



RULES AND REGULATIONS OF FLAMINGO ISLAND FLEA MARKET

Market Hours : Hours open to the public are 8:00 am to 4:00 PM on Fridays, Saturday, and Sunday, rain or Shine. The market is open for dealer setup on Thursday from 9 am to 4 PM, and on weekends from 6:30am to 5:00 PM. Management reserves the right to change hours and /or days of operation. Dealer space must be occupied during regular business hours. Empty booths hurt other vendor business and give a negative public impression of the market. Therefore, continued late opening or early closing will result in fines.

Business Office Hours: The hours of the leasing office, located outside of the fenced market area, are 9:00 am to 4:00 PM Wednesday and Thursday, and 9:00 am to 5:00 PM on Fridays, Saturdays, and Sunday. The Office will be closed on Mondays and Tuesdays.

Products Offered: The sale of certain products will be limited by management. New or different products than stated on rental application must be approved by management. No food or beverages for consumption on premises shall be offered unless approved by management. Bulk or packaged foods are permitted only on written approval by management. Any products or item, the sale, use, possession, or transportation of which is illegal under Federal or Florida laws are prohibited to be displayed or offered for sale on the premises. Items prohibited from sale are: (a) Potentially dangerous animals; (b) poisonous, hazardous or explosive items, chemicals or substances; (c) Pornographic material or objects; (d) drugs or drug paraphernalia; or (e) illegal, counterfeit, or stolen items. For public liability insurance purposes, firearms are prohibited on the premises unless by properly licensed gun dealer or licensed person. No alcohol or tobacco products can be sold without proper licenses. Flamingo Island reserves the right to inspect all Dealer merchandise and the right of entry to any Dealer space at all times for such purpose, or for making repairs, additions, or alterations.

Rental Payments: All rent must be paid prior to admittance. Your paid rental receipt will serve as your admittance, "pass" and must accompany you at all times on the premises.

Deposits: Deposits will be returned in full at the end of the rental period if a 30 day written notice from the first of the month has been given prior to vacating, and booth is left in broom clean and undamaged condition. Deposits are forfeited if vacated prior to end of rental period, or if proper notice has not been given. On vacating, deposits will be applied to damages, a \$20 clean up fee, and amounts owed, if any, with the balance-paid to vendor.

Subleasing: The rental of space from Market constitutes a License granted to Dealer only, For Dealer's sole and exclusive use and occupancy. Dealer may not sublet or assign this license or any part thereof without the express written consent of management. Violators will be expelled from the Market.

Booths: All booth design and construction must be approved by management. No dealer will use another vendor's side or rear walls for their own purpose. Dealers must comply with Management's directives

concerning unsafe, unsightly, or unsatisfactory construction or materials. Wire or fencing for walls is prohibited. On vacating, for any reason, or at end of last day of paid rental period, booth becomes property of Flamingo Island Flea Market and cannot be removed. Removable shelving, trade fixtures, counters, and tables may be removed by dealers. Framing, pull down doors, or other material permanently nailed, screwed, bolted or stapled to booth may not be removed. Businesses may be sold with management approval during paid rental period only. Dealers are not allowed to move in or out during public business hours. Vendor must vacate space on close of business of the last day of the paid rental period. Failure to vacate shall authorize Market to lock booth or remove vendor's goods to storage and charge \$25.00 per day storage fees. No signs, tables, products or salesperson shall extend or operate beyond the boundaries of the rented space. Dealers must keep spaces clean including the aisle space directly in front of their booths at all times. Soliciting or distributing handbills cannot be done outside of space. No space may be used so as to interfere with the safety or quiet enjoyment of others. Upon termination, the premises shall be returned broom clean in good condition. All property not removed prior to surrender shall be deemed abandoned. Property, including racks, displays, products lumber or other booth materials found in non-rented spaces or behind booths after hours is considered, and Management will remove and dispose of such items.

Trash Removal: At the end of each day, all trash must be bagged and placed at the rear of booth. All cardboard boxes must be broken down. All food vendors are responsible for cleaning up the waste and trash by their business in the immediate area in front of their booths. All produce vendors must remove all food waste and boxes from market each day. A \$50 fine will be assessed for dumping food boxes, fruit, vegetable, or uncooked food in dumpsters or trash cans on Market property.

Licenses, Taxes and Laws: Dealers must register with the Florida Dept. of Revenue for a sales tax number, pay sales tax on all sales, prominently display a Certificate of Registration in their booth., and file sales tax returns. The sales tax Certificate and a Lee County occupational license is required. Lee Co. occupational licenses are available at the market office for \$55.00. Copies will be kept in the Market office.

Electricity: Electrical outlets are available near all booths for occasional products demonstration purposes at no charge to dealers. A minimum charge of \$1.25 per day per booth per plug in is charged for use of one fan, or cash register, plus the cost of providing an electrical outlet, if necessary, to the booth. Dealers needing more lighting or other usage will be charged more than the minimum, and may be required to install proper wiring and sub meters in accordance with applicable electrical codes. No electric extension cords may be used. Dealers shall not operate electric heaters, air conditioners, coffee pots, stoves, refrigerators or other appliances in Dealer's space unless approved in writing by management.

Insurance: Dealers must provide their own insurance protection for fire, theft, and public liability. Market is not an insurer and shall not be responsible for any loss to Dealer's property caused by fire, water, theft explosion, or negligent act of Flamingo Island or any its employees, managers, or agents, or from any other cause whatsoever. Flamingo Island is not responsible for any liability arising out of negligent acts of Dealers or their employees or for injuries sustained by any Dealer employee or customer occurring in the premises rented by Dealer. Dealer further agrees to indemnify and hold Flamingo Island harmless against any claim whatsoever arising out of Dealer doing business in the market.

Security: The market employs security measures. However, Flamingo Island shall not be responsible for any Dealer's Property which is left or temporarily stored within Dealer's space or elsewhere on the Flamingo Island property. Dealers leave their property on the premises at their own risk and assume all responsibility and liability for loss. Flamingo Island security and management personnel will cooperate to identify and have arrested any person that a Dealer suspects of shoplifting, or other crime. However, Flamingo Island cooperation will cease if any such Dealer refuses to prosecute the perpetrator of a crime.

Miscellaneous Provisions: Dealer agrees to park in areas designated by management. Without proper parking permit automobiles will be towed at owners expense. Vendors will obey all stop signs and refrain from speeding or other reckless driving on the market property. Dealer's children must be with their parent

at all times. No dogs, cats or other pets allowed on premises. Management reserves the right to relocate or remove a space at any time on reasonable notice.

Business Ethics: Dealer agrees to deal ethically with the public, and to make cash refunds to dissatisfied customers, unless a "no refunds" notice is posted in booth- in which case an exchange must be made for defective goods. Rudeness to customers, spreading false or malicious rumors, price undercutting, promoting other flea markets, or other conduct detrimental to the other vendors, or the market, or it's management will not be tolerated and are grounds for immediate expulsion from the market.

FAILURE TO COMPLY WITH THE ABOVE RULES OR TERMS OF THE RENTAL AGREEMENT,
RESULT IN IMMEDIATE AND PERMANENT REMOVAL FROM FLAMINGO ISLAND FLEA MARKET.

Printed Name of Dealer: _____

Owner's Signature: _____

Date: _____