



Kissimmee's Largest Indoor Garage Sale
Osceola Heritage Park

2019 SELLER APPLICATION

One Day Sale

Mar 30, 2019

Osceola Heritage Park—Events Center
1901 Chief Osceola Trail
Kissimmee, FL 34744

BMG
Ballantine Management Group

Show Contact
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Everything But The Garage

Kissimmee's Largest Indoor Garage Sale—One Day Sale

Osceola Heritage Park—Events Center - 1901 Chief Osceola Heritage Trail | Kissimmee, FL 34744

Saturday: Early Bird Access: 8:00am—8:30am General Admission: 8:30am - 3pm

For more information: Linda Zeller | P: 484.719.9727 | F: 540.548.5577 | lzeller@bmg1.com

It's time to clean house! Get your boxes out and pack up those unwanted household items...

Bring them down to Kissimmee's Largest Indoor Garage Sale!

Ready for some new furniture? Sell yours at Everything But The Garage! Small appliances, clothing, books, furniture; the possibilities are endless! Don't miss out on the opportunity to be a part of this exciting event!

- Sellers rent space inside the hall to sell their garage sale items. The sale will also be open to a limited number of direct sales and commercial vendors selling new items or services. Sponsorship spaces are available and include your business logo featured on the event website and advertising materials, as time and space permits (limited availability).
- Applications are processed on a first-come, first-served basis. Spaces will be assigned as applications are received and as seen fit by management. For space to be assigned, a completed and signed application must be received with full payment.
- All seller spaces are 8' deep X 15' wide. If you wish to purchase more than one space they will be placed side by side.
- Space upgrades (corners and/or wall spaces) are available on a limited basis. See application for upgrade charges.
- Seller setup is Friday: 10am - 7pm & Saturday: 7am - 8am. (All setups must be complete by 8:00am Sat).
- **All sellers must be checked in at Exhibitor Services desk either Friday or by 7:30am on Saturday morning. If you do not, we will assume you are a 'no show' and will reassign your space without refund.**
- Sellers receive 2 seller passes for each space rented (max 6). Two additional seller passes may be purchased for \$2 each.
- Additional items available to rent include 6' & 8' plain tables and electricity. Electricity is available by advance order only. **Please be sure to purchase in advance as prices for these items will increase by \$5 each for orders placed 4 days or less before each event & on-site orders during move-in.**

Rules & Regulations

The following items are not acceptable to be sold and/or used: food & beverage sales, mattresses, pornography, flammable gasses, liquids or solids; guns; ammunition; or drug paraphernalia. Knives must be approved.

- Raffles are not permitted.
- No alcohol or drugs are allowed on the property and cannot be consumed during setup, sale, and breakdown.
- Fire Marshal regulations: No flammable gas, liquid or solid is allowed to be sold or used. Portable gas, nitrous tanks or electric cooking devices & heaters are not permitted inside the building.
- Sellers will be admitted at 7am on Saturday & 9am on Sunday. Must wear seller pass on sale days.
- No vehicles are permitted inside of the building. Only non-motorized carts are permitted. Drive-in loading is not permitted.
- **All fees paid for spaces, upgrades & additional items ordered are Non-Refundable & Non-Transferrable.**
- No animals are permitted in the building, except service animals.
- No overnight camping is permitted unless approved directly through the building management.
- All sellers must be out of the building by 7pm on Friday, and 6pm on Saturday.
- After setting up your space(s) and before you leave each day, please cover all items with a tarp or sheet.
- Spaces must be manned from opening of the sale to closing. Sale hours are Sat: Early Bird 8am-8:30am, General Public 8:30am - 3pm. **Sellers must remain setup and selling until during all sale hours.**
- Sellers must stay within their space boundary lines and out of the aisles to comply with Fire Marshal Regulations.
- Keep noise level to your space only. No loud speakers, etc.
- A charity MAY be scheduled to be on-site to pick up any donations of leftover items that you do not want to take with you.
- Sellers are responsible to insure their own space, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. Everything But The Garage, LLC is not to be held liable for any loss, damage or injury howsoever caused, to the seller or their property. Management, while taking precaution against loss, will not guarantee it.
- Everything But The Garage, LLC reserve the right to exclude, without recourse, any person or items, which violate these rules, or are otherwise deemed objectionable.
- **Anyone in violation of any of these sale rules will lose the privilege of current and future sales with Everything But The Garage or Everything But The Garage, LLC events and will be asked to leave the sale with no refunds.**

