



Vendor Rules & Regulations

May 1, 2016

Market Hours: Hours open to the public are 8:00am to 4:00pm on Friday, Saturday, and Sunday, rain or shine. The market is open for dealer setup on Thursday from 9am to 4pm, and on weekends from 6:30am to 5:00pm. (Absolutely no construction or moving in our out is allowed during market public open hours) 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 gives a negative public impression of the market. Vendors opening late, or closing early, are subject to fines at the discretion of Flamingo Island. Absolutely no market access from Monday through Wednesday.

Business Office Hours: The hours of the leasing office, located in the pink trailer outside the fenced market area, are Wednesday and Thursday from 9am to 4pm. And on Friday-Saturday-Sunday the office is open from 8am to 5pm. Some change can be provided, however every vendor should plan on having their own change banks going into the weekends. Our supplies are limited.

Products Offered: All items offered for sale, must be approved (in writing) by Flamingo Island Flea Market. We reserve the right to limit or restrict the sale of any items. New or different products other than what is stated on the rental application, must be approved by management. No food or beverages for consumption on premises shall be offered unless approved by FIFM. Bulk or packaged foods are permitted only on written approval by FIFM. Any products or items, the sale, the use, the possession, or the transportation of which are illegal under Florida Law are prohibited to be displayed or offered for sale at FIFM. Items not allow to be sold are, but not limited to, animals, explosives, weapons, ammunition, chemicals or substances, pornographic materials or objects, drugs or drug paraphernalia, illegal, counterfeit, or stolen items. No alcohol or tobacco products can be sold without proper licenses. FIFM reserves the right to inspect all vendor merchandise, storage areas, and has the right of entry into any area on property at all times. This includes, but is not limited to repairs and maintenance.

Rental Payments: Payments are due the last full weekend (Fri-Sat-Sun) of each month, for the following months rentals. Any payments received after 5pm on the last Sunday of the month, is late and subject to late fees. Any checks returned will be charged a \$50 handling fee.

Security Deposits: A **30 day written notice received prior to the first of the month** is required to re-claim your security deposit. Booth must be left in a broom clean and undamaged condition. Deposits are forfeited if vacated prior to the end of the 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 the vendor.

Subleasing: Subleasing is prohibited. The rental of a space from FIFM constitutes a License granted to the dealer/vendor on the original application only. Dealer may not sublet or assign this license or any part thereof without the express written consent of FIFM. Violators will be expelled from the market, and no deposit will be returned.

Booths: Vendors must comply with all FIFM rules and regulations concerning unsafe, unsanitary, unsightly, unsatisfactory construction, and occupancy of vendor spaces. All booth designs and construction must be approved by FIFM. Wire or fencing is prohibited for walls or gates. Upon vacating for any reason, the contents of the booth automatically become the property of FIFM. Removable shelving, trade fixtures, counters and displays may be removed by vendors. Framing, pull down doors or tarps, flooring, or any item or materials nailed, screwed, bolted, wired in, glued, stapled or otherwise permanently attached to the space may not be moved or removed. They become the

property of FIFM. Businesses may be sold with Flamingo Island management approval during paid rental periods only. Purchaser must agree to fully stock 50% existing line of merchandise at time of sale for one full year. Businesses may not be sold after 30 day notice to vacate has been given to FIFM. Failure to vacate on the close of business on the last day of the paid rental period, authorizes management to remove inventory and goods into a secure storage, and to charge \$30 per day in storage fees. Items will be disposed of or sold after 30 days. Vendors must keep spaces clean – including the aisle space directly in front of their booths at all times. Property, including racks, displays, products, lumber, or other items found in non-rented spaces or behind booths after hours is considered abandoned. No ladders, stairs or other items can be left outside of any booth at any time. ***No space may be used as to interfere with the safety or quiet enjoyment of others.***

Signage: All signage placed outside of your space, must be approved. All floor graphics, signage outside the booths, must meet proper logo, design, and height requirements. Floor signage must be approved in advance with required logos and graphics. Nothing may hang down outside of your booth or table area that is below 7 feet. Everything must be approved prior to placement and approval is at the discretion of FIFM. No signage can be placed to the exterior of booths, on fence lines, or anywhere else on property without the permission of FIFM. More information is available at the office.

Trash Removal: At the end of each day, trash must be bagged, tied, and placed outside the rear of the booth for collection. **All cardboard boxes must be broken down FLAT.** All food vendors must clean up food waste and trash daily, including the areas in front of their spaces. Fines will be assessed for dumping food boxes, fruits and vegetables or uncooked food into trash cans on market property. Grease must be properly disposed of, and only a designated area may be used to clean restaurant equipment. A \$50 fine may be assessed for violations of these rules.

Licenses, Taxes, Laws: All vendors must register with the Florida Department of Revenue for a sales tax number, pay sales tax on all sales, and prominently display a Certificate of Registration in their booth or space. (you can do this online) A Lee County Occupational License (available in the market office) is required before moving in.

