

**Berrien County Mom2Mom Sale**  
**SELLER'S AGREEMENT and TERMS**  
**SPACE RENTAL AND LARGE ITEM CONTRACT**

This contract is entered into on the day in which registration is completed, by the following parties: Berrien County Youth Fair Association (hereinafter referred to as BCYF) through the Mom2Mom Sale and the below signed seller (hereinafter referred to as the Seller). The purpose of this contract is to set forth the rules, regulations, and contractual duties of each party to this contract, for participation in the Berrien County Mom2Mom Sale on Saturday, October 12<sup>th</sup>, 2019. In exchange for full and valuable consideration, the parties hereby agree as follows:

1. Each Seller who wishes to participate in the Mom2Mom Sale shall review and sign this contract, prior to the start of the sale upon registration.
2. Upon signing this contract, Seller shall pay a space rental fee of \$25 individual/\$50 crafter/direct sales. If paying by check please make your check payable to Berrien County Youth Fair, mailed to:  
**BCYF**  
**PO Box 7**  
**Berrien Springs, MI 49103**

In exchange for this space rental fee, Seller shall be furnished one (1) 10'x19' space, 1 table, and 2 chairs to be used during the Mom2Mom Sale.

3. Seller is not limited on the number of 10'x19' spaces they may rent for \$25/\$50 each.
4. Late registration fees will be put into effect after September 27<sup>th</sup>, 2019 until the day of the sale as follows:
  - a. A \$10 late fee will be added onto any registration turned into BCYF September 27<sup>th</sup> – October 11<sup>th</sup>, 2019.
  - b. A \$25 late fee will be added onto any registration made the day of the sale (October 12<sup>th</sup>, 2019).
5. Seller will be furnished 1 table. Sellers are allowed to bring their own tables, racks, stands etc. from home.
6. Refunds of any money paid by the Seller under this contract will only be refundable if the Seller cancels this contract and notifies BCYF, of the cancellation more than fourteen (14) days prior to the above-mentioned sale. No refunds will be given if the Seller cancels this contract fourteen (14) days or less from the date of the MOM2MOM Sale. A cancellation fee of \$10 will be charged to the Seller if a refund is made.
7. A \$10 transfer fee will be charged to the Seller in order to transfer their space to a different Seller or to transfer their space to the following season's sale. (e.g., Susie A. allows for Jane B. to sell in her place or Susie needs to move her space from Spring to Fall.)
8. Seller is only allowed to sell items that are classified as infant, toddler, child, junior or maternity related. The determination of whether an item meets this classification is within the sole discretion of the BCYF. Sellers with any questions as to what items fit within this classification should contact the BCYF before the date of the sale.
9. Seller is not allowed to sell consumable items (e.g., beverages, food, formula, medicine, etc.), unless you are a business with prior permission from the BCYF.
- 9a. The sale of weapons is also prohibited at the sale, this includes bb guns, bow and arrows, "real-looking" toy weapons, etc. This does not include "nerf" type toys.
10. Seller is not allowed to sell drop-side cribs. Failure to follow this rule will result in being banned from any future sales.
11. Seller is not allowed to sell ANY brand of rock n' play or like model. Failure to follow this rule will result in being banned from any future sales.

12. Sellers are not allowed to fundraise at the MOM2MOM Sale for any organization, charity, or company.
13. Seller shall not display any signs that either advertise or promote a company or service, unless they are registered as a crafter or business. Only one business is allowed per 10'x19' rental space.
14. Seller is responsible for setting the price of all Sellers' items prior to the sale. Seller is also responsible for marking the price for each item prior to the sale.
15. Seller is only allowed to use their rented space(s). If the Seller elects to bring tables, a hanging rack, or shelving unit to the sale, it must be set up within the 10'x19' space rented to the Seller.
16. Except for items placed in the Large Item Sale Area, according to Paragraph 29, below, Seller is solely responsible for the sale of all items and the collection of all money due.
17. Set up for the above-mentioned MOM2MOM Sale will be on the Friday prior to the event. Seller may arrive anytime between 10:30 a.m. and 6:00 p.m. to begin setup. Setup is to be completed by 7:00 p.m. Doors will be closed promptly at 7:00 p.m. According to Paragraph 21, below, the BCYF is not responsible for any of Seller's items or monies that are lost, stolen, misplaced, or broken.
18. Sellers that have not checked in as of 6:00 pm on Friday night or notified the BCYF of a late arrival will forfeit their space rental, seller will not receive reimbursement for their forfeited space.
19. Final setup for the above-mentioned MOM2MOM Sale will begin promptly at 6:00 a.m. on the morning of the sale. Seller must arrive no later than 7:00 a.m. The BCYF reserves the right to cancel the space rental contract for any Seller who is not present by 7:00 a.m. on the morning of the sale. As stated in paragraph 6, above, no refunds will be given to any Seller who is not present by 7:00 a.m. the morning of the sale.
20. After Seller has set up their rental space, Seller is allowed to pre-shop the sale Saturday morning from 7:00 a.m. until 8:00 a.m. If the Seller elects to pre-shop the sale, Seller is solely responsible for the supervision of the Seller's space, table(s), and rack(s). Pre-shopping will NOT be allowed Friday before the sale. Pre-shopping in the Large Item Sale Area begins at 7:00 a.m. Saturday morning.
21. The BCYF is not responsible for any of Seller's items or monies that are lost, stolen, misplaced, or broken. The BCYF strongly encourages the Seller to ensure that somebody is watching the Seller's items and money at all times.
22. If Seller brings children to the sale, Seller is solely responsible for the Seller's own childcare and for supervising the children brought to the sale by Seller. Safety must be a priority.
23. Prior to setting up assigned space, seller will need to check in at the Mom2Mom office (located in building 36) to receive an information packet. Seller will be provided (2) MOM2MOM gate admission passes for space helpers by the BCYF.
24. Seller is NOT allowed to pack up his/her space, table, or rack, until the end of the sale when BCYF staff has given clearance to do so.
25. Seller is solely responsible for removing everything from the Seller's space at the end of the sale, all items left after 3:00 pm will become property of the BCYF.
26. Home-based businesses (crafters etc.) are considered a business and must pay the \$50.00 rental fee. **Home-based businesses (crafters etc.) MUST submit a picture of their merchandise to the BCYF for approval at least 2 weeks prior to the sale.**
27. Direct-sales businesses (Mary Kay, ThirtyOne Gifts etc.) are considered a business and must pay the \$50.00 rental fee. Only one vendor/representative per business will be allowed to have vendor space the day of the sale. (Ex: one Mary Kay space, one ThirtyOne Gifts space.)
28. Direct-sales (Mary Kay, ThirtyOne Gifts etc.) and home-based business sellers may not comingle space type. (Ex: Direct-sales/home-based businesses may not have mom-type items sold at booth and vice-versa.)

