



**\*PLEASE READ CAREFULLY\***

**Market runs Memorial Day Weekend through Labor Day Weekend.**

**Market runs from 11:00am – 5:00pm**

Email us at [villagemarketmilford@gmail.com](mailto:villagemarketmilford@gmail.com)

#### **EVENT REGULATIONS:**

- All vendor applications are subject to market management approval.
- Vendors displaying and/or selling merchandise not approved by the market management are subject to expulsion from the event.
- All merchandise and displays must remain within the allotted/delineated space.
- The sale of Tobacco, Alcohol and Firearms is strictly prohibited.
- Vendor locations are limited to designated areas and availability.
- Event is held rain or shine – no refunds.
- No animals permitted except for ADA service animals. No emotional support animals.
- All vendor tents must be safely staked or weighted.
- No gasoline or propane powered generators or inverters.
- Electricity provided only in designated locations at an additional charge. Refer to site map and vendor registration fees.
- Certificate of Liability Insurance is **required**.
- Food Vendors are responsible for County Health Dept. Permits
- Set up starts at 9:00am. You must be set up by market start time.

#### **VENDOR REGISTRATION FEES:**

- ~~○  10' x 10' premium space = \$75.00 per day~~
- ~~○  10' x 10' premium space = \$125.00 for both days~~
- ~~○  10' x 10' standard space = \$50.00 per day~~
- ~~○  10' x 10' standard space = \$85.00 for both days~~

- Payments can be made via check (\$30.00 fee for returned checks) or credit card.
- Electrical outlet available for an additional \$15.00 fee per space.
- Requested spaces are NOT guaranteed and are assigned on a first come first served basis. Spaces will NOT be assigned until payment, a signed Vendor Liability Waiver, and insurance information is received.



#### **VENDOR APPLICATION PROCEDURE**

1. Complete the vendor application with all the information requested.
  - a) Incomplete applications will not be accepted.
  - b) Receipt of application is NOT a confirmation of acceptance or approval. Do not send vendor registration fees prior to approval.



- c) The Village Market management is required to verify applicant's authenticity. Please provide all social media platforms (website, Facebook, Instagram). If we cannot verify the vendor, your application will not be approved.
  - d) Email: VillageMarketMilford@gmail.com
2. Upon approval of your application, we will notify you via phone or email and request the following be submitted. No space will be assigned until the following items are received.
- a) Payment of vendor registration fees.
    - Checks should be made payable to Apple Valley Operations, LLC.
    - If credit card payment is required, an invoice and payment instructions will be sent with your approval email.
  - b) Certificate of Liability insurance is due at the time of payment.
    - **A Certificate of Liability Insurance is REQUIRED.**
    - Additional Insureds MUST be listed as follows:
      - Apple Valley Operations, LLC – 401 Broad Street, Milford, PA 18337
      - Apple Valley Realty, LLC – 401 Broad Street, Milford, PA 18337
      - Milford Hospitality Group, Inc. – 401 Broad Street, Milford, PA 18337
      - Schrader Creations – 108 US 6, Bldg 2, Milford, PA 18337
  - c) Signed Vendor Liability Waiver is due at time of payment.
    - Vendors are required to review and accept the Vendor Liability Waiver in order to participate in The Village Market. A copy of the Vendor Liability Waiver will be emailed to you upon approval of your application. If you wish to review the document prior to applying, please email VillageMarketMilford@gmail.com to request a copy.
3. Upon your approval and receipt of the items listed above, we will assign your space and provide any additional information.



Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Business Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Business Website: \_\_\_\_\_

Social Media Pages: \_\_\_\_\_

Emergency Contact Name & Phone #: \_\_\_\_\_

Vendor Space Requested (premium / general): \_\_\_\_\_

Type of Vendor: \_\_\_\_\_

Electricity Required? (*Available on a first come, first reserved basis*) (Yes / No): \_\_\_\_\_

Dates (Choose up to 4): \_\_\_\_\_

Day Choice (Saturday / Sunday / Both): \_\_\_\_\_

(Credit Card) or (Check) please circle one. \*Cash payments are also accepted upon request and must be paid in person.

Merchandise Description (be Specific):  
\_\_\_\_\_  
\_\_\_\_\_

Please initial, date and sign.

\_\_\_\_ I accept the terms and conditions above.

\_\_\_\_ I understand if I misrepresent myself or my business in this application, I will be asked to leave and will forfeit all fees I have paid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Retain a copy of your application for your records.***

## **VENDOR LIABILITY WAIVER**

THIS VENDOR LIABILITY WAIVER (“Waiver”) is entered into effective as of the date of signature in consideration for you (“Releasor” or “Vendor”) receiving permission to enter, rent, lease, license, occupy or otherwise make use of selling space (the “Market Space”) at The Village Market (the “Market”) operated by Apple Valley Operations, LLC, a Pennsylvania limited liability company (“Apple Valley”).

### **AGREEMENT**

1. **General Release.** In consideration of Apple Valley granting me the right to use the Market Space, I, for myself, my employees, agents, representatives, and assigns, hereby release and hold harmless Apple Valley, and its contractors, directors, officers, employees, agents, representatives and assigns (“Releasees”), from all claims of negligence resulting in personal injury, accident, illness (including death) or property damage arising from or relating to my participation in the Market and use of the Market Space.

2. **Assumption of Risk.** In executing this release, I acknowledge that participation in the Market and use of the Market Space carries certain inherent dangers that cannot readily be eliminated regardless of the care taken to prevent and avoid injury, and hereby additionally assume the risk of liability for injury, accident, or illness, including death, resulting from such dangers. These dangers include, without limitation, heavy lifting, falling objects, exposure to hazardous materials or equipment, exposed wires, moving vehicles, and uneven footing, as well as general risks including, but not limited to slips, trips, falls, cuts, adverse weather conditions, falling trees or branches, and the acts or omissions of Market customers or vendors or other members of the public. I understand that the description of the risks in this Waiver is not complete and that other risks or events arising from participation in the Market or use of the Market Space, both known or unknown, anticipated or unanticipated, may result in serious bodily injury, death, or property damage.

3. **Indemnification.** I agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related to the negligent or intentional acts or omissions of myself, my employees, agents, representatives or assigns in connection with my participation in the Market or use of the Market Space, including any acts or omissions undertaken in contravention of Apple Valley’s Rules and Regulations.

4. **Compliance with Laws.** I agree to obey all laws, ordinances, rules and regulations adopted or established by Federal, State, or local governmental agencies or bodies while participating in the Market or using the Market Space.

5. **Media Release.** In further consideration for my use of the Market Space, I authorize Apple Valley and its affiliates the use of my likeness or identifying information in any publications or publicity materials, including but not limited to, books, internet and web content, newsletters, newspapers, and other means of advertising, without any compensation or fee being paid.

6. **Choice of Law.** I agree that any dispute concerning this Waiver will be governed by the laws of the State of Pennsylvania and that the exclusive venue for any dispute that may arise out of this Agreement will be in Pike County, Pennsylvania. If any clause or provision of this Waiver is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions of this Agreement, which will continue to be enforceable.

7. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS WAIVER, I AM FREELY AND KNOWINGLY AGREEING TO ALL OF THE PROVISIONS OF THIS WAIVER, AND I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THE WAIVER.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Vendor Print Name

\_\_\_\_\_  
Business Name