



THE REBORN HOUSE SQUARE Home, Artisan & Design Market in Branford, CT
Every 1st Friday & Saturday beginning May 3rd-October 4th, 2019 10am- 5pm

THE REBORN HOUSE SQUARE VENDOR AGREEMENT



What's TRHS? *The Reborn House Square (TRHS), established in 2018, is a community driven, pedestrian friendly commercial activity in Branford, CT creating a lively market and pedestrian safe zone. Market hours are 10:00 a.m. to 5:00 p.m. every 1st Friday and Saturday, from May until October. TRHS features indoor/outdoor furniture & décor, cultural art, yard & garden art, antiques, collectibles, the decorative arts (antique, traditional, vintage, retro), architectural and industrial salvage, including stained glass, textiles & rugs, wallpaper, paint, clay, lighting and tabletop items and more. TRHS will also feature unique design companies, including architecture, interior, garden & landscape. TRHS strives to cultivate diversity with our hand-picked, multifaceted selection of food vendors.*

Who's the Community Sponsor? *TRHS is the operator of the market under an approved City permit of the The Reborn House LLC (TRH), a local corporation that awards grants to faith based community efforts.*

An Important Reminder: *TRHS supports and is a member of the local community and it is necessary that our vendors treat the market, the community, and our customers, including the thousands of tourists who shop at TRHS, courteously and professionally so that the market remains a valued community asset for Branford, CT as a outdoor shopping and cultural institution. Actions or activities that, in the reasonable opinion of TRHS, are injurious to the community or to the reputation or operations of TRHS or the reputation of its community sponsor will not be permitted. Rules and regulations are necessary and appropriate for the orderly and efficient operations of TRHS and TRHS strives to balance the interests of the community, the market, our vendors, our community sponsor, and our customers.*

APPLICATIONS

Vendors are **required** to complete an application. Applications are available online printable PDF at <http://therebornhouse.com/square>, by request from the TRHS office, or from the Information Booth at the front of the market.

DOCUMENTS YOU NEED

You hereby agree to comply with all federal, state, county and city ordinances, laws and regulations including obtaining:

- 1.) CT State Tax ID:** *All vendors must have a valid Connecticut State Tax I.D. One of the following will suffice as evidence of a Connecticut State Tax I.D., which must be produced to the Manager: CT State Sales Tax License, CT State Resale Tax Number, Certificate of Authority, Resale Number, or Sales Tax Number To obtain a Tax I.D.*

2.) Temporary Street Fair Vendors Permit or General Vendor License: Obtain this from the Department of Consumer Affairs (DCA).

RESERVATIONS: Make a reservation by one of the three means below by Friday April 25th at 12 p.m. Reservations made after Friday April 25th at 12 p.m. are subject to a \$20 late fee and space remains subject to availability! If there is no available space approved vendors will be added to the waiting list and contacted in the order that application was received about upcoming available spaces.

- 1) Telephone:** Call (203) 216-9874 anytime during the week between 10 a.m. to 5 p.m. Generally messages are returned on Tuesdays and Thursdays each week.
- 2) E-mail:** E-mail square@therebornhouse.com and include in the Email your name, address, phone number, tax I.D., merchandise type, number of booths, tents or table rentals, and the day(s) you'd like to sell at the market. Put "Vendor Reservation" in the subject line.
- 3) At the Market:** Reservations may be made in advance at the market by notifying the manager.

CANCELLING: To cancel your reservation, you must call the office at (203) 216-9874 or email info@therebornhouse.com with the subject line "Vendor Cancellation" by the 15th of each month. Reservations cannot be canceled after 3 p.m. on the 15th of each month. You are responsible for payment on any reservation not canceled by 3 p.m. on the 15th of each month regardless of whether you subsequently appear to sell at the market that weekend.

NO-SHOW POLICY: If you have not contacted us to cancel and you do not show up for the space you reserved: 1) you will be held accountable for the cost of the space and 2) you must pay before you can reserve a booth at the market again. Any vendor in arrears will not be permitted to sell at the market until the arrears are satisfied in full.

