



# Flea Market Rules and Regulations

**PLEASE NOTE: If you wish to leave the selling area during busy hours, please walk to the office and ask for an escort out of the selling area.**

**We would like everyone to have a pleasant and successful experience with us. In order for this to happen, we have a few simple rules**

- TRADEMARKED/COUNTERFEIT/STOLEN MERCHANDISE:** The sale, display, or distribution of merchandise that infringes upon copyrighted designs or materials or bares counterfeit trademarks is strictly prohibited. Examples of counterfeit merchandise are, including but not limited to, DVD'S, Nike tennis shoes, Louis Vuitton, Coach Pocketbooks, Polo, Gucci and Ed Hardy etc.
- FOOD AND BEVERAGES:** The sale of any grocery items except fresh fruit and vegetables is prohibited. Any food preparation, sampling and/or giveaway is prohibited.
- ALCOHOLIC BEVERAGES:** State law, section 1246-112-1 prohibits any alcoholic beverages from being brought onto Mile High Flea Market's licensed premises. Positively no alcoholic beverages may be brought in by Patrons to be consumed, sold or given away on Flea Market grounds.
- CIGARETTE SALES AND TOBACCO SALES:** Due to laws restricting the sale of cigarettes to minors, the sale of cigarettes or tobacco products will not be allowed.
- DRUG PARAPHENALIA:** Seller shall not sell or display drug or marijuana related paraphernalia without written permission from management.
- PORNOGRAPHY:** Due to the increasing number of children and our obligation to them and their parents, the management reserves the right to restrict the sale, display or distribution of any printed material, photographs, books, magazines, pictures or other representation in order to maintain a proper moral and wholesome environment.
- GAMES & AMUSEMENTS:** No games of chance or skill, raffles, lotteries, 'readings', auctions or amusement rides may be conducted or operated by sellers without prior written consent..
- ANIMALS:** No animals (i.e., dogs, cats, etc.) are allowed to be sold or given away. Sellers are permitted to bring their personal pets to the market with the following requirements: 1. They must at all times remain within the selling space. 2. Dogs in excess of 25lbs are strictly forbidden (weight determination at the discretion of MHFM). 3. MHFM reserves the right to ban any seller's pet from MHFM at anytime at their discretion. 4. Sellers must provide adequate resources to care for their pets (water, food, etc).
- GUNS:** No guns, ammunition or explosives are to be brought in, sold, or traded on Flea Market grounds. Items (including toys) that shoot or launch projectiles are not allowed. No person except peace officers in the performance of their duties will wear or possess firearms on Flea Market grounds.
- PROHIBITION OF OTHER ITEMS:** Mile High Flea Market reserves the right at any time to prohibit any additional items from being sold or traded and to refuse admission to any seller.
- WALKING SALES:** Positively no walking sales. Anyone selling, trading or otherwise conducting business on the premises must have a sellers permit and remain in their selling space.
- HAND BILLS & FLYERS:** No one shall bring upon or distribute on the grounds any political, religious or soliciting matter or hand bills without prior written consent.
- ELECTRICAL:** No electric heaters, coffee pots, or any electric appliances. No electrical cords are allowed to extend across or above walkways.(Inside Buildings and Outside Spaces)
- SOUND:** Mile High Flea Market reserves the right to keep sound emitting from any type of stereos, radios, televisions, and/or any other sound to an acceptable level. Sellers shall conduct themselves at all times in an acceptable manner.
- SMOKING:** There is to be no smoking in or around closed buildings and restrooms.
- SPACES AND BOUNDARIES:** Sellers must keep merchandise inside yellow lines. Walkways and driveways are fire and ambulance lanes.
- SPACE RESALE RIGHTS:** Mile High Flea Market reserves the right to sell any unoccupied reserved space after 8:30 am. **SELLERS MUST BE IN THEIR RESERVED SELLING SPACE AND OUT OF THE AISLE BY 8:30 AM OF ANY SELLING DAY. All sellers must be off the grounds by 8:00pm.** Call if you will be late. **NO REFUNDS.**
- CLEAN UP:** Sellers must clean up their space and leave it the way they found it. Those who refuse may be charged a clean-up fee.
- ABANDONED PROPERTY:** Any property left on open spaces or around buildings shall be deemed abandoned by the seller. Mile High Flea Market may remove such property and dispose of the same without liability. The Flea Market may charge the seller reasonable costs for disposing of such property.
- PHYSICAL CHANGES TO PROPERTY:** Sellers cannot drive nails or anchors into the pavement, or make any physical changes whatsoever. No tables, racks, walls or any other construction may be built on a space without prior written consent.
- ASSIGNMENT & SUBLETTING:** The seller's permit or reservation cannot be sublet, assigned or transferred.
- COMPLIANCE WITH LAWS:** Sellers shall comply with all city, county, state and federal laws.
- RIGHT OF ENTRY:** Mile High Flea Market reserves the right to inspect all merchandise and have access to a seller's space at all times.
- LIABILITY & INDEMNIFICATION:** The Management Company shall not be responsible for or liable to Seller for any loss or damage that may result to Seller or his or her property from water, fire, explosion, theft, or from any source or any cause whatsoever. Seller agrees to, and shall save harmless and indemnify the Management Company, its successors and its assigns, against any and all damages resulting from any act, omission or condition created by or arising from the conduct of Seller, Seller's guests, members of Seller's family, or Seller's employees, agents, or contractors, or as a consequence of any product sold or representation made by Seller or its agents at the Marketplace Site, whether based upon negligence, product liability, or any other legal theory, or for any and all debts, liabilities, choses in action or claims of any nature against the Management Company, absolute or contingent, together with all expenses and legal fees which may be incurred to compromise or defend such debts, liabilities, choses in action, or claims.
- INSURANCE:** Seller acknowledges that the Management Company is not an insurer for the benefit of Seller, and in order for there to be coverage on the contents of the Spaces, Seller recognizes that he or she must seek independent insurance protection. Sellers should obtain adequate property, liability and workmen's compensation insurance. Mile High Flea Market accepts no responsibility for loss to Seller for any reason. In the event Mile High Flea Market is sued for any negligent acts of Seller, Mile High Flea Market's Insurance Company will subrogate against Seller for the full amount of loss paid.
- RIGHT TO TERMINATE:** The purchase of a seller's permit or reservation constitutes an agreement by the seller to comply with all rules and regulations. Sellers must be at least 18 years old to reserve selling space. Mile High Flea Market reserves the right to revoke the seller's permit or reservation, return fee paid and evict rule violators.
- BICYCLES:** No bicycles, motorbikes, skateboards, roller skates, roller blades, scooters, or hover boards may be ridden on the property.
- MINORS:** Sellers are responsible for their children and must be kept under control and at your space unless accompanied by an adult.
- SHADE STANDS:** Sellers using shade stands or covers must keep them sufficiently weighted down to provide a safe environment.
- ADMISSION FEE:** Rental of space entitles entrance to the Flea Market for one vehicle only. Extra vehicles must pay a buyer admission fee for each adult.
- SPEED LIMIT:** Maximum speed limit on Flea Market grounds is 5 M.P.H. per Colorado law, pedestrians have the right of way in a parking lot. Please be mindful of the children who are also present.

