

TROPICANA FLEA MARKET

2951 NW 36 ST

MIAMI, FL 33142

WELCOME TO THE TROPICANA FLEA MARKET-MONTHLY AND WEEKLY RENTAL INFORMATION
EFFECTIVE JANUARY 4TH, 2010.

The following rules and regulations are for the benefit of all merchants and our customers. The Tropicana Flea Market is open Saturday and Sunday from 5am to 7pm. The rental office hours are Monday, Tuesday, Wednesday, Thursday, and Friday from 9am to 5pm. Saturday and Sundays from 10am to 4pm.

1. Monthly fee payments are due no later than the 1st of each month. Failure to pay timely will result immediate eviction procedures to begin. Payment hours are Saturdays and Sundays from 10am no later than 4pm. At the collection window located at the Main entrance of the Flea Market.
2. Weekly fee payments are due no later than each and every Sunday no later than 4pm at the collection window located at the Main entrance of the Flea Market. Failure to pay timely can result in immediate eviction.
3. No awnings can be erected without prior written permission from the Flea Market.
4. No refund or rain check.
5. Speed limits 5MPH in the Flea Market premises.
6. NO SELLING OR TRADE OF PORNOGRAPHY DVDS, VIDEOS ETC... AND NO SEX TOYS ALLOWED IN THE FLEA MARKET. IT CAN CAUSE YOU TO BE REMOVED PERMANENTLY FROM THE FLEA MARKET.
7. Every minor must be supervised by an adult. The Tropicana Flea Market is not responsible for the loss or injury of a minor in the premises of the Flea Market including the parking lot.
8. You must clean your space completely before the closing time. Do not leave any furniture, appliances, or garbage in, at or around your space at any time. All merchandise, trash and boxes must be removed by merchant to trash bins located at the east of the Flea Market. It can result on a \$20.00 fine.
9. You must open your business on or before 7am every Saturday and Sunday.
10. You must remain open for business until 6p.m every Saturdays and Sunday.
11. No merchandise, prepared food items or cold drinks of any kind may be sold prior written approval of the Tropicana Flea Market.
12. Merchant's vehicle must have a gate sticker to enter the Flea Market at all times.
13. Repair, stocking and improvements can be made every evening before 7pm.

14. No vehicle will be permitted to park overnight without approval of the administration. All vehicles will be towed away at owner's expense with no notice being given.
15. Merchant current receipt must be available at your booth at all time.
16. Merchandise, tables, equipment, and vehicles must be kept within merchant's space lines during daylight hours. After 7pm every evening nothing is to remain outside your doors. This includes wooden, steps, tables, chairs, racks and signs. Anything remaining outside your doors will be removed and destroyed. No additional notice will be given. No merchandise is allowed outside your space lines or on canopies or on awnings.
17. No public address system will be used by merchants.
18. **No alcoholic beverages of any kind are to be sold in the Tropicana flea Market. The result can cause you to be removed permanently from the Flea Market.**
19. **MERCHANTS WILL NOT SHARE OR SUBLET THEIR SPACE.**
20. **NO DOGS** except for seeing eye dogs allowed on the premises.
21. Merchants shall remain in their assigned spaces. No moving from space to space.
22. Dade county occupational license is required and must be displayed in a prominent place.
23. The Tropicana Flea Market is not responsible for the loss, theft or damages to merchant or merchant's car or merchant's employee cars, personal belongings, awnings, structures or merchandise at any time for any reason.
24. No guns, firearms, ammunitions, knives are allowed on the property. Possession of a gun license is not permitted or a conceal weapon permits does NOT allow anyone to carry or possess weapons on the property of the Tropicana Flea Market. No warning will be given. Possession will cause you to be removed permanently from the property.
25. All merchant must display a return item policy displaying exchange only, or no cash refund or all sales final.
26. Abusive behavior towards other merchants or Flea Market employees or customers can result in non-renewal of your space or spaces.
27. Vehicles entry to the shopping area, are allow until 9:30am the chains will be lock. And will be open at 4p.m. VEHICLE THAT ENTERS THE SHOPPING AREA MUST PROVIDE PROOF OF INSURANCE, CAR REGISTRATION AND DRIVER LICENSE. YOU MUST COMPLY WITH THIS RULE IF NOT YOU CANNOT ENTER THE SHOPPING AREA.
28. All merchants using Flea Market structure and or owning their own structure accept and acknowledge that all structure are in as is and where is condition, Flea Market is not responsible whatsoever for any loss or damage or theft to merchants employee's personal belongings or merchandise cause be an act of God or backup of the Flea Market sanitary sewer and /or storm water drainage system and is not limited to those specific causes.
29. **ELECTRICAL**—No electrical extension cords are permitted. Yours electrical service will be stop if you use cords to be use by other merchants.
30. We suggest that all merchants (where apply) place a padlock on all your doors. This lock should help to reduce the possibility of improper entry into your license unit.
31. You have a rental agreement to use the space indicated on your weekly or monthly paid receipt only for the month or week indicated. Flea Market management needs no reason to terminate your right to use the space indicated at any time.