Doors and Tarps: Roll-Up Garage Doors (code approved) or approved UV rated tarps are allowed at the renter's expense. We have these available for sale in the market. Doors and tarps **MUST BE ROLLED ALL THE WAY UP** during market hours to allow for maximum cross-ventilation.

Flamingo Bucks: With our marketing program, the market makes available to events and promotions, what is called Flamingo bucks. These are in \$5 increments and every vendor is required to accept these. You can turn them in for cash at the office. No change is given on Flamingo bucks.

Electricity: \$1.50 is charged per day, per plug used. Vendors requiring more than the circuits supplied could be charged more than the minimum, and could be required to pay for electrical upgrades. **NO EXTENSION CORDS ARE ALLOWED** (as per Bonita Springs Fire Department) **Vendors MAY NOT operate electrical heaters, stoves, Air conditioners, coffee pots, microwave ovens, refrigerators, or any other appliance,** unless approved by management in writing.

Insurance: Vendors must provide their own insurance – FIFM is not an insurer and shall not be responsible for any loss caused by fire, water, wind, theft, explosions, maintenance, or negligent act of Flamingo Island employees, management, agents, or from any cause whatsoever. Flamingo Island Flea Market is not responsible for any liability arising out of negligent acts of other dealers, or their employees, or for injuries or losses sustained by any vendor, employee or customer occurring in the premises rented by the vendor. Vendor further agrees to indemnify and hold FIFM harmless against any claim whatsoever arising out of the vendor doing business in the market.

Parking: There are no assigned parking places at FIFM. Early arrivals have the best chance to find a parking space near their booth. There is no such thing as "my parking spot". Booth vendors are allowed ONE unassigned parking space in the middle of the market, between the red/blue aisles, with a monthly permit. You must have your rent and all charges paid in full by the last Sunday of every month, for the following month, in order to receive a parking

pass for that month. Those paying late, are not eligible for a parking pass for that month. All spaces are on a first come, first serve basis. All other employees and table rental vendors must park in the parking lot in the Northeast corner of our lot (behind the retention pond out by the dumpsters. This allows our paying guests to have spaces closer to the market. You may ONLY park in designated parking spaces, within the lines. You cannot park where there are no parking lines. There is absolutely no parking around the perimeter of the market. These are fire lanes and you may not park or leave any vehicle or trailer in these areas. In the center parking area you must pull up far enough that your vehicle does not extend past the parking lines. Vehicles without parking passes or improperly parked, will be towed. When exiting the market from the middle parking area, you must go around the west side (Blue Aisle) to exit. Be extremely careful when pulling through the covered area to the north and watch for pedestrian traffic. Anyone seen speeding or putting pedestrians at risk, will be restricted from using the center parking area. To park in the middle area, you must arrive prior to the market opening at 8am. The south entrance will then be closed at 8am (Fire/insurance) to protect pedestrian traffic.

Security: The market employs security measures. However, FIFM shall not be responsible for any vendor's property which is left or temporarily stored within the vendor's space or elsewhere on FIFM property. Vendors leave their property on the premises at their own risk and assume all liability for loss. FIFM security and management personnel will cooperate to identify and have arrested any person any dealer suspects of shoplifting or other crimes. However, FIFM is not a policing authority, and has limited ability to assist vendors. The individual vendor must be the one to press criminal charges.

Pets: The width of our aisles and restrictions from our liability insurance carrier, restrict any pets other than service and comfort animals to be walking in the market. Dogs are permitted if carried or in a stroller. Any aggressive or dangerous behavior will cause the pets to be removed from the market.

Flamingo Island is an Open-Air market: As such, our building code restrictions require that your space must be 50% open to the outside for air-flow purposes. Obstructing air-flow with displays, boxes, tarps, shades, curtains, slat-wall, pegboard, inventory, or anything else is not allowed at FIFM. The configuration of the rear of your total booth space must allow for at least 50% open area during market hours. No exceptions!

Miscellaneous Provisions: Vendors agree to park in areas designated by management so as not to block fire lanes. All vendors must display a valid monthly FIFM parking permit. Vendor's children must remain with their parents at all times. Management reserves the right to remove or relocate a space at any time on reasonable notice.

Business Ethics: Vendor agrees to deal in a polite and ethical manner with the public, and to clearly post, in plain view, a large sign (minimum 8 ½ x 11) explaining their return and refund policies. If it is the policy to not give refunds, a "no-refund" notice must be easily seen and identified in the space.

Market Image: As vendors, we all share a responsibility to represent and promote the market so we will all be successful. Anyone spreading false or malicious rumors, rudeness to customers, promoting other flea markets or competitive businesses, or any other conduct detrimental to the other vendors, or the market, or it's employees or management, will not be tolerated and are grounds for eviction from the market. Failure to comply with the rules and regulations and/or terms of the rental agreement will result in immediate forfeiture of all deposits and paid fees and will further result in immediate and permanent removal from Flamingo Island Flea Market.

Printed name of Vendor: _____

Signature of Vendor: _____