2019 SELLER APPLICATION

Everything But The Garage - Kissimmee's Largest Indoor Garage Sale

March 30, 2019 - **One Day Sale** | Osceola Heritage Park, Kissimmee, FL

Seller Name _____ Company Name (If Applicable) _____

Billing Address _____ city _____ state _____ zip code _____

Phone _____ Email _____

Facebook name or page _____

Please give an overview of what you will be selling: _____

BOOTH OPTIONS	Spring 2019 Mar 30 quantity:	Total
8' D X 15' W Residential Space (\$50)		\$
8' D x 15' W Direct Sales Space (\$100)		\$
8' D X 15' W Commercial Space (\$250)		\$
Corner Upgrade (\$15)		\$
Wall Space (\$15)		\$
8' Plain Table (\$10) (4 days or less before sale & on site: \$20 per table)		\$
Electricity (\$80) - (Advance Order Only)		\$
Additional Seller Passes (\$2) up to 2 additional / booth, max 6		\$
Booth request:	+7.5% tax	\$
	TOTAL	\$

Residential Rate, \$50: Household & Garage Sale type items, Collectibles, Furniture, etc.

Direct Sales, \$100: MLMs, Direct Sales Companies, Artisans & Crafters—limited availability

Commercial \$250: Retail, Industrial, Service Based Companies, Corporations—limited avail

Things to Remember:

- Applications for space are processed on a first-come, first-served basis. Spaces are assigned as applications are received and as seen fit by management. For space to be assigned, a completed and signed application must be received with full payment.
- TABLES ARE NOT INCLUDED IN SPACE RENTAL
- All seller spaces are 8'X 15'. If you wish to purchase more than one space, they will be placed side by side.
- Space upgrades (corners and/or wall spaces) are available on a limited basis.
- Sellers will receive 2 seller passes with each space rented. (Maximum of 6 passes).
- Additional items available to rent include 8' plain tables and electricity. Please be sure to purchase in advance as pricing for these items increases by \$5 each for on-site orders.
- **Sellers are fully responsible for securing their items in their space. Everything But The Garage, LLC is not responsible for damaged, lost or stolen items.**

PAYMENT: Balance 30 days before each show or you could forfeit your space. NO REFUNDS FOR ANY REASON.

PAYMENT TYPE : Cash Check # _____ Credit Card—use attached form

Make checks payable to: **Everything But The Garage**

Mail to: **EBTG, 5401 S. Kirkman Rd, Suite 334, Orlando, FL 32819**

This document constitutes your application, contract & invoice for the payment/use of space(s) at the Everything But The Garage - Kissimmee's Largest Indoor Garage Sales, held at Osceola Heritage Park. Everything But The Garage, LLC (EBTG) reserves the right to refuse an application/contract and space to any show. Space will be assigned at the discretion of EBTG. EBTG reserves the right to change the floor plan, including but not limited to aisle space, dates & hours without notice, to provide a more attractive, successful sale. EBTG reserves the right to remove/expel the above applicant without refund with cause. EBTG has the absolute discretion to exercise these rights at any time. No space assignment is made unless this application is accompanied by full payment. **All fees paid are non-refundable & non-transferrable.** A \$50.00 service charge will be assessed for each dishonored check return/ disputed charge fee to EBTG. You agree to receive email correspondence from EBTG for this & future events.

I/We hereby apply for space in the sale. If accepted, I/We hereby agree to abide by all rules and regulations of Everything But The Garage - Kissimmee's Largest Indoor Garage Sale and I hereby release Everything But The Garage, LLC from any and all liabilities concerning loss of personal property and/or personal injury that might occur either directly or indirectly from my attending the event. I have read, accept and agree to the rules and regulations.

Signature _____ Print Name _____ Date: _____

OFFICE: Rec'd date: _____ QB: Scanned: Sales processed: Notes: _____

RULES & REGULATIONS

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show—if you need a copy of the exhibitor services manual one can be provided to you (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Everything But The Garage, LLC. ("EBTG"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between EBTG and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies EBTG that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of EBTG is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of EBTG. The Exhibitor agrees to indemnify and save harmless EBTG and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.
- h) The Exhibitor is responsible for all territorial rules and regulations set forth by their specific product, service, and/or manufacturer and will not hold EBTG liable for any dispute.

