



**FLEA MARKET APPLICATION**  
**Seaside Park Marina Lawn (J St & Central Ave)**

**We are pleased to announce**  
**Seaside Park Flea Market**

**2021 SEASON**

**Sundays June 27th through August 29th 8:00am-3:00pm**

**INSTRUCTIONS:**

**\*\*\* COMPLETED APPLICATION AND PAYMENT DUE NO LATER THAN FRIDAY JUNE 11, 2021\*\*\***

1. COMPLETE **ALL** required forms in their entirety to submit an application. Incomplete applications are not accepted.
2. A **signed AND notarized** Hold Harmless Agreement is **required for ALL** applications.
3. A Certificate of Liability Insurance according to the following provisions is **required for ALL** events:
  - a. Furnish Seaside Park with a Certificate of Insurance naming the Borough of Seaside Park as an insured party. The certificate **MUST** state the following in the Description of Operations section:
    1. “Borough of Seaside Park is added as an additional insured excluding workers’ compensation and employer’s liability policy as required by written contract but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.”
  - b. The Certificate of Insurance must evidence the provision of general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 single incident/\$2,000,000 aggregate.
4. NJ Business Registration Certificate (if applicable)
5. Payment by check
6. Approvals for single-day sales will **NOT** be granted after the due date of Friday June 11, 2021



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**VENDOR RULES & REGULATIONS**

1. Vendors must agree to sell items during the hours specific to scheduled day(s). Set-up is NO EARLIER than 7am. Selling begins at 8am.
2. Show Ups will not be granted approval to participate
3. Vendors must ensure their areas are cleaned up before leaving the site
4. Vendors are solely responsible for all required permits. (Health Department, etc.)
5. Borough provides space(s) only. All equipment such as tables, chairs, extension cords, etc. must be provided by the vendor.

I understand and agree to comply with the following terms and conditions. I will be open during all hours of the event and not break down early. I will offer the sale of only the items indicated. Fees are **non-refundable**. I will follow times and all market rules and regulations. I will not set up my market more than 1 hour prior to the market start time. I understand failure to attend may result in my space(s) sold. Failure to provide a complete application may delay processing and/or denial of the application. The Borough of Seaside Park reserves the right to limit the number of vendors, spaces per vendor, types of vendors, and vendor space locations. Spaces will be set on a first-come basis on the market's start date. I understand there are no rain dates and fees are **non-refundable**. Your space for the season will be designated the first market date attended. Failure to comply with the above rules and regulations may result in a non-refundable eviction. I understand no vendor may block or park in front of the 9/11 clock.

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

\_\_\_\_\_  
**Date**

List each person(s) representing your business with dates:

- Full Name: \_\_\_\_\_  
Relationship to business or business owner: \_\_\_\_\_
- Full Name: \_\_\_\_\_  
Relationship to business or business owner: \_\_\_\_\_
- Full Name: \_\_\_\_\_  
Relationship to business or business owner: \_\_\_\_\_
- Full Name: \_\_\_\_\_  
Relationship to business or business owner: \_\_\_\_\_

**Flea Market Operation**

The Borough of Seaside Park is responsible for the orderly operation of the Flea Market. All questions and issues are to be directed to the Borough of Seaside Park. Disputes between vendors will not be tolerated at the site and may result in non-refundable eviction. The Borough of Seaside Park reserves the right to evict any vendor that does not cooperate.

**Borough Code and Local Ordinances**

The Borough of Seaside Park prohibits any person to smoke on any Borough Recreation grounds. The Borough of Seaside Park prohibits any person to litter, make unsightly, damage, destroy, or disfigure any recreation area or any public or private property. The Borough of Seaside Park prohibits the use of any loud, profane, or indecent language.

**Display**

Tables displaying produce and market items will be set up so that no seller blocks or limits the view or access of consumers and must stay within the boundaries of designated areas. All prices must be listed and on display for consumers daily. The Borough of Seaside Park has the right to require any market item that does not comply with the Farmer's Market regulations to be removed. Spaces must be kept neat and orderly and all debris or remaining items are to be removed at the end of market day.

I, as a vendor/company/participant of the Seaside Park Flea Market understand the rules and regulations listed above. I understand that any prepaid fees are non-refundable and failure to attend may result in my space or spaces being sold to another party. I understand the times as outlined above and will follow all market rules and regulations each market day I attend. I understand that failure to provide current insurance with all information stated above will delay the processing of the application and may dismiss the application all together. I understand and respect that the Borough of Seaside Park reserves the right to (1) limit the number of vendors, (2) the number of spaces per vendor, and (3) the variety and types of vendors. I understand that failure to comply with the above rules and regulations may result in eviction and will not be refunded for any prepaid fee.

