



Do you want a phone line in your booth at an additional \$50.00 hook-up charge & a flat rate of \$20.00 per month?

Yes       No

I have read and understand the vendors rules and regulations of this market and I agree to follow them.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**FOR OFFICE USE ONLY**

**Date Received:** \_\_\_\_\_

**Received By:** \_\_\_\_\_

**Vendor ID Number:** \_\_\_\_\_

**Booth No.:** \_\_\_\_\_

**Payment Received: \$** \_\_\_\_\_

**Notes:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Vendor Information: Application, Rules, and Regulations

Vendors are a critical component of Memphis International Flea Market. Without our vendors, we are an empty building and parking lot. So we at Memphis International Flea Market do what we can to provide vendors with a professional place where they can conduct business. And we do our best to advertise and promote the market so those vendors can do as much business with as many customers as is possible.

If you are a vendor, please feel free to speak with anyone in management at any time about any questions or problem you may have. We will do our best to resolve it in a professional and courteous manner.

Space Leasing: Memphis International Flea Market operates the market with sophisticated space sales accounting and tracking system. Vendors are able to purchase their spaces in advance of each market. However the best way to get a good space at Memphis International Flea Market is to reserve the space indoors or outdoors on a recurring monthly basis. With our advanced space sales computer system and our trained and dedicated employees, vendors can be sure that they will receive the space they intend to receive, at a fair and stable price. We expect vendors to operate in a business-like manner, and we try to do the same.

If you have any questions or concerns, please feel free to let us know.

**Memphis International Flea Market**  
**4000 Jackson Avenue**  
**Memphis, TN 38128**

Phone: 901-795-0808 – Fax: 901-405-1244 – [info@mifleamarket.com](mailto:info@mifleamarket.com)

## Vendor Rules & Regulations

The Memphis International Flea Market is a unique place to visit and a great place to operate a business. As with many things in life, Memphis International Flea Market has rules and regulations. We have rules and regulations to make Memphis International Flea Market a better flea market for both Vendors and shoppers. We look forward to working with you. Please feel free to provide us with any thoughts and comments you have regarding these Vendor Rules and Regulations.

### General Rules & Regulations

1. Vendors must comply with all federal, state, county and city ordinances, laws and regulations, and have appropriate permits and/or licenses.
2. Vendors must possess a Space badge for each space occupied prior to setting up.
3. A space badge is a unique ID that represents a temporary license to occupy a particular space on a particular day and can be revoked for any reason. A Space badge cannot be sublet, assigned or transferred by the purchaser. All changes must be approved by the management. There are no refunds or rain checks. Vendors have no proprietary rights to any space. All vendors must carry his/hers badge for the entire day while occupying and conducting sales at the Memphis International Flea Market. Additional charges will apply for additional badges if requested and whomever carries a second badge under the parent vendor must provide identification matching the badge otherwise the badge will be revoked.
4. Vendors who Lease a Space at the Memphis International Flea Market accept the space on an as is, where is, basis. Memphis International Flea Market offers no guarantees or warranties of any kind. The Vendor will specifically hold Memphis International Flea Market, LLC, its members, managers, officers, employees, directors, shareholders and agents harmless from any and all damages and/or injuries suffered in conjunction with its operation. Vendors must execute the Memphis International Flea Market Vendor Agreement before occupying a space. Should a Vendor fail to execute a Vendor Agreement, the Vendor agrees (which agreement is evidenced by occupying a space or purchasing a Space Ticket) nonetheless, to be bound by the terms of Vendor Agreement. Vendor Agreements are available in the Space Sales office.
5. Monthly Vendors must occupy the designated space each Friday, Saturday and Sunday or it may be licensed to another Vendor. A Monthly Vendor who does not intend to open on a Friday, Saturday or Sunday must receive permission from Memphis International Flea Market before the day the Vendor does not open.
6. Vendors cannot hold a space for another Vendor.
7. A license to occupy a space on a monthly basis ("Monthly License") must be paid before the selling day of the prior month.
8. Vendors who purchase a Monthly License for a Space must pay the monthly license fee ("License Fee") before the 1<sup>st</sup> of each month. On the 5<sup>th</sup> of the month, a late fee of 10% will be assessed on any unpaid balance of the monthly License Fee. If the License Fee and any late payment are not paid by the 7<sup>th</sup> of the month, the license is revoked and the Vendor MUST apply for a new license and the Memphis International Flea Market will have the right to refuse any License re-issuance. Any property left in the Space will be removed and disposed of or sold. If there is any storage fee, Vendor will be billed for that cost.
9. Vendors, who license a space on a daily basis, indoors or outdoors, must remove all their property from the space by the time the market closes each day. Any property remaining in the space will be considered trash and will be disposed and may be fined.
10. All outdoor awning, frames, tables, chairs, merchandise and vehicles must be removed by the end of the day. Vendors who purchase a license for Friday, Saturday and Sunday for an outside space may leave their canopy poles in the Space on Sunday night. Any property left outside will be confiscated and destroyed. If the property is returned, a return fee up to \$100.00 will be charged for the return of said property.