**VIOLATORS OF THESE RULES WILL BE BANNED FROM MILE HIGH FLEA MARKET. THANK YOU FOR YOUR CONSIDERATION AND COOPERATION.  
NO REFUNDS**

### **- - - RAIN CHECK PROCEDURE - - -**

In the event of bad weather your next selling day could be FREE. The weather in Colorado can change in minutes. It can be raining or snowing one minute then miraculously change to a beautiful, sunny day the next. Sellers who stay during bad weather sometimes find the weather clears and they have a great selling day. For this reason we evaluate the weather conditions and the attendance for the entire day before issuing rain checks. **If the day is declared a RAIN CHECK DAY, a credit for the amount paid will be put into your account. This credit can be used at any time. Ask if the day in question was declared a rain check day.**

**NOTE: SALES TAX:** State law requires all sellers that do not have their own sales tax license to collect and remit retail sales tax using the envelope Mile High Flea Market provides. The Flea Market acting as a conduit between the seller and the state will submit these taxes to the state through its license No. 20-8817296. State law requires if you sell at any Flea Market in the State of Colorado more than five weekends per year, and if you sell certain types of secondhand property as defined by State law (available at the office), and if you sell the items for \$30.00 or more, you must fill out a **Flea Market Sellers Information Report** (available at the office).