

# RENNINGERS SOUTHEAST FLEA & FARMERS MARKET

## RULES & REGULATIONS

1. **HOURS OF OPERATION:** Vendors must be set up and ready to do business by 9:00 am and remain open until 4:00 pm. Vendors must be out of the Market by 6:00 pm each day.
2. Monthly vendors are required to pay rent in full prior to setting up and all subsequent rent during rent renewal weekend, which is the last full weekend of the preceding month. If rent is not paid during the grace period and as of the 1st of the rental month, a \$35.00 late fee will be assessed in addition to your monthly rent. Spaces to monthly vendors are only guaranteed if rent is paid in full. Any monthly vendor who remains in their space after the 1st of the month will be responsible for the entire month's rent. All vendors who wish to vacate their space for the following month must give the office at least a 15-day notice prior to vacating. If any vendor becomes 30 days or more past due, vendor agrees that the Market shall have the right to place a lien on any of the vendor's inventory and fixtures in vendor's space or elsewhere in the Market for any unpaid rent or other obligation of the vendor to the Market. In order to satisfy said lien, after 30 days, vendor authorizes the Market to sell vendor's merchandise left in vendor's space or in storage at a public or private sale without any further notice to vendor and to apply the proceeds from the sale of said merchandise to the expenses of the sale, the storage fee, the vendors obligation for rent, and any excess to the vendor.
3. A \$20.00 fee will be assessed on all returned checks.
4. **VENDOR SPACE & TABLES:** Spaces on the edges of the aisles are 8'x10'. Spaces in the center of the aisle are 6'x10'. All vendors must keep their merchandise within the yellow lines of their spaces. Merchandise or display racks are not allowed in aisles. Vendors are allowed to bring in an additional table per space, and chair, if desired.
5. **LICENCES:** The State of Florida and Brevard County require all vendors to have a Florida Sales Tax Certificate issued by the Department of Revenue and a Brevard Business Tax Receipt prior to conducting business at the Market. The office has applications and phone numbers to assist new vendors. All vendors are required to collect and remit sales tax to the Department of Revenue. Vendors that have a signed lease with Renningers Flea and Farmers Market will need to obtain a City of Melbourne business tax license. Food handlers are also required to obtain a Department of Health or Department of Agriculture license. Vendors who sell plants, prepackaged food, or other perishables are required to possess a Department of Agriculture license.
6. **INSURANCE:** Monthly vendors may leave merchandise overnight at their own risk. The Market is not responsible for any liability arising out of the careless or negligent acts of vendors, their families, or their employees or for any injuries sustained by vendors or employees of vendors. Vendors should obtain adequate property liability insurance to cover their property and liability. In the event the Market is sued for any negligent acts of any vendor, the Market's insurance company will subrogate against said vendor for the full amount of any loss paid. All food stands that cook and prepare food must possess required liability insurance. Failure to obtain necessary liability insurance for restaurants can result in automatic termination of lease.
7. **UTILITY CHARGES:** Vendors must pay in advance for any electrical or gas usage. Fair assessment of usage will be made and calculated based on utility guidelines. The Market reserves the right to continuously assess vendors who use utilities and charge appropriately. Any special utility requirement, such as T-shirt presses, air-conditioning units, computers, appliances, or any other devices that require separate utility hook-ups are subject to additional charges. Vendors must pay for these specific hook-ups.
8. **TARPS, DISPLAYS, BACKBOARDS, PARTITIONS AND BUILD-OUTS:** The Market reserves the right to limit or restrict any type of build-out. All walls, partitions, doors, windows, display units, etc., that are attached, nailed, screwed, bolted, and affixed in any manner to the walls, roof, floors, poles, or any other structure in the Market, cannot be removed from the Market and becomes the property of the Market upon termination of vendor's occupancy. No build-out can occur without permission from the Market. As a rule, all back walls must accommodate airflow. If tarps are being used, they must be raised after 10:00 am each day to allow airflow. Only flame resistant tarps in grey color are allowed to be hung. No other tarps in any other color are allowed. Tarps must be installed on a pulley system and must not flap or sag. Tarps may be lowered in heavy wind or rain. Tarps must be replaced when they are worn or torn. If a solid back wall is desired, it must accommodate windows or other means of allowing air flow into the Market, unless the booth is totally enclosed and air-conditioned. For non-enclosed booths, all side walls or shelves must be no higher than 4 feet from the yellow line into the booth the first four feet, and can increase to 5 feet in height the second four feet of space inside the booth to the back of the space.
9. **MERCHANDISE ITEMS:** Vendors cannot change or add additional merchandise without receiving permission from the office. The Market reserves the right to limit or close merchandise lines. Merchandise "close-out" lists are posted at the office and are subject to change without notice.
10. **SALE OF BUSINESS:** Vendors cannot post signs to sell their business without permission from the office. Vendors can sell their merchandise to other dealers, but have no control on selling their locations. Vendors who purchase said merchandise are required to receive permission to sell said merchandise to ensure it does not conflict with "close-out" merchandise lines. The Market

reserves the right to charge a transfer fee to any vendors who are interested in selling their locations with merchandise. Transfer fees vary. (See office for details).

