be mandated. The Market Supervisor will work with the vendor(s) and provide information and suggestions to help enhance the display and product presentation. The Village reserves the right to request improvements in your displays if necessary, or to relocate booths to lessen the impact of unattractive displays on other vendors.

**PLEASE NOTE:** Due to health regulations, products sold in an outdoor public space must now be displayed, stored and sold from a surface above the ground. This means that **ALL** vendors will need tables, shelves or other such structures from which to showcase, store and sell their products while at the Market.

## I. SETUP / BREAKDOWN / CLEAN-UP

- Setup starts at 6:00 a.m. and must be completed by 7:45 a.m. All vendors MUST be ready to start business no later than 8:00 a.m. NO EXCEPTIONS.
- Break down starts at 1:00 p.m. Absolutely no breakdowns are to begin before 1:00 p.m. unless inclement weather necessitates early closure of the market, or the Market Vendor grants permission to begin breakdown. If the vendor sells out of their product early, they must still remain until 1:00 p.m. Breakdown before 1:00 p.m. may result in expulsion from the Market.
- Clean-up -- Vendors are responsible for removing all garbage from their space, flattening all cardboard boxes, sweeping and cleaning their area and removal of all their supplies, equipment and product from the site. Park trash receptacles and dumpsters ARE NOT to be used to dispose of these items. The Village of Royal Palm Beach will charge a \$10.00 clean-up fee for any trash, supplies or any other debris left at the vendor's site. Failure to clean up will result in a seller being barred from future events.

## J. VEHICLES AND PARKING

- Since parking spaces at the park are limited **ALL VENDORS MUST REMOVE THEIR VEHICLES FROM THE PARK AFTER UNLOADING.** Ample Vendor parking is provided at Village Hall and Ewing Park, all short distances from the park. Your compliance to this request will leave more spaces available for customers, thereby potentially benefiting your business.
- A designated area will be assigned where vendors may bring their vehicles for loading and unloading their product. Vehicles are to be removed from this designated area by 7:45 a.m., following unloading and may return after 1:00 p.m. for loading. Please be courteous of your fellow vendors when loading and unloading. **ABSOLUTELY NO VEHICLES ARE PERMITTED ON PARK GROUNDS OR THE TEMPLE GROUNDS. THIS ALSO INCLUDES ANY FOOD VENDING CARTS OR WAGONS.**
- **FAILURE TO MOVE YOUR VEHICLE OR COMPLY WITH RULES BY THE DESIGNATED TIME OF 7:45AM, WILL RESULT IN YOUR VEHICLE BEING TOWED.**

## K. CANCELLATION POLICY

**IMPORTANT** -- In the event of inclement weather, the Market Supervisor has the authority to cancel the Market, postpone opening, or to close early. A decision to cancel OR postpone opening should be made by 6 a.m. on the morning in question, or as soon as possible. THERE WILL BE **NO REFUNDS** OF PREPAID FEES IN THE EVENT OF WEATHER RELATED CLOSING.

## L. ENFORCEMENT OF RULES

- The Market Site Manager is responsible for enforcing the Market Rules. Possible violations will be discussed, and resolution attempted. Unresolved problems will be referred to the Market Supervisor. Continued violations may result in being banned from the Market with no reimbursement of fees paid in advance.
- The VILLAGE and Market management reserves the right to update, revise or change the rules and regulations presented herein at any time deemed appropriate or necessary. Vendors will be notified of any changes.

## M. CODE OF CONDUCT

- All Vendors and Participants are expected to act in a positive, productive, respectful and cooperative manner. Actions, remarks or comments detrimental to the successful operation of the Market are strongly discouraged. Anyone with issues regarding the Market is encouraged to bring them to the attention of our staff. Staff will attempt, to the best of its ability, to resolve any concerns. Anyone found to be operating in a manner that could be detrimental to the Market will be counseled by our staff, again, in hopes of resolving the issues. Activities along these lines may result in expulsion from the market.

## N. MISCELLANEOUS

- The Village of Royal Palm Beach offers no guarantee as to the number of vendors or patrons the Market will attract. However, we do, to the best of our ability, advertise and promote the Market as we deem appropriate. The desirability of any product sold at the Market is beyond our control. The Village will NOT offer exclusivity arrangements with any vendor for any product.
- Since each individual vendor is operating his or her own business within the Market, it is in the best interest of all Vendors to conduct their own promotions, publicity campaigns, public relations and advertising both on and off the Market site. Do not depend solely on the promotions efforts of The Village to sustain your business.
- For the good of the Market AND your business, Vendors are encouraged to participate or augment any themed special events that occur during the season as appropriate.

## O. ERRORS AND OMISSIONS

In the event of any errors or omissions contained herein, any and all appropriate rules, regulations or ordinances of the Village of Royal Palm Beach will apply.

**The Village of Royal Palm Beach**  
**Community Yard Sale**  
**at Veterans Park**

**Vendor Agreement and Booth Registration**

I have read the "Eligibility, Rules and Regulations" form for the Village of Royal Palm Beach's Community Yard Sale at Veterans Park and I understand what is presented in that document and agree to abide by all the conditions therein. Further, I understand that any violation of those conditions or potential hazard to the public may cause immediate revocation of my Market privileges.

I agree to sell only those products approved by the Village of Royal Palm Beach Market Supervisor. Additional products cannot be added without prior Market approval.

I, the undersigned, intending to be legally bound, do hereby for myself, family, guardians, dependents, heirs, executors and administrators, waive and release any and all rights and claims for damages which I/We may have against the Village of Royal Palm Beach, their representatives, successors and employees, for any injuries which I/We may suffer in connection with my/our participation in this event.

I hereby acknowledge and accept full responsibility for all my activities and for the activities of those assisting me at the Village of Royal Palm Beach Market at Veterans Park. I agree to defend, hold harmless and indemnify the Village of Royal Palm Beach against any lawsuits, claims and other actions which arise from my conduct or the conduct of those assisting me.

I understand that the Village of Royal Palm Beach does not carry, provide or offer insurance coverage for individual Vendors and that I am required to provide my own insurance coverage for myself and those assisting me.

I understand that the Village of Royal Palm Beach retains the right to collect any and all monies owed by its Vendors per the Vendor Booth Registration and the Vendor Contract. I understand that all Vendors must pay a booth fee. Any fees incurred by the Village of Royal Palm Beach to collect monies due them will be added to the amount owed by the Vendor.

**I (print name) \_\_\_\_\_ have read and understand the Eligibility, Rules and Regulations for participation in the Village of Royal Palm Beach's Market Day at Veteran's Park, and hereby agree to abide by them.**

SIGNED BY:

VENDOR

VILLAGE OF ROYAL PALM BEACH

Signature: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Business or Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email Address \_\_\_\_\_ FAX: \_\_\_\_\_

Product Category & Description: \_\_\_\_\_

Event date(s): \_\_\_\_\_

Year & Make of Automobile \_\_\_\_\_ License Plate# \_\_\_\_\_ (required)

Open Space: \$21.34 \_\_\_\_\_

Covered Space: \$37.35 \_\_\_\_\_

Table: \$10.67 \_\_\_\_\_

Chair: \$3.20 \_\_\_\_\_

Number of Spaces Requested \_\_\_\_\_ Number of spaces x space fee = \_\_\_\_\_

TOTAL: \_\_\_\_\_

***PLEASE MAKE CHECKS PAYABLE TO: Village of Royal Palm Beach***

**Mail to: RPB Commons Park 11600 Poinciana Blvd, Royal Palm Beach, FL 33411**