Dayton Hamvention® Flea Market Application Form Welcome to the Hamvention® 2023.

The Hamvention® 2023 will be held on May 19-21 with unassisted installation of your displays on Thursday May 18, 7 a.m. until 7 p.m. and on Friday May 19 and Saturday May 20 from 6:00-8:30 a.m. Dismantling will take place on May 21, from the time the displays close until 6 p.m. Any other times require approval of the Flea Market Committee. Visit <u>http://www.hamvention.org</u> for updated show times.

Flea Market Vendor Admission tickets are \$26.00 each, the same as Hamvention General Admission tickets.

All Flea Market vendor spaces will be \$75.00 each and end of aisle spaces will be \$105.00 each.

A Ham Radio Club can rent two (2) spaces, either side-by-side or back-to-back (not end spaces), for \$105.00. When submitting payment, we also require proof of club status, ie: ARRL membership or a copy of club license. When requesting Club Spaces, **DO NOT** pay online, as the Flea Market Committee will need to adjust the prices before payment. Please contact the Flea Market Committee first, to request your reservation.

There is a maximum of two Flea Market Vendor Admission tickets per Flea Market space (Vendor Admission Tickets are not included and must be purchased for space rentals). If more than two tickets per space are needed, additional tickets must be General Admission tickets. For Flea Market vendors with crews holding General Admission tickets, they will be permitted access for setup and teardown, while being escorted by someone holding a Vendor Admission ticket.

A Flea Market Space Pass is required for a vehicle to enter and remain in the Flea Market. A Space Pass is available for each vendor and will be included in the reservation packet.

The **approximate** size of each Flea Market space is 10 x 17 feet or 170 square feet. Any vehicle that does not fit within the dimensions of the reserved space(s), must be parked outside of the Flea Market area. Vehicles and/or shelters and displays may not extend beyond the front of any Flea Market spaces, per the local Fire Marshall. Flea Market Vendor Parking Permits are available for the parking area located in the track area, surrounding the infield Flea Market area, as well as in the front lot area outside the track. For details, see the Hamvention® 2023 Flea Market Rules & Information sheet. Due to the limited space available in the Vendor Parking Area, 1 permit per Flea Market space is permitted, up to a MAXIMUM of three (3) permits. Additional permits will be available for purchase, on a "First Come, First Served" basis.

Vehicle access to the Flea Market area is permitted, by use of a Flea Market Space Pass. Each space pass issued will, allow only one (1) vehicle to enter and / or remain in the Flea Market selling area.

Each Flea Market space is identified with a four (4) digit number and no numbers are duplicated anywhere within the Hamvention, regardless of whether the spaces are in the Flea Market or Inside Exhibits areas.

Please be sure to review the Ohio Tax information located at <u>http://www.tax.ohio.gov/forms.aspx</u> and the Hamvention® 2023 Flea Market Rules, at the end of this document.

The volunteers of the Flea Market Committee are looking forward to seeing you at the 2023 Dayton Hamvention® and will do everything possible to make your visit an enjoyable one.

Flea Market Contact information: E-Mail: fleamarket@hamvention.org

Mail: Dayton Hamvention® 2023 Attn: Flea Market Box 1466 Dayton, OH 45401-1466 Fax: Send "Attention Flea Market" (937) 276-6934

Phone: Flea Market - (937) 276-6932

Hamvention® 2023 Flea Market Space and Ticket Order Form

Note that the Hamvention® 2023 Flea Market Agreement between you and Dayton Hamvention® 2023 needs to be signed. It will be counter signed by the Flea Market Committee. This will also serve as an order confirmation.

Print carefully when completing this form and include your payment with the application. Payment may be via credit card, money order or check payable to the Hamvention®.

Please note, if you want the same spaces as last year you need to get your application and payment in as soon as possible.

Purchaser/Bill to Information				
Contact Name:	Phone:			
Call Sign:	Fax:			
Company:	Work:			
Bill to Address:	Cell:			
City/State/Zip:	Email:			
Country:	Additional Address Information:			

Purchase Information				
Space numbers from 2022:				
Do you want the same spaces as in 2022? – Not Guaranteed for 2023 Yes or N	lo			
	Quantity	Amount		
Regular Space Rental:	X \$75.00 =			
End Space Rental:	X \$105.00 =			
Vendor Tickets (max 2 per space rental)	X \$26.00 =			
General Admission Tickets:	X \$26.00 =			
Space Pass:	X \$0.00 =			
Vendor Parking Permit (up to 1 per space free):	X \$5.00 =			
	Total (USD)			

Payment Method (choose one)						
Personal Check or Money Order					Check Number:	
					Amount Enclosed:	
Credit Card — Please charge to my credit card:	AMEX /	MC /	Visa	/ Discover	Amount Charged:	
Card Number:				Expiration Date	(mm/yy):	C V V:
Signature:				Printed name:		

Date: For Office Use Only Са

Captured:	· · · · · · · · · · · · · · · · · · ·
Registration ID:	

Vendor ID: _____

Hamvention® 2023 Flea Market Agreement

This Agreement is made by and between the Dayton Amateur Radio Association, Inc, DBA Dayton Hamvention® 2023 and VENDOR .

VENDOR'S Legal Name (Please Print)

VENDOR and Hamvention® 2023 agree to the following:

1. BOOTH SPACE:

That in consideration of \$_____, the Hamvention® 2023 will provide and assign to the VENDOR a vending area of ______ Flea Market space(s).

2. SPECIAL SERVICES:

That any other services or fixtures may be contracted for, by, and solely between the VENDOR and any other contractor and at all times shall remain subject to approval by the Hamvention® 2023. All outside contractors must have the Hamvention® 2023 approval prior to providing any services to VENDOR.

3. TERM OF AGREEMENT:

That this Agreement will govern the conduct of the parties from Thursday, May 19, 2023 at 7:00 a.m. until Sunday, May 21, 2023 at 6:00 p.m. EST while on the grounds of the Greene County Fairgrounds, except in the event of any cancellation or termination of the Hamvention® 2023, at which time this Agreement will end upon the VENDOR'S exit from Greene County Fairgrounds complex. Any exception must have written approval of the Hamvention® 2023. Both parties waive any claims for damages or compensation as a result of this cancellation or termination. Ohio Law shall govern this Agreement.

4. EXHIBITS:

A. That the Hamvention® 2023 site at the Greene County Fairgrounds complex shall be available for the unassisted installation of displays on May 19, 2023 from 7:00 a.m. until 7:00 p.m. and on May 20 and 21, 2023 from 6:00 am until 8:30 am. Any other times require approval and assistance of the Flea Market Chair/Assistant Chair.

B. That the Hamvention® 2023 site at Greene County Fairgrounds complex shall be available to dismantle displays on Sunday, May 17, 2023 from the time the displays close until 6:00 p.m. Display materials and exhibits must be removed from the Hamvention® 2023 site by Sunday 6:00 p.m., May 21, 2023 unless written arrangements are made with the Hamvention® 2023 Flea Market staff.

C. That all vehicle movement in the Flea Market area must stop one-half hour before show time, this includes all motorized vehicles. Scoot-Around (or like items) are available at the ADA office. Contact them for details.

D. That the VENDOR will be permitted access to the Flea Market areas, beginning at 6:00 am, on Thursday, May 18, 2023. Access prior to this time and date, requires prior approval of the Flea Market Chairman or Assistant Chairman. Access prior to Thursday, May 18, 2023, is strictly prohibited, without prior approval from the Flea Market Chairman.

5. ACTIVITIES:

That the VENDOR shall be solely and completely responsible for the installation and dismantling of his exhibit, and for the operation of his assigned display area, including the sale of goods, compliance with all applicable safety, licensing, tax or other regulations, and shall hold the Dayton Amateur Radio Association, Inc., and the Hamvention® 2023, its members, agents, and servants harmless from all liability which may result either directly or indirectly from VENDOR activities. All VENDOR activities shall comply with the Rules and Regulations imposed upon the Hamvention® 2023 by reason of its master agreement with the Greene County Fairgrounds complex. At our sole discretion, the Hamvention® 2023 reserves the right to remove from the Greene County Fairgrounds complex any VENDOR found not to be consistent with the amateur radio/electronics hobbyist nature of the show or of any exhibitor who fails to comply with the conditions of this Agreement.

6. SECURITY SERVICE:

That the Hamvention® 2023 will provide limited security service in or about the Flea Market area on May 19, 2023 commencing at 7:00 a.m., and continuing until the exhibit area is cleared of spectators on May 21, 2023. The Hamvention® 2023, Greene County Fairgrounds and Expo Center, AND/OR THEIR CONTRACTORS, DO NOT GUARANTEE THE SECURITY OF THE EXHIBIT AREA OR PERSONAL PROPERTY AND SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR LOSSES OF MERCHANDISE.

7. HOLD HARMLESS:

That VENDOR shall hold harmless/indemnify the Hamvention® 2023, its agents, representatives, officers, directors, and the Greene County Fairgrounds complex from all liability, loss, claims, suits and/or judgments arising from VENDOR'S negligent or intentional wrongful acts or omissions. The Hamvention® 2023 disclaims responsibility for injury to any persons resulting from VENDOR negligence or intentional wrongful acts or omissions.

8. LIMITATION OF LIABILITIES:

That under no circumstances shall the Hamvention® 2023 or any affiliated entity have any liability whatsoever for incidental or consequential loss or damages such as, without limitation, lost profit or revenue, loss of use, increased costs or expense, or claims resulting from agreements of VENDOR and third parties. VENDOR at all times remains solely liable for penalties, liquidated damages, indemnification of the Dayton Hamvention® 2023 and others.

9. ACTS OF GOD:

That the Hamvention® 2023 shall not be liable for delay or nonperformance attributable to war, fire, flood, acts of God, acts of third parties, terrorism, acts of governmental authorities, accidents, work stoppage, riot and disobedience, equipment breakdown, or other measures beyond our reasonable control. No requests for refunds will be honored after May 1, 2023.

10. EXHIBITOR RESPONSIBILITY:

That the EXHIBITOR shall assure adequate manning of his space at each day's opening of the Flea Market area to the Hamvention® 2023 attendees. Lost VENDOR space tickets or parking passes may be replaced at the discretion of the Flea Market Chair/Assistant Chair, providing proof can be found that the VENDOR had already registered. Assignment of this Agreement and subletting or sharing of a display area without the written permission of the Hamvention® 2023 is prohibited.

11. REPRODUCTION OF TICKETS AND PASSES:

That the purchaser (VENDOR) of a Flea Market space shall be required to hold a valid Vendor Admission ticket. Included with a space rental is a Space Pass, which is required to drive a vehicle into the Flea Market area. In addition, Vendor Parking Permits are available, for use in designated Flea Market parking areas. ANY and ALL tickets, passes and permits issued by any of the Hamvention[®] committees are original documents and must be used as such. Reproduction of any such original tickets or passes, for the intended purpose of gaining access to any of the Hamvention[®] events shall be considered counterfeiting and the holder of any such documents, as well as the purchaser of said documents, shall be subject to forfeiture of ALL purchased tickets, passes and permits and will be escorted from the Greene County Fairgrounds property. ANY and ALL tickets, passes and permits purchased by an individual (VENDOR) are to be considered the responsibility of that VENDOR, who in turn may be held liable for any fraudulent activities by a holder of said tickets, passes or permits. Inclusive are any vehicles found to be displaying counterfeited passes or permits, wherein said vehicles may be towed at the owner's expense. ANY and ALL tickets and permits purchased by the registered VENDOR, along with ANY and ALL passes issued to them shall be considered invalid and such registered tickets will not be eligible for any prize drawings or other event activities. Any individuals found holding invalid tickets, passes or permits, either within or for the intended purpose of accessing any Hamvention[®] areas will be escorted from or denied access to such areas and any privileges of said tickets and/or passes will be revoked. Any such aforementioned duplication shall be considered an act of fraud and may be subject to prosecution. under local, state or federal statutes. Additionally, violators will be deemed ineligible for renting or occupying any Flea Market spaces, at future Hamvention[®] events.

12. NO FLY ZONE

The purchaser (VENDOR) of and participants in a Flea Market space, for the duration of the Dayton Hamvention[®], shall not fly or participate in the activity of flying any type of remote controlled aircraft, anywhere in the airspace above the Greene County Fairgrounds complex, as this area shall be considered to be a **"No Fly Zone"**, for any type of commercial or amateur Unmanned Aerial Vehicle (UAV). This includes, but is not limited to helicopters, fixed-wing aircraft, quadcopters, drones or any other type of UAV. With the recent popularity of these devices and the potential of crashes due to loss of control, the welfare of our visitors and vehicles demands that we prohibit the flying of them anywhere above the entire Greene County Fairgrounds complex, without the written consent of the Hamvention[®] General Chairman. The Greene County Fairgrounds complex includes the areas of the Flea Market, ADA parking area, overnight camping area, the main parking lot extending East from the Greene County Fairgrounds complex, as well as anywhere inside or above the Greene County Fairgrounds structures themselves. Inclusive is any demonstration or short duration flight, by any potential buyers or sellers. Violators risk potential expulsion form the Hamvention[®] event.

13. RELEASE

That the EXHIBITOR, By participating in any Hamvention or the Dayton Amateur Radio Association (DARA) event, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Dayton Hamvention and DARA and its affiliates and representatives. Images, photos and/or videos may be used to promote similar Hamvention and DARA events in the future and highlight the event and exhibit the capabilities of Hamvention and DARA. You release Hamvention and DARA, its officers and volunteers, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the event premises or any associated event, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Hamvention, DARA or the person or entity designated to do so by CAFB.

14. EXECUTION: Executed by the VENDOR, this _____ (date), by

(VENDOR signature)

Hamvention® 2023 confirmation (Do not mark below this line)

Accepted for Dayton Amateur Radio Association, Inc. DBA Dayton Hamvention® 2023 this day of , 20 ,

by	
Chair.	

_____, Flea Market Chair/Assistant

Upon acceptance, your signed copy may be sent to you and/or a copy will be on file at the Hamvention® 2023 Flea Market Office.

Space # (s) _____

Admission Tickets Ordered