11. **SIGNS:** One sign, not to exceed 6 square feet, is allowed per vendor to denote the name of the vendor and the merchandise sold. If the sign is more than 6 square feet but no more than 8 square feet, then the sign must be hung so it does not face the customer traffic. All signs shall be displayed within the boundary of your space and within the imaginary vertical line above the yellow line. No signs or merchandise can be hung over the aisles. All signs must be constructed of wood, metal, or plastic and hung on a chain. Signs can only be hung from the roof girders. No signs, lighting fixtures, decorations, or other items can be hung from any conduit or sprinkler pipe. Vendors may hang banners on the back wall of their booths, so long as they do not obstruct another vendor's space, merchandise or restrict airflow. Vendors with enclosed stores may place a sign in front of their stores on the fascia. Any vendor having more than one space, not connected, may have a sign at each location. Each vendor is also allowed to place a sign, not to exceed 2'x2' along the front roadway. Signage can be placed along the roadway Friday mornings, but must be removed Sunday evenings. The Market assumes no responsibility for signs left along the roadway.
12. **VENDOR GARBAGE AND CLEANUP:** Vendors are required to clean up their rented spaces at the close of business each day. All garbage shall be disposed of in the appropriate dumpster. Blue dumpsters are for recycled cardboard boxes. All boxes must be broken down and flattened prior to disposal. All other garbage, including wax-lined boxes, must be disposed of in the brown dumpsters. Vendors who smoke must bring their own ashtrays. Do not throw butts on the floor!! No paper, boxes, or trash are allowed to accumulate under tables or behind spaces. Vendors are also encouraged to sweep above their booths to eliminate spider webs and dust.
13. **SMOKING:** Smoking is banned inside the Market (Fla. Statue 386). Vendors may smoke outside of their booth as long as it is not under the roof.
14. **BANNED ITEMS:** The following items are strictly prohibited for sale or display, in any way or for any reason:
  - a. Dynamite or other similar explosive material, dangerous or poisonous chemicals, or other similar items considered hazardous to the public;
  - b. Dangerous animals such as dogs with vicious tendencies, poisonous snakes, large cats, or other predatory animals (except in show cages with appropriate licenses and permission from management);
  - c. Drug related paraphernalia; liquor, or decorative decanters filled with liquor - use of illegal drugs or substances in or on the Market premises is **STRICTLY PROHIBITED!** Violators will be forced to leave and asked not to return;
  - d. Offensive books or other material (pornography, occult, or witchcraft); and
  - e. **COUNTERFEIT:** Counterfeit trademark, copyright, diluted (i.e. confusingly similar to actual logos) merchandise. Vendor shall, at all times, along with Vendor's employees and agents, comply with all applicable laws, including, without limitation, any and all state and/or federal copyright and/or trademark laws-whether created by statute or judicially made.

Absolutely no activity is to be conducted on the premises that will result in the sale or storage of counterfeit goods or merchandise. To do so will be considered a default in the lease agreement, and the Market shall have the enforceable rights to immediately terminate the lease for vendor's illegal use of the property. It is the vendor's obligation to verify that the merchandise offered for sale is not counterfeit.

We do not tolerate counterfeits or other banned items and will vigilantly monitor vendor activity and patrol our aisles in the effort to maintain our Market as a legal venue for small business entrepreneurs. Any vendors who display objectionable counterfeits and other banned items or who conduct themselves in a manner that disrupts the Market or other vendors will be immediately removed from the premises, their lease terminated, and the Market shall regain possession of the leased space.

The Market reserves the right to limit or restrict the sale or display of any merchandise it considers inappropriate in running an orderly and family-oriented market.

