

# RENNINGERS FLEA MARKET - MOUNT DORA

## RULES & REGULATIONS

1. **HOURS OF OPERATION:** Vendors must be set up and ready to do business by 8:00 am and remain open until 4:00 pm.
2. **BOOTH RENTAL:** All spaces are assigned at the office and are pre-paid. Any space remaining vacant may be re-rented after 9am. Monthly rent is due the last weekend of the preceding month. Weekly rent is due the weekend prior to the rental. There are no refunds. Any rent not paid in full by the due date, will be assessed a late fee of \$5.00 per booth, per week. 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.  
  
Daily Rentals can be made beginning at 12pm on the Sunday prior to the week space is desired and are available on a first come first serve basis. For those wishing to keep the same booth, payment must be made prior to 12pm on the Sunday prior. All payments need to be made by check or cash. Credit card payments are accepted over the phone. There are no refunds given.
3. **MOVE OUT POLICY:** All Permanent Vendors are expected to give 2 weeks written notice prior to vacating their spaces. If merchandise is left in the space after vacating, it will be stored at the vendor's expense. Renninger's assumes no liability for damage or loss during this time period. All items will be considered abandoned property if not claimed within 7 days.
4. A \$25.00 fee will be assessed on all returned checks. All transaction paid by credit card will incur a convenience fee. We accept MasterCard, Visa, American Express and Discover Credit Cards. Debit Cards will be processed as credit and will incur this convenience fee.
5. **RENTED SPACE:** All booths are rented for vending items per square foot and all merchandise is expected to be within your rented area. Do not place any items in the aisle way, it creates an unsafe obstacle. You are expected to keep all spaces neat, clean, organized, and free of dirt and debris.
6. **LICENSES:** The State of Florida requires all vendors to have a Florida Sales Tax Certificate issued by the Department of Revenue. All vendors are required to collect and remit sales tax to the Department of Revenue. 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.
7. **INSURANCE:** Vendors that leave merchandise overnight do so 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. All vendors that provide a service on property must possess required liability insurance. Failure to obtain necessary liability insurance can result in automatic termination.
8. **UTILITY CHARGES:** Anyone who uses electricity will be subject to a weekly/monthly upcharge per item. Fair assessment of usage will be made and calculated based on our utility guidelines. The Market reserves the right to continuously assess vendors who use utilities and charge appropriately. The following are examples of some items that are over and above normal usage: Microwaves, Hot plates, Coffee Pots, and Small Refrigerator \$20 per month per item; Standard Refrigerator or freezer \$40 per month per item. Heater, Air Conditioning Unit, Walkin Coolers, Cold Display Cases, etc. will be calculated per item per instance, call office prior to use. We will not be held liable for loss of any items due to power loss or failure.
9. **TARPS, DISPLAYS, BACKBOARDS, PARTITIONS AND BUILD-OUTS:** The Market reserves the right to limit or restrict any type of build-out. No construction of any type can occur without permission from the Market. Request forms are available at the office. 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.
10. **MERCHANDISE ITEMS:** Vendors cannot change or add additional merchandise without receiving permission from the office. The Market reserves the right to limit, ban or close merchandise lines. Merchandise "Banned" lists are posted at the office and are subject to change without notice.

11. **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 or banned" merchandise lines. (See office for details)
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 Trash dumpsters. All Garbage is to be market generated only and not from home. Vendors that have excessive amounts of Trash or construction Trash will be charge an additional fee. 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:** There is no smoking allowed in the undercover areas (Fla. Statue 386). Vendors may smoke outside of their booth as long as it is not under the roof. Please be courteous to those around you, vendors and customers alike.
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, etc.).
  - e. The following items/brands are not permitted to be sold, displayed or stored at this location unless you provide us with a valid licensing agreement from the company/brand. "COACH, Signature C Design, Coach Lozenge, Horse & Carriage Logo, LOUIS VUITTON, Prada, Gucci, Chanel, Burberry, LV, Toile Monogram, Damier, Epi Leather, Michael Kors, Tony Burch, ISIS Cross Design, S-Lock, Flowers, Louis Vuitton Paris & Louis Vuitton Mallertier A Paris"; and
  - f. **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:** All items **MUST** be approved in writing by the office. Any vendors selling or giving away food or drink items will be required to provide the office with current food permit certificates from the Department of Agriculture and/or The Division of Hotels, insurance liability certificate, as well as pay the necessary up charge for food vending. 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 approved & licensed stand that possess a license to sell alcohol and has the proper insurance. 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. **MARKETING:** Please take advantage of the social media links available on Renningers.net for all dealers including free webpage, Instagram, and Facebook, "Renningers Mt Dora Flea Market" and our newest Facebook Group, "Renningers Mount Dora Buy Sell Trade". Please help us grow our market, it is very helpful to post pictures on Pinterest, and take time to write on Trip Advisor, these sites encourage new customers to make the trip to Mt Dora and have a positive Renningers Experience.
19. **SUBLETTING:** There is absolutely no subletting of spaces allowed in the Market.
20. **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.

21. **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.