2. EBTG RIGHTS

- a) EBTG reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which EBTG considers objectionable, inappropriate, disruptive or offensive to EBTG, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show or (v) change the date, location and duration of the Show; without any liability to EBTG.
- b) EBTG shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

- a) The space contracted for is to be used solely by the exhibitor whose name appears on the contract. Exhibitors are granted the first right of refusal for future shows and can only secure their space with a signed contract and payment to EBTG. Space assignment is at the sole discretion of EBTG. EBTG will take into consideration the requests of individuals but does not guarantee or promise a specific space. The Exhibitor shall not assign any rights or sublets pace under this license agreement without the prior written permission of EBTG, which permission may be withheld in EBTG's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless EBTG and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, EBTG, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

- a) The Exhibitor should and may be required to obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to EBTG for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name EBTG as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of EBTG, the Exhibitor shall provide EBTG with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against EBTG, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. The management, while taking precaution against loss will not guarantee it.
- c) Neither EBTG nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. SERVICES

Facility will provide exclusively the following services: Telecommunications, utility connections, Security, Cleaning, Food & Beverage, Fork lift Service, Drayage, etc.

7. BOOTH DISPLAY

- a) Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual. • Signs in linear booths may not exceed the 8 ft. height of the pipe & drape. • Signs must be one-sided, and not face into another exhibitor's booth. • No hand written signs are allowed – use professional signs only.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain in tact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by EBTG.
- c) The aisles, passageways and overhead spaces remain strictly under control of management and no signs decorations, banners, advertising matter or similar devices will be permitted without written special permission of management. However, this does not qualify or limit the free responsibility of the exhibitors to save EBTG its officers or agents and/or the venue harmless and free from all damage or other liability, as set out in a prior section of this instrument, All exhibits must remain within the confines of the exhibitor's space and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other exhibitors.

Restrictions: Management reserves the right to restrict exhibits that may have been falsely entered, or may be deemed unsuitable. This reservation applies to noise, persons, things, conduct, printed matter or anything that may be deemed objectionable to the show as a whole; It also applies to exhibits or advertising in all areas of the venue. Booth Manning: Show Management expects space to be manned at all times during the show. No other persons will be permitted in the building after closing hours.

- d) Open flames, are not permitted

e) Written permission must be obtained from EBTG for sampling of any food and beverages no selling food and beverage under any circumstances.

- f) Exhibitor agrees and confirms that the products and/or services being represented at and during the event have been approved to be displayed, marketed and/or sold at the event by the manufacturer, parent company, and/or corporate entity. If there is a dispute among exhibitors and their represented products and/or services, EBTG is not to be held liable and it is the responsibility of the exhibitor to resolve the issue.

8. VEHICLES

If a vehicle is part of your display, the Gas tank must be at ¼ tank or 5 gallons, whichever is less. Batteries must be disconnected. Vehicles cannot be turned on once the show is open and there is public in the building. Keys must be given to management for the duration of the show

9. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to EBTG no later than sixty (60) days preceding the opening date of the Show. All deposits received by EBTG up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies EBTG less than sixty (60) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out here in; or (iii) except as otherwise permitted here in, fails to appear at the Show; EBTG reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from EBTG.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to EBTG shall be deemed earned by EBTG and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this license agreement, EBTG shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as EBTG deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any off set or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling EBTG to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to EBTG to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

10. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) EBTG is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of EBTG, including but not limited to: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott; monies paid are non-refundable with no exchanges or transfers, EBTG will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

11. MISCELLANEOUS

- a) Waiver by EBTG of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision here of.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties here to.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

Company Name _____

I have read and agree to the Rules & Regulations: (initial) _____

CREDIT CARD PAYMENT AUTHORIZATION FORM

Everything But The Garage, LLC
5401 S. Kirkman Rd, Suite 334
Orlando, FL 32819

Contact Linda Zeller, lzeller@bmg1.com
Phone: 484.719.9727 Fax: 540.548.5577

EXHIBITOR INFORMATION

Company Name _____ Phone _____
Contact Name _____ Fax _____
Address _____
City _____ State _____ ZIP _____
Email _____
Web Address _____

METHOD OF PAYMENT

CREDIT CARD: VISA/ MASTERCARD/ AMEX/ DISC

Total Enclosed / To Be Charged: \$ _____

CREDIT CARD ACCOUNT NUMBER:

EXPIRATION

SECURITY CODE:

I authorize this card to be processed for booth deposit or total at this time & the balance 30 days prior to sale(s).

Signature: _____

Thank you for your business. We look forward to working with you!

Please note: Credit Card charges will appear as "Ballantine Management Group, LLC" or "BMG".