32. The Tropicana Flea Market reserve the rights to enter your rental location at any time after you have failed to pay your weekly or monthly fees without any additional notice being given to you. At all time management has the right to remove any and all of your property and improvements at the discretion of the management to either discard, give away ,sell or store your property. Flea Market is not responsible for any damage to your merchandise or property during removal or storage of your property. If your property is stored then the fee is then \$50.00per day. You have given your approval to this right by paying your monthly payments or weekly fee prior your currents fees.
33. You agree on behalf of yourself(and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge The Tropicana Flea Market(and our affiliates ,employees, agents, representatives , and successors and assigns)from any and all claims or causes of actions(known or unknown)arising out of our negligence .This waiver and release of liability , includes, without limitation, injuries which may occur as a result of :a)you use of any facility or its improper maintenance ,b)your use of any equipment which may malfunction or break, c)our improper maintenance ,d)our negligence ,e)your slipping and falling while in the at the Flea Market or surrounding premises to include the parking lot, f)any and all claims that occur from use of any leased property of the Tropicana Flea Market.**IN ADDITION ,YOU DO HEREBY WAIVE ANY RIGHT THAT YOU MAY HAVE , BY OR ON BEHALF OF YOUR SELF , YOUR SPOUSE OR ANY CHILD(MINOR OR OTHERWISE),TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE TROPICANA FLEA MARKET FOR OUR NEGLIGENCE.**
34. Failure to observe any of the rules listed above can result in a \$100.00 penalty and or non-renewal of your space or spaces.
35. Rules and regulations and fees may change at any time without any notice being given.
36. The Flea Market or its agents have no responsibility whatsoever for your rental unit. All units are rented as is where is. If there is a problem with your space you must notify us in writing within 24hours of renting your unit. We will attempt to repair the items that need repair ASAP. If we are unable to repair your unit we will attempt to place you at a different location. To be clear the flea market's failure to repair anything that you have advise us regarding your rental unit we are not responsible for any type of damage to either your merchandise and your person or your employees. If you feel there is any type of damage it is your responsibility to not enter your rental unit and contact the rental office immediately in person.
37. The merchants agrees to indemnify the Tropicana Flea Market for any claims by asserted by third parties against The Tropicana Flea Market based in negligence , which arise from injury in the premise leased by the Merchant.
38. The Flea Market, Landlord, its employees or corporate officers shall not be liable for any loss or damages suffered by the tenant by failure to supply security services. The tenant must maintain security within the rental area and is no relieved of a duty to his performance of the terms, conditions of this lease.
39. You have agreed to Addendum regarding prohibition of counterfeits when you signed your Merchants Merchandise Form including the Addendum.
40. NO SOLICITING AT THIS PROPERTY, VIOLATORS WILL BE PROSECUTED.

41. Rules and regulations and fees may change at any time without any notice being given.
42. Your payment of your weekly and monthly rental fees acknowledge that you agree to all of the terms and rules and regulations listed above.

Signature

Printed Name