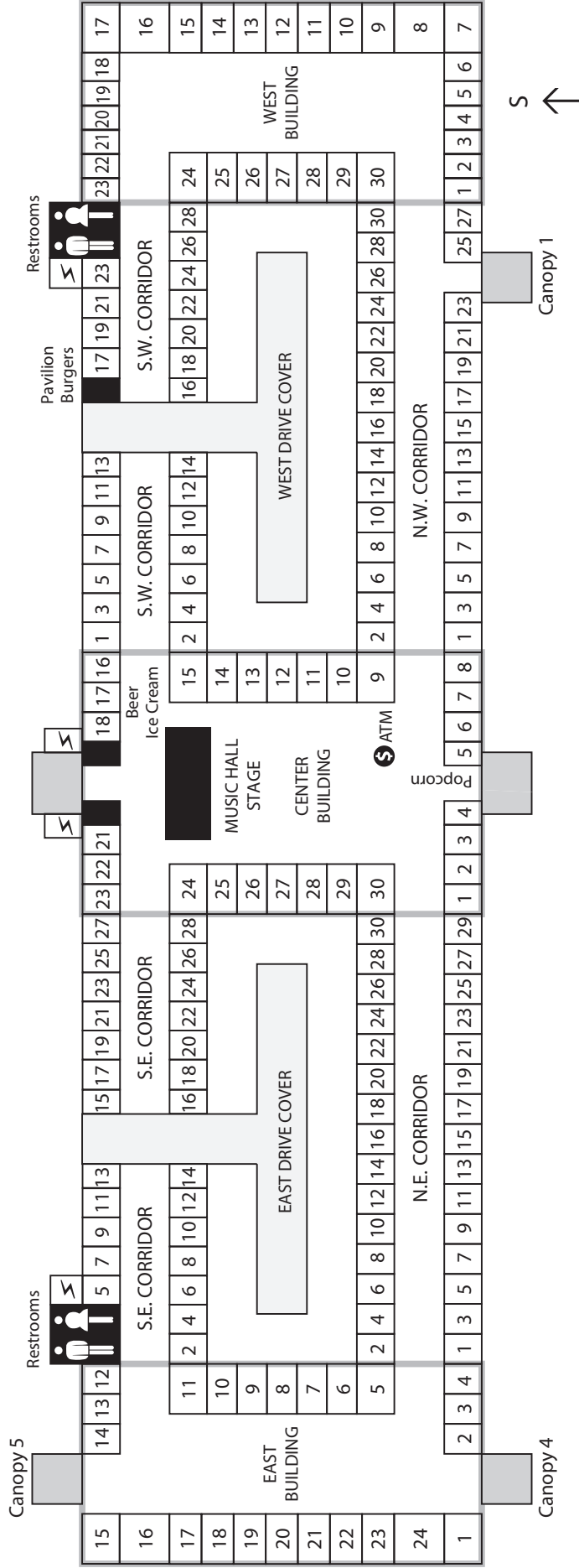


Grand Pavilion/Music Hall



Welcome to Fleamasters Fleamarket

Effective 9/30/16

SPACE RATES & INFORMATION

MARKET HOURS (Oct. 1 - April 30)

Friday, Saturday & Sunday 9 am - 5 pm*

All stores must be open during these hours. Gates open at 7 am for vendors to set up. Vendors are expected to vacate the market premises no later than 6:30 pm on market days. See summer rate sheet for summer hours.

OFFICE HOURS (Oct. 1 - April 30)

Wednesday & Thursday.....9:00 am – 4:00 pm
 Friday & Saturday.....7:30 am – 5:30 pm
 Sunday.....7:30 am – 6:00 pm
 Monday & Tuesday.....office closed

See summer rate sheet for summer office hours.

Regular spaces are 12 x 10-ft. and include two 8 x 2-ft. tables. Aisle tables are 8 x 3-ft. in a 12 x 3-ft. space. Space sizes in the Pavilion vary, see rates for details. All rents are payable in advance, monthly rents are due by the 25th of prior month. Rents are accepted by mail or in person at our Customer Service Office. Fleamasters accepts credit and debit cards.

Seasonal Rates, Oct. 1 – April 30

Main Market Area

	Regular	Perimeter <i>(Red, Orange, Rows A & D)</i>	Center Shoppes <i>(Blue Aisle, #45 – 64)</i>
By the MonthRegular Space	\$262.00	\$275.00	\$350.00
Aisle Table	225.00	235.00	246.00
By the WeekRegular Space	70.00	80.00	97.00
Aisle Table	65.00	78.00	78.00
By the DayRegular Space	23.50	30.00	33.00
Aisle Table	23.50	26.00	33.00

Main Market Garage Sale Rates used, household merchandise only \$10/Friday \$14/Saturday \$20/Sunday \$40/Weekend rate

Grand Pavilion/Music Hall

	20 x 20	20 x 15	12 x 20	12 x 15	10 x 15	8 x 15	Aisle Tables
By the Month	\$370.00	\$365.00	\$277.20	\$262.00	\$262.00	\$235.00	\$230.00
By the Week	95.00	95.00	72.45	70.00	69.30	66.00	63.00
By the Day	34.00	33.00	25.20	24.50	24.15	23.50	24.00

Pavilion Garage Sale Rates used, household merchandise only \$16/Friday \$22/Saturday \$22/Sunday \$57/Weekend rate

Occupational license assessment, per day: \$1.00; rates subject to 6% FL sales tax except Occupation License assessment.

Other Rental Items

Stores, ask about rates Storage Shed \$60/month Self-storage Locker \$69/month Addit. Tables \$2/day, \$5/weekend
 Secure Car, Boat and RV Storage is available, please ask for current rates.

See Summer rental rates on back...

*Shopping hours at Fleamasters are normally from 9:00 am to 5:00 pm on Friday, Saturday and Sunday. See summer rate sheet for details. Dealers are expected to man their stores during shopping hours. Dealer gates will close at 9:00 am and re-open at 5:00 pm. **Late charges up to double daily rent may be applied to dealers entering the market after opening hours