11. Management reserves the right to move Vendors, and/or refuse to sell a license or Space badges to a Vendor or prevent a Vendor from occupying a space for which they have a Space badge.
12. Management reserves the right to refuse admission to any person (Vendor or shopper) to Memphis International Flea Market if Vendor's license has been revoked, if management believes the person will not comply with the Vendor Agreement or these Rules and Regulations, or management believes there may be a breach of the peace.
13. The Memphis International Flea Market is designed to accommodate all vendors on designated spaces to make sure the vendors have successful sales and all vendors MUST clearly specify his/hers products. Competing or selling the same product not mentioned in the seller's application will result on vendor license revoked immediately.
14. Management reserves the right to enter any space, inspect all merchandise and regulate what the Vendor sells at anytime.
15. Vendor merchandise, awning frames, tables, chairs, vehicles, tie downs, etc. must remain within the lines or walls of the space.
16. All awning, tents, tarps, etc. must be firmly secured to the ground. Vendors are responsible for any injuries or damage that occurs from Vendor awning, tarp, tent, etc.
17. Vendors must remove their trash from the grounds. Trash cans and the trash compactor are provided for shoppers' trash only. Vendors leaving trash will be fined up to \$100.00 or more for trash removal and if the same issue arises more than one time the Vendor license may be revoked.
18. Due to insurance requirements, driving in the outdoor selling area is strictly prohibited during the market hours. (Any vendor parking at the public parking lot will be fined up to \$200.00.
- 19. If vendor does not show for two consecutive weekends and fails to notify the office, the Memphis International Flea Market have the rights to remove the items from vendor's booth and store it for no more than 7 days; if vendor does not remove the items after 7 days, the items will then be property of The Memphis International Flea Market and it may be put up for auction where anyone can purchase the items.**

**Prohibited items and Activities (may never be sold)**

- Counterfeit items or unlicensed merchandise
- Guns or Ammunition
- Adult books, magazines, videos or like material
- Drug paraphernalia

Any violations of the above activities, we reserve the right to revoke Vendor's license and may disclose such violation to Law Enforcement.

**Prohibited items (sold only with management approval)**

- Storage, sale or use of gasoline, petroleum, explosive or noxious items or products
- Prepared food, drinks or snacks including alcohol
- Games of chance

**Unless authorized Memphis International Flea Market prohibits**

- Solicitation of vendors and shoppers
- Distribution of fliers, handbills, etc.

Memphis International Flea Market may take appropriate action against any Vendor who fails to comply with or violates a rule or regulation of Memphis International Flea Market. Such actions may include, but are not limited to, canceling or revoking any license or Space badge, forfeiting any deposits or other monies paid to Memphis International Flea Market, declining any future sales to such Vendor, or any other relief or action deemed necessary by Memphis International Flea Market. These rules and regulations are subject to change without notice. All Vendors agree to be bound by any changes, revisions and interpretation of these Rules and Regulations.

19. There will be NO REFUND for any moneys or credits when any vendor license is revoked

#### EQUAL OPPORTUNITY

*Memphis International Flea Market adheres to the principles of Equal Opportunity. Memphis International Flea Market does not and will not discriminate against any employee, any applicant for employment, and any vendor or any applicant to become a vendor, because of race, color, religion, age, sex, sex orientation, national origin, disability or veteran's status*