RULES & RESPONSIBILITIES:

You hereby understand and agree:

- Occupy only the square footage rented and
- No spreading/"oozing" beyond your rented booth space(s)—it is patently unfair to other vendors; if you require additional space, you must request it from the Manager who will try to provide it based on space availability, the needs of other vendors, the market and the community;
- No moving or shifting to space(s) other than the one assigned by the manager;
- Make all payments only to the manager;
- Not to display on your vehicle any merchandise, food, equipment, etc.
- Keep the market safe for pedestrians and shoppers by maintaining a tidy booth free of any items or objects that could pose a trip or other hazard;
- Never sell or otherwise bring any dangerous items or merchandise to the market, including but not limited to weapons, guns, explosives, harmful chemicals, drug paraphernalia, fireworks, incendiary devices, etc.;

- *Limit sales activities to your booth and not hawk or shout for shoppers' attention;*
- *Never sell any product or service that is in violation of any local, city, state or federal regulation or statute;*
- *Never sell counterfeit items and stolen merchandise—they are strictly prohibited;*
- *Not to discriminate against any shopper or other vendor on the basis of race, color, national origin, religion, gender, sexual orientation, gender identity, age, disability, veteran status or any other status protected by federal, state, or local law.*

And you hereby understand that

- *Vendors will be selected on the basis of quality, type, and sales price of merchandise and the interests of the community, the market, our customers and other vendors;*
- *There will be no discrimination against a vendor by TRHS on the basis of race, color, national origin, religion, gender, sexual orientation, gender identity, age, disability, veteran status or any other status protected by federal, state or local law;*
- *Vendors who are suspected of fraud or the misrepresentation of merchandise, sell illegal or prohibited merchandise, harm the community, interfere with the orderly and efficient operations of the market, harm the reputation of the market or otherwise fail to maintain good relations with our customers and other vendors may be excluded from market;*
- *Problems with Other Vendors – Any grievance regarding the actions of other vendors shall be brought to the attention of the manager and not directed to the vendor in question, and management will be work to mediate a resolution; if a resolution cannot be mediated one or more vendors may be asked to leave the market and will not be entitled to a return or refund of any reservation fee;*
- *Non-Adherence – Vendors who do not observe this Agreement or fail to treat the community, the market, customers or other vendors with courtesy and respect may be subject to loss of vendor privileges and may be asked to leave the market immediately. No refunds will be given for vendors under such circumstances.*

LOAD IN & LOAD OUT

- *Vendor load-in/setup is from 7:00 a.m. to 9:45 a.m. Friday & Saturday.*
- *Vendor must check in with manager at information booth.*
- *Vehicles must be parked or removed no later than 8:45 a.m.*
- *Vehicles will be allowed back in for load-out at approximately 5 p.m. or after the Manager has granted permission.*
- *Load-out must be completed and the market vacated by no later than 7 p.m. Saturday.*
- *There will be security so vendor merchandise may remain overnight on Fridays at the Vendor's risk. Note: TRHS is not held liable for any lost or stolen goods left at the market overnight.*
- *Vehicles must take extra care to ensure the safety of pedestrians and other vendors during the load-in/break-down process. The following rules must be observed:*
 1. *Headlights and hazard lights must be on at all times.*
 2. *Driving speed must not exceed a brisk walking pace (approx. 3–5 MPH).*

WEATHER: *TRHS will close only for severe rain, snow, or wind conditions. Market closures are rare and are posted on the website and announced on social media as soon as practical. You may also call the market during business hours to inquire. If it rains sufficiently before 9 a.m. a rain date may be declared at the discretion of the management.*

Power: *Please note that there are no sources of electrical power available on the street.*

PRICES: *\$15 non-refundable application fee which will be applied to the booth rent upon approval. Total payment due is processed immediately upon approval. Then every 15th of the month we will process payments for the following month unless written documentation is received by TRHS Manager(s) before the 14th of each month. All booth spaces are 10' x 10'. Booth space rates and all other pricing are posted on TRHS's website or can be obtained by calling the TRHS office during office hours. The below prices are accurate at the time of this writing; TRHS reserves the right to change any pricing, including for booth space, rentals, and services; TRHS will make reasonable efforts to announce and publicize any price change(s) not less than 2 weeks before their implementation, and such efforts may include a website posting, e-newsletter, handouts, social media, etc.*

10' x 10' Booth: \$195/weekend, 10' x 15' Booth-and-a-Half: \$250/weekend, Tables and tents are supplied by vendor. Oozing charge: \$35 (or more in \$35 increments)

