



# Saturday Market Lease Conditions

**VENDOR accepts the following terms of agreement and responsibilities. Failure to comply with these terms may result in termination of agreement, forfeiture of payment, and denial of future applications.**

## 1. Application

Applications will be reviewed and approved by the program committee and applicant will be notified of acceptance. Once approved, applicant must secure reservation with advanced payment in full.

## 2. TIME

Hours of the market are 10:00a.m. - 3:00p.m. VENDOR must have display open to the public during these times. VENDOR may access assigned location starting at 8:00a.m. and must be set-up no later than 9:30a.m. Locations not set up by this time may forfeit space for that day. Booth may not close prior to 3:00p.m. and area shall be vacated no later than 5:00p.m.

## 3. NOTO PERMIT

VENDOR will be issued a NOTO Market Permit upon payment for a specified location. The permit must be displayed in public view throughout the duration of the use. *Note that NOTO has license as a market promoter, so additional permits are not required except for food vendors must have a Mobile Food Vendors license issued by the City of Topeka.*

## 4. LOCATION

The VENDOR will be assigned a specific location by the NOTO organization. VENDORS must remain at that location and may not move to another market location without prior permission by the NOTO organization.

## 5. ACCOMODATIONS

Vendor locations are outside and are subject to the element. VENDOR is responsible to provide own covering, table, chair, electrical cords, and anything else required for the booth. Restroom facilities are available.

## 6. PERSONAL USE FOOD AND DRINK

VENDOR may bring their own food and drink for consumption during the lease. Alcohol is not allowed.

## 7. CLEANUP

VENDOR agrees to remove all trash, cigarette butts, etc. Areas not cleaned will be assessed a \$50 cleaning charge.

## 8. AFFILIATIONS

NOTO shall not sponsor or engage in transactions with any individual or organization whose intent is to campaign for a political candidate, party, political position, or otherwise serves to minimize, denigrate, or exclude a segment of society.

## 9. CANCELLATIONS

Refunds will not be given for vendor cancellation. NOTO reserves the right to cancel due to inclement weather or other causes deemed appropriate to ensure the safety and wellbeing of others. Refunds will not be given though a rescheduled date may be arranged.

## 10. INDEMNITY

VENDOR covenants at all times to hold harmless the NOTO Arts and Entertainment District organization, its agents, owners, and managers from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, or property itself resulting from any act done, or omission by or through the VENDOR, its agents, contractors, vendors, employees, invitees, or any person on the premises by reason of VENDOR use or occupancy or resulting from VENDOR non-use, or possession of said property and any and all loss, costs, liability, or expense resulting therefrom; and at all times to maintain premises and the surrounding property in a safe and careful manner. NOTO does not accept any responsibility for damage or loss of any articles or property left prior to, during, or after the event.

**11. CONTRACT SIGNATURES:** This contract constitutes the entire agreement between the NOTO and the VENDOR. Signature by VENDOR verifies that RENTER has read the contract and understands that any discrepancy, damage or violation of the requirements of the contract may result in refusal of future rental and/or legal action. This agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Kansas, without regard to conflicts of law principles.