29. **LARGE ITEM SALE AREA:** If a Seller wishes to bring an item that will not fit within the Seller's space because of its size, the Seller must elect to place that item in the Large Item Sale Area on the day of the sale. Any Seller who elects to place items in the Large Item Sale Area agrees as follows:
- a. Seller must complete Large Item Sale Form for all items to be sold in Large Item Sale Area.
  - b. All large items must be checked into the Large Item Sale Area before 7:00 p.m. Friday. Item will be tagged with booth # and asking price on tag provided by the BCYF. Seller will also provide a minimum dollar amount that they will accept for item to be sold at.
  - c. BCYF volunteers will furnish a receipt for each item placed in the Large Item Sale Area.
  - d. Seller is responsible for marking the price on the large item before placing in the large item area.
  - e. In exchange for providing the Large Item Sale Area, BCYF requires a fee be paid by the Seller following the following fee schedule:  
Items priced \$30 & under: BCYF will receive fee of \$1.  
Items priced \$31 & up to \$75: BCYF will receive fee of \$3.  
Items priced \$76 & over: BCYF will receive fee of \$5.
  - f. Any fee for the large item that the BCYF is entitled to will be collected at the time of sale of that large item.
  - g. Seller is solely responsible for picking up any of Seller's items remaining in the Large Item Sale Area before 3:00 p.m. Any Seller who does not pick up any item placed in the Large Item Sale Area by 3:00 p.m., shall be deemed to have abandoned that item, and that item shall become property of the BCYF.
  - h. Seller is solely responsible for picking up the money from the Large Item Sale Area at the end of the sale. The BCYF will have the money ready for Seller to pick up no later than 2:00 p.m. the day of the sale. Any monies not picked up by 3:00 p.m., will be donated.
  - i. The BCYF assumes no responsibility for marketing Seller's item(s), or negotiating the price for any item placed in the Large Item Sale Area.
  - j. The BCYF is not responsible for any item that is lost, stolen, misplaced, or damaged while in the Large Item Sale Area.
30. The BCYF reserves the right to cancel this contract and ask any Seller to leave without issuing a refund for the space rental fee for any Seller who breaches the terms of this contract and/or any Seller who is not acting with good and reasonable character.
31. This contract shall be interpreted under the laws of the State of Michigan.
32. Absolutely NO ANIMALS will be allowed on the BCYF grounds unless they are a service animal.
33. No alcohol, narcotic drugs, CBD oil, hemp, Cannabis or related products and paraphernalia, weapons or obscene materials will be allowed.
34. *Seller agrees to the terms outlined above in the rental contract and will not hold the Berrien County Youth Fair Association or its members liable for any merchandise brought to the fair that may be lost, stolen, or damaged. Any damage to the fair grounds and its property will become my immediate responsibility to repair or reimburse to the satisfaction of the Association. I agree that the Association will not be held responsible for public liability while on the fair grounds and indemnify the Berrien County Youth Fair Association fully against all claims arising out of the negligent or intentional acts of self or others while on the grounds. General rules of the grounds and Association will be adhered to while on Berrien County Youth Fair grounds.*

**(Office Use Only)**  
Building: \_\_\_\_\_  
Space(s): \_\_\_\_\_

\_\_\_\_\_  
**Berrien County Youth Fair Association, Inc.**

\_\_\_\_\_  
**Seller Signature**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone #

MERCHANDISE TO BE SOLD (Please be specific as possible):

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

**(Office Use Only)**  
Date Paid: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Check #: \_\_\_\_\_