INDEMNIFICATION: *You hereby agree to protect, defend, indemnify and hold harmless The Reborn House Square (TRHS), the Town of Branford/ Office of the First Selectman/ Branford Town Hall Office, The Reborn House LLC (TRH), including affiliates, officers, employees, members, shareholders, directors, subsidiaries, agents, and representatives of the aforementioned entities, from and against any and all losses, attorneys' fees, suits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for bodily injury, death, property destruction, damage or theft arising out of or incidental to or in any way resulting or occurring by reason of the conduct, actions, omissions, negligence or incompetence by TRHS or its employees, agents, subcontractors, or representatives, including all vendors participating in the market. You covenant not to sue and waive all claims against TRHS and TRH for consequential damages, loss of profit or sales as a result of weather, shopper turnout, TRHS decisions to ask you to leave or to not rent to you and any other known cause. You further agree that TRHS and TRH are not responsible for any damage, loss or theft of your merchandise or property. You agree to abide by the rules and regulations of TRHS as described in this Agreement &/or on the TRHS website.*

ADDITIONAL:

Buffer Zone: *TRHS Management will maintain a seven-booth "buffer zone", which is designated and labeled.*

Consolidation: *When the market is not fully booked TRHS Management may consolidate empty space at the eastern end of the market to the extent logistically feasible.*

READ, COMPLETE AND SIGN THE NEXT PAGES

**2019 THE REBORN HOUSE SQUARE VENDOR
APPLICATION**

READ, COMPLETE AND SIGN

⇒I HEREBY APPLY AS A VENDOR FOR THE YEAR 2019. MARKET OPERATIONS WILL BE EVERY 1st FRIDAY & SATURDAY OF EACH MONTH FROM 9:00 AM TO 5:00 PM. THE SEASON WILL RUN FROM MAY 3RD – OCTOBER 5TH, 2019.

⇒I UNDERSTAND THAT THIS APPLICATION IS SUBJECT TO APPROVAL. ONCE DECISION IS MADE A FOLLOW UP EMAIL WILL BE PROVIDED TO ME BY TRHS. TRHS WILL PROCESS ALL RENTAL PAYMENTS THE DAY APPLICATION IS APPROVED. FOR MY APPLICATION TO BE CONSIDERED, I WILL PROVIDE A DESCRIPTION OF THE ITEMS I WISH TO SELL AND SEND/UPLOAD PHOTOS ALONG WITH THIS COMPLETED APPLICATION. IT IS SUGGESTED BY TRHS THAT YOU ALSO UPLOAD A LOGO FOR MARKETING PURPOSES. FOOD TRUCK VENDORS MUST UPLOAD A MENU AND LOGO.

⇒I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR INSURANCE TO PROTECT AGAINST LOSS, THEFT, OR DAMAGE OF MY INVENTORY. TRHS, THE REBORN HOUSE LLC, ITS MEMBERS, OR ACT OTHER REPRESENTATIVE OF THE COMPACT IS FULLY RELEASED FROM ACT LEGAL ACTION RESULTING FROM LOSS, THEFT, OR DAMAGE OF PERSONAL PROPERTY.

⇒I AFFIRM THAT I AM FAMILIAR WITH AND AGREE TO ABIDE BY THE GUIDELINES FOR PARTICIPATION AT TRHS, AND I ACCEPT FULL RESPONSIBILITY FOR ACT DAMAGES, LOSS OR THEFT AND ALL CHARGES INCURRED:

Name of Company/Entity:

TAX ID# (FEIN OR SSN):

Years In Business (Circle One): 1-2 years 3-5 years 6-9 years 10+ years
Contact Person: _____ **Referred By:** _____

State Of Connecticut Sales Tax Cert. Of Authority #:

Required Of All Vendors!

State Of Connecticut Street Vendor Permit #:

Required Unless Otherwise Noted!

Company Name (as on sales tax cert.):

Address:

City:

State:

Zip:

Phone Number(s):

Fax:

Email Address:

Website:

Social Media tags:

Forms of Payment Accepted By Your Company (check all that apply)

Cash **Checks** **Credit Cards** **Apple Pay** **Paypal**

OTHER:

PAYMENT INFORMATION (For Rental Payment & Fees):

Payment Address (If Different From Address Above):

City:

State:

Zip:

Business Email Address (For E-Notifications):

Banking Info: Account #:

Routing and Transit # (Via ACH):

Credit Card: Name on Card:

Card Number

Expiration Date:

Security Code:

Signature:

Date:

EARLY BIRD SPECIAL:

Reserve booth by the end of the 1st week of the previous month and receive a 10% discount.

REFERRAL SPECIAL:

You make 10 referrals and make sure they add your name to their application and you get a free weekend.

For TRHS Accounting Use Only:

New Vendor: Yes No

Vendor #:

Vendor Type:

Vendor Placement:

Date received:

Date completed:

Email/Phone Correspondence

Date(s):

TRHS Authorized Representative Name:

TRHS Authorized Representative Signature: