

Name:

Booth # \_\_\_\_\_

Toll Free: 1-866-785-3532  
Cell: 865-567-9769

220 W. Dumplin Valley Road  
Kodak, TN 37764

GREAT SMOKIES FLEA MARKET  
VENDOR CONTRACT

Phone: (865)932-3532  
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Email: [GreatSmokiesFleaMarket@hotmail.com](mailto:GreatSmokiesFleaMarket@hotmail.com)  
Web site: [www.GreatSmokiesFleaMarket.com](http://www.GreatSmokiesFleaMarket.com)

**RULES AND REGULATIONS**

Great Smokies Flea Market (GSFM) strives to maintain a clean and attractive market. The rules and regulations are intended for the benefit of all dealers and will be enforced. All dealers will be immediately notified of any changes or additions to these rules. Unless you have written permission signed by management, then you are expected to follow all of these rules.

**BUSINESS HOURS**

Business hours are strictly enforced. Hours of operation are Friday, Saturday & Sunday from 9:00 a.m. to 5:00 p.m. (Interior). Closing time is 5:00 p.m. All interior vendors must be out by 5:15 p.m. to avoid a \$20.00 service charge.

**DEALER SETUP (INTERIOR)**

Setup hours are Monday and Thursday from 9:00 a.m. to 4:00 p.m. No exceptions. This insures security for the dealers' merchandise left during the week. Every dealer must sign in and out during the setup and they are required to stay within their designated area.

All interior vendors are requested to notify GSFM two weeks in advance before vacating their rental space. Failure to give notice may result in you being responsible for additional rent. All interior and exterior dealers vacating their space are required to do so by the close of business on Monday. Failure to vacate by Monday will result in the dealer being charged for one additional weekend rental.

All interior dealers are required to open their space for sales promptly at 9:00 a.m. They must remain open until closing at 5:00 p.m. Exterior spaces that have been reserved will be held until 8:00 am. At that time, space will be rented to the next dealer unless prior arrangements have been made with management.

**RESERVATIONS**

Reservations for space rental must be paid in advance. No refunds will be issued. Rental space for the preceding weekend must be paid in full at the business office by 1:00 p.m. on Saturday or a late fee of \$20.00 will be applied. No exceptions. Rental space will be leased only by GSFM office personnel or management. Absolutely no sub-leasing permitted. Sale of your business is permitted but buyer must be approved by management. If buyer is approved by management the GSFM reserves the right to relocate you or reduce the number of booths.

**INTERIOR SPACES MAIN BUILDING**

Initial \$15.00 processing fee will be charged  
10 x 10 Booth Rental Spaces \$65.00 per weekend  
10 x 10 Corner Booth Spaces \$75.00 per weekend  
10 x 12 Booth Rental Spaces \$75.00 per weekend  
10 x 12 Corner Booth Spaces \$85.00 per weekend & up

**ANNEX BUILDING**

10 x 10 Booth Rental Spaces \$55.00 per weekend  
10 x 11 Corner Spaces.....\$60.00 per weekend

**EXTERIOR SPACES**

Table Space (one 8' x 3' Table)..... \$13.00 per day  
Breezeway Space (one table)..... \$18.00 per day  
Exterior 10' x 13" shed space (1 table) ..... \$18.00 per day  
Exterior 12' x 20' carport space (2 tables) ..... \$18.00 per day  
Exterior 18' x 20' carport space (2 tables). \$21.00 per day  
EXTRA TABLE RENTALS..... \$2.00 PER DAY

**STORAGE SHEDS**

10 X 10 storage shed...March-December \$75.00; January & February \$75.00

**TRUCK OR TRAILER LOAD SPACES \$1.00 PER FOOT**

**CAMPER PARKING \$15.00 PER DAY — ELECTRIC HOOKUP**

Fri. & Sat. Nights Only – Fri., Sat., & Sun. Days Only

There is an additional \$2.00 per day city and county license fee.

**PARKING**

All handicap spaces are reserved for our customers only. Saturday and Sunday all inside vendors and employees must park on the gravel parking lot. Friday vendors and employees are allowed to park on blacktop below the tree line or on the gravel.