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

\_\_\_\_\_  
**Date**



**BOROUGH OF SEASIDE PARK**  
 1701 N Ocean Ave  
 Seaside Park, NJ 08752  
 (P): 732-793-3700 (F): 732-793-3737  
 Email: [recreation@seasideparknj.org](mailto:recreation@seasideparknj.org)

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DATE OF APPLICATION: \_\_\_\_\_

Applicant Name \_\_\_\_\_

Business Name \_\_\_\_\_ Tax ID # \_\_\_\_\_

Street Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

List ALL items sold \_\_\_\_\_

Do you accept SNAP and/or any of the NJ assistance programs for payment? Please list \_\_\_\_\_

**WEEKLY FEE(S) SCHEDULE**

Please indicate ALL dates in which you are participating. You will not be permitted to add dates after the application deadline.

<b>SUNDAYS 8AM - 3PM</b>			
DATE	1 Space \$25	2 Spaces \$35	3 Spaces \$50
6/27/2021			
7/04/2021			
7/11/2021			
7/18/2021			
7/25/2021			
8/1/2021			
8/8/2021			
8/15/2021			
8/22/2021			
8/29/2021			
Amount Due	\$ _____	+\$ _____	+\$ _____

TOTAL DUE \$ \_\_\_\_\_ + \$ \_\_\_\_\_ + \$25 Registration Fee = \$ \_\_\_\_\_

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**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

BETWEEN **BOROUGH OF SEASIDE PARK**, a municipal corporation of the State of New Jersey, having offices at 1701 North Ocean Avenue, Seaside Park, NJ 08752 AND

\_\_\_\_\_  
Outside Organization utilizing Municipal Property or Facilities

\_\_\_\_\_  
Address (Not Post Office Box)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Organization Type (individual(s), Partnership, Corporation (Profit), Corporation (Not-for-Profit), Association, Limited Liability Company, Club, Public Entity)

In consideration of the use of municipal property or facilities on \_\_\_\_\_, 20\_\_\_\_ the undersigned Outside Organization agrees to indemnify and hold harmless the Borough of Seaside Park, its officers, agents, and/or employees from any and all liability, claims, costs, including reasonable attorney's fees, arising out of the use of municipal property or facilities by this Outside Organization.

The undersigned understands and acknowledges that this hold harmless and indemnification agreement requires that Seaside Park be indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, or other person attending the event referred to in this agreement. This hold harmless and indemnification agreement shall also pertain to any claims due to Seaside Park's negligence. The undersigned further agrees to release any claim that they may now have or have in the future against Seaside Park relating to the use of municipal property or facilities, including claims due to Seaside Park's negligence.

~~The undersigned further agrees to furnish Seaside Park with a Certificate of Insurance naming the Borough of Seaside Park as an insured party. The Certificate of Insurance must evidence the provision of general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 single incident/\$2,000,000 aggregate.~~

1. ~~In order to induce Seaside Park to accept this hold harmless and indemnification agreement, the following information concerning the intended use of municipal property or facilities is provided:~~
  - a. ~~The purpose of the event is: \_\_\_\_\_~~
  - b. ~~The total number of persons anticipated to attend this event is: \_\_\_\_\_~~
  - e. ~~Alcoholic beverages (will) or (will not) be served: \_\_\_\_\_~~
  - d. ~~Live entertainment (will) or (will not) be provided: \_\_\_\_\_~~
  - e. ~~Other: \_\_\_\_\_~~

This agreement has been signed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by an authorized person of the Outside Organization sponsoring this event.

Witness:

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Name of Outside Organization

\_\_\_\_\_  
Authorized Signature

_____ Notary Public Signature	[Seal]
_____ Print	
My commission expires: _____	

**INSURANCE DISCLOSURE STATEMENT**

The Outside Organization acknowledges that Seaside Park has disclosed that it does not maintain any regular or special insurance coverage for any Outside Organization (individual(s), partnership, corporation (profit), corporation (not for profit), association, Limited Liability Company, club, public entity, or similar entity) using municipal property or facilities. Seaside Park's authorization to an Outside Organization to use its public property or facilities is merely an accommodation to the Outside Organization. The Outside Organization acknowledges that Seaside Park does not maintain any regular or special insurance coverage relating to the event to be held by the Outside organization. The individual signing this agreement agrees to make all participants in the event aware of this disclosure.