GENESEE COUNTY PARKS
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5045 Stanley Road, Flint, MI 48506
810-736-7100 or 800-648-PARK
geneseecountyparks.org

GENESEE COUNTY PARKS AND RECREATION COMMISSION
VENDOR/CONCESSION AGREEMENT FOR
TRASH TO TREASURE COMMUNITY INDOOR GARAGE SALE
April 10, 2027
9am-3pm
All applications must be submitted by March 12, 2027

This agreement is dated _____ and is between Genesee County Parks and Recreation Commission (hereafter "Commission") and _____the undersigned (hereafter "Concessionaire").

PLEASE PRINT

Name: _____ Email Address: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Description of Items Sold: _____

_____

NO LARGE FURNITURE PLEASE!
THIS IS NOT A CRAFT SHOW

The Commission hereby grants to the Concessionaire the right to sell certain approved products at the following location and at places within these facilities designated by the Commission:
Crossroads Village and Huckleberry Railroad, 6140 Bray Road, Flint, MI 48505, on the following dates and times: Indoor Garage Sale on April 10 2027, from 9am to 3pm.

***All vehicles must be out of the park by 8:30am prior to Village opening. Gates will re-open for cars to re-enter the park no earlier than 5pm and after guests have cleared the park.**

Please check which day you will set up:

☐ **Friday, April 9, from 9am-4pm**

☐ **Saturday, April 10, from 7:30am-9am**

1. Compensation.

Concessionaire will pay the Commission as follows: **All applications must be submitted by March 12, 2027**, after application is approved, vendors will be directed to contact the Genesee County Parks Reservations Department to make their vendor payment. **Vendor Payments must be made no later than March 26, 2027, or vendor spot is forfeited.**

_____ **$20 – Indoor Space (Located in the Millstreet Warehouse)** Spaces may vary in size (approximately 6' x 9') and includes one table and two chairs. The location of each vendor is determined by Crossroads Village before the event; vendors must work within the space provided. Access to outlets are not guaranteed. Please make a note if electrical access is needed and we will try our best to accommodate.

Beware of Scammers

We urge all participants and customers to be vigilant and cautious of potential scammers. Always verify the authenticity of vendors and transactions. Genesee County Parks is not responsible for any fraudulent activities or losses incurred. If you encounter suspicious behavior, please report it to us immediately. **For your safety and security, apply only through our official site.**

2. Damages and Indemnity.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

3. Independent Contractor.

The parties acknowledge that Concessionaire and its agents and employees are independent contractors and are not the employees of the County.

4. Compliance with Laws and Rules.

Concessionaires shall abide by all applicable federal, state, and local laws, ordinances, and regulations. Concessionaire agrees to abide by the rules and regulations of the Commission which are presently in effect, or which may be put into effect during the term of the Agreement. Concessionaire acknowledges receipt of these rules. Concessionaire shall not discriminate against any person by reason of race, creed, color, sex, national origin, or any other basis prohibited by law.

5. Early Termination.

In the event Concessionaire fails to fully perform pursuant to the terms of this Agreement, or the Commission, in its sole discretion, finds the performance unsatisfactory, the Commission may elect to declare this Agreement terminated. The failure of the Commission to terminate this Agreement upon a particular violation by Concessionaire shall not be considered a waiver of the Commission's right to terminate this Agreement for subsequent violations.

6. Liability.

In consideration of my participation, for myself, my heirs and assigns, and my personal representatives hereby assume all risk of personal injury or death and property damage or loss from whatever causes arising, while I am on premises owned by Genesee County, and release Genesee County, Genesee County Parks and Recreation Commission, and their officers, agents and employees from any liability therefore, directly or indirectly, and will defend, indemnify and hold harmless the County, Parks and Recreation Commission, and their officers, agents and employees from any such liability, whether or not arising out of negligent or willful actions or the failure to act on the part of the County, Parks and Recreation Commission, or their officers, agents and employees. The consideration for my agreement herein is my being allowed to engage in the activity referenced.

The undersigned, on behalf of myself and the people listed above, do hereby consent to the use by Genesee County, Genesee County Parks and Recreation Commission, and their officers, agents and employees of our name, photograph(s), likeness and voice for the use and reuse, in conjunction with broadcasting, publicizing, and advertising for Genesee County. I further grant Genesee County, Genesee County Parks, and Recreation Commission the right to license others to use and reuse the above cited material in the same manner.

7. Other Terms of this Agreement.

The parties acknowledge that the Concessionaire has been furnished with instructions for the Concession Agreement, which the parties agree are additional terms of this Agreement. This Agreement and the Instructions for Concession Agreement forms the entire agreement between the parties. This Agreement shall not be modified, discharged, or extended except by a writing executed by the Commission and Concessionaire. The parties agree that no representations or warranties shall be binding upon the Commission or Concessionaire unless expressed in writing in this Agreement, the Instructions for Concession Agreement, or amendments thereto.

GENESEE COUNTY PARKS & RECREATION COMMISSION

Dated: _____ _____

By:
Its:

Dated: _____ _____

Concessionaire

PLEASE RETURN COMPLETED APPLICATION TO: Beth Schrader
bschrader@gcparks.org

Office use:

Date Application Received: _____
Application: Approved or Declined
Date Entered into System: _____
Date Payment was Requested: _____
Date Payment was Received: _____
Photos of items being sold: _____