**LIEN FOR UNPAID RENT**

Dealer hereby agrees that GSFM shall have a lien on any of dealers merchandise left in the dealers' space for any unpaid rent or other obligation of the dealer to GSFM. In order to satisfy a lien after seven (7) days notice has been given, dealer hereby authorizes GSFM to sell dealer's merchandise left in dealer's space at public or private sale without any further notice to the dealer. GSFM will apply the proceeds from the sale of said merchandise to the expenses of sale, the dealer's obligation for rent and the excess, if any, to the dealer.

In addition, if the dealer leaves any merchandise in the space and does not remove the same within seven (7) days after written notice from GSFM, GSFM is entitled to take possession of said merchandise, sell the same at public or private sale without any notice to the dealer and apply the proceeds from such sale to any rent due, all reasonable and necessary expenses of the sale and the excess, if any, to the dealer.

**PAYMENTS**

Rental space payment may be paid by cash, check, money order, or credit card. There will be a \$35.00 fee for all returned checks. In the event of one returned check, all future rent must be paid in cash.

If a vendor's merchandise occupies a rental space in our interior rental space, dealers will be required to pay rental for space no matter whether the dealer is present in the space or not, including closing of GSFM due to bad weather.

**LICENSE AND TAXES**

GSFM is required by the State of Tennessee, City of Sevierville and County of Sevier to collect and enforce compliance for the following business taxes and sales taxes: Dealer/Exhibitor is required to display (1) State of Tennessee Sales Tax Number OR (2) a Sales Tax Certificate. Certificates can be purchased through GSFM business office for: (1) One month, \$5.00, (2) Quarterly \$15.00, or (3) Annually \$45.00; City of Sevierville business tax is required in the amount of \$1.00 per day per exhibitor. County of Sevier business tax is required in the amount of \$1.00 per day per exhibitor. You may purchase each of these business licenses on an annual basis from the city and county, and they must be for our location only. These business taxes are in addition to the rental space charges.

No alcoholic beverages permitted on property. This will be strictly enforced. Anyone failing to adhere to said rule will be asked to leave the property immediately. This is a **SMOKE FREE ENVIRONMENT**, therefore smoking is not allowed inside the facility.

**MERCHANDISE**

The selling of any reproduced licensed merchandise without written permission from the owner of the product is strictly prohibited on this property. Any products that are copyrighted or have a registered trade mark shall not be copied or reproduced for sale at the GSFM. Reproductions and distribution of any copyrighted material including audio CD's or cassette tapes without authorization from the copyright owner is strictly prohibited.

All merchandise being sold by the dealer shall be listed. Any changes must have the written approval of management. The sale of any alcoholic beverage and/or fireworks is strictly prohibited. Management reserves the right to restrict the sale, display, or distribution of any objectionable printed material, photographs, films, books, etc. Guns and knives sold on the premises must not be carried throughout GSFM without being packaged. No handbills will be given out on the premises unless express written consent is obtained from management. GSFM does not condone the sale of counterfeit merchandise and is not responsible for any merchandise sold. No animals may be sold on the property without special permission from management. No animals may be given away on the property.

The dealer understands that the selling of unregistered guns is a criminal offense subject to fines and imprisonment. No dealer shall sell any guns other than long guns (i.e. hunting rifles or shot guns) or antique guns. The sale of pistols or any guns shorter than eighteen (18") inches is absolutely prohibited even by licensed gun dealers. Any dealer selling firearms illegally will be immediately reported to the proper law enforcement authorities.

**RISK OF AND LOSS OF INSURANCE**

GSFM must have unrestricted access to all booths with breaker boxes, air conditioners, or overhead lights. **NO EXCEPTIONS.**

A \$100.00 service fee will be charged when walls must be removed to expand or reduce the number of booths. Only our maintenance crew will do this work.

Dealer's merchandise is to be sold/displayed within rental space area; **NO MERCHANDISE WILL BE DISPLAYED BEYOND THE BLACK LINE** in case of fire or other emergency, GSFM may discontinue to rent space to anyone with one week notice. GSFM does have the right to refuse to rent space to anyone. GSFM is not obligated to continue to rent it or any space if a vendors business changes ownership.

Any dealer desiring not to have their photo, booth photo, or merchandise photo, displayed on television, the internet, or any other type of advertisement must advise GSFM by written notice to keep on file stating you do not wish to be part of any advertisement.

**REMODELING**

No remodeling or electrical work is to be done without prior approval by management. All partitions, walls, counters, lighting or building improvements, etc... that are attached to the building shall be considered as lease hold improvements and become the property of GSFM when rental space is vacated. No holes will be permitted in concrete. Wall height shall not exceed 8 feet. All remodeling shall be done with screws (no nails). No solid tops will be allowed on any booth.

**ELECTRICITY**

Outlets are available for most interior rental spaces. Excessive use of extension cords will not be permitted. Only heavy-duty cords are allowed. Dealers requiring large amounts of electricity will be charged accordingly. No hot plates, coffeepots, heaters, televisions, small appliances or fans will be permitted without management approval. Each dealer is restricted to 300 watts. **NO HEATERS OF ANY TYPE PERMITTED.** All lights must be turned off every night. Anyone in violation of these rules will be fined \$20.00 per day.

**TRASH**

Trash must be disposed of in trash containers provided. Boxes must be broken down, separated from trash, and placed in the baling room. Failure to dispose of trash properly will result in a \$20.00 service fee. Trash barrels are for customers only. Dealers may dispose of their small trash such as lunch bags, cups, Kleenex, etc. in the trash barrel. But ABSOLUTELY **NO BOXES.**

**INDEMNIFICATION**

**EACH DEALER WILL INDEMNIFY AND HOLD HARMLESS GREAT SMOKIES FLEA MARKET FROM ANY CLAIMED LOSS OR INJURY SUFFERED AS A RESULT OF THE DEALER'S MERCHANDISE OR THE DEALER'S ACTIONS. THIS INDEMNITY SHALL INCLUDE ALL ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES RELATED TO DEFENDING ANY CLAIM OR CAUSE OF ACTION. FURTHER, THE DEALER WILL INDEMNIFY AND HOLD HARMLESS GREAT SMOKIES FLEA MARKET FROM ANY CIVIL LIABILITY TO ANY PERSON, CORPORATION, COMPANY OR OTHER INDIVIDUAL ENTITY FROM ANY DAMAGE THAT MAY OCCUR TO ANY PERSON OR PROPERTY RESULTING FROM OR OCCURRING AS A RESULT OF THE DEALER'S USE AND OCCUPANCY OF A RENTAL SPACE OR THE PERSONAL ACTIONS OF THE DEALER WHILE ON THE GSFM PREMISES. ANY FAILURE OF A DEALER TO COMPLY IN ANY RESPECT WITH THE RULES AND REQUIREMENTS OF THIS PROVISION, AS WRITTEN OR AS MODIFIED, SHALL SUBJECT THE DEALER TO THE INDEMNIFICATION PROVISIONS TO THE BENEFIT OF GREAT SMOKIES FLEA MARKET.**

**I HEREBY CERTIFY AND ACKNOWLEDGE THAT: I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND MANAGEMENT DISCLAIMER. I HEREBY AGREE TO ABIDE BY AND ADHERE TO ALL TERMS, CONDITIONS, RULES AND REGULATIONS STATED HEREIN.**

**NON-COMPETE AGREEMENT**

Dealer hereby agrees that while renting from or upon leaving or ceasing to rent space from the GSFM that he or any of his immediate family will not rent or participate in any way in a flea market or mall within a five (5) mile radius of the GSFM for two (2) full years.

IN WITNESS WHEREOF, the parties hereto execute this agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**LESSOR: GREAT SMOKIES FLEA MARKET BY: \_\_\_\_\_ LESSEE: \_\_\_\_\_**

STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who upon oath acknowledge himself to be the \_\_\_\_\_ of GREAT SMOKIES FLEA MARKET, the within named bargainor, and that he as such \_\_\_\_\_ being duly authorized so to do, executed the within instrument for and on behalf of said GREAT SMOKIES FLEA MARKET and for the purposes therein contained, by signing the name of GREAT SMOKIES FLEA MARKET there to by himself as \_\_\_\_\_

Witness my hand and official seal at office in said County, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in said County, this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
STATE OF TENNESSEE  
COUNTY OF SEVIER

**LESSEE INFORMATIONS**

<b>Business Name:</b>	<b>Phone Number:</b>
<b>Owner:</b>	<b>Lessee Drivers License Number:</b>
<b>Address: (No PO Box)</b>	<b>Merchandise:</b>
	<b>Interior Rental Space Number:</b>
	<b>Notes:</b>