15. **SELLING OF FOOD AND BEVERAGE ITEMS:** No food items can be sold for consumption on premises except in licensed and approved food stands. All packaged and unpackaged food items are subject to Department of Agriculture and Department of Health licenses. Vendors are not allowed to cook or prepare food at their booths. No coffee pots, microwaves, refrigerators, crock pots, or other devices are allowed except when it pertains to the specific nature of the business for which the vendor is operating and for which they have received permission to do so. No alcoholic beverages may be brought into the Market for sale or consumed on the premises except in licensed food stands that possess a license to sell alcohol. Any vendor caught bringing in bottled beer or other alcoholic beverages will be asked to leave the Market. The sale of alcohol is limited by the Market and local governing boards.
16. **ANIMALS TO BE SOLD AS PETS:** Animals such as dogs, birds, turtles, cats, fish, rabbits, non poisonous snakes, etc., can be sold as long as all animals are maintained in appropriate cages or aquariums. All vendors selling dogs and cats must have current immunization certificates on every animal. Upon sale of any animal, the animal must be delivered to the customer in a box or appropriate cage or container. All State, County, Health Department, and Humane Society rules must be adhered to pertaining to the sale of such animals. Vendors must possess the proper licensing to sell animals.

17. **VENDOR DRESS AND BEHAVIOR:** Vendors and their employees are expected to dress and conduct themselves in a proper and professional manner at all times. All vendors must wear full clothing and shoes. Good personal appearance, courtesy to customers and other vendors is expected. Profanity, loud boisterous action, or physical violence will not be allowed. Offending vendors will be asked to leave the Market. Repeat offenses can result in vendors being permanently barred from the Market. Vendors caught stealing or destroying other vendors' merchandise or displays will be barred from the Market and subject to full penalties under the law. Vendors who receive more than (3) customer complaints could be banned from selling at the Market, at the Market's sole discretion. Vendors are responsible for the actions of their children. Children of vendors must remain at their parents' booths at all times and cannot roam the Market.

Vendors must apprise all of their employees of certain rules of conduct regarding personal behavior. All forms of harassment, including any demeaning, insulting, embarrassing or intimidating behavior directed at any employee, vendor, or visitor. The Market specifically bans unwelcome sexual advances or physical contact, sexually orientated gestures and statements, and the display or circulation of sexually orientated pictures, cartoons, jokes or other material. Illicit and illegal sexual activity is **STRICTLY PROHIBITED!** Violators will be forced to leave and asked not to return.

The Market also prohibits engaging in any hostile contact, intimidation, threats or such actions or violence, or any other actions that may be considered threatening or hostile in nature while on the Market's premises.

18. **SUBLETTING:** There is absolutely no subletting of spaces allowed in the Market.

19. **PROHIBITION OF LIENS.** Nothing in the rules and regulations shall grant or confer unto the Tenant or Licensee the right to lien, mortgage, or encumber in any way the Property of the Landlord or any improvements thereon nor subject said Property to any encumbrance; the Tenant or Licensee has no right whatsoever to lien, mortgage or encumber the Property of the Landlord, or the improvements thereon; the Tenant or Licensee alone shall be liable and responsible for labor or materials furnished to the Property by order of the Tenant or Licensee or its agents or subcontractors and construction liens are expressly prohibited.

Further, the Tenant or Licensee shall have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage, or other encumbrance upon the estate of the Landlord or any interest of the Landlord in the Property or upon or in any building or buildings or improvements hereafter erected or placed thereon. It is agreed that should the Tenant or Licensee cause any improvements, alterations, or repairs to be made to the Property or material furnished or labor performed therein or thereon, neither the Landlord nor the Property nor any improvements shall in any consideration be liable for the payment of any expenses incurred or the value of any work done or material furnished to the Property or any part thereof, and all such improvements, alterations, repairs, materials, and labor shall be done at the expense of Tenant or Licensee and the Tenant or Licensee shall be solely and wholly responsible to contractors, laborers, and materialmen furnishing labor and material to the Property and building or buildings and improvements, or any part thereof.

20. **INDEMNIFICATION:** Vendor will indemnify and hold the Market harmless from any loss, personal injury, death, cost, or any other expenses, including attorneys' fees, suffered or incurred by the Market by reason of the use and occupancy by Vendor, its servants, agents and employees, or for any failure of Vendor, its servants, agents and employees, to comply in any respect with or to perform any of the requirements and provisions of this agreement. Vendor shall be strictly liable for any illegal activity caused on the premises by Vendor, and Vendor's employees or invitees, and shall indemnify the Market and hold the Market harmless for any such damage, which shall include, without limitation, any violation of state and/or federal copyright and/or trademark laws - created by statute or judicially made.

In no event shall the Market be liable for damages to vendor by the stopping or interruption of vendor's business arising from the Market's actions to stop any violation of this agreement by vendor.

These are the basic rules of this Market. Any other rules and regulations deemed in the best interest of the Market will be added, amended, or changed, and all vendors are required to adhere to these policies. By renting in this Market, every vendor hereby agrees to adhere to these rules. This Market reserves the right to refuse to rent to any vendor for any reason.

The undersigned vendor hereby acknowledges having received and reviewed a copy of the above rules and regulations and understand that the rules and regulations can be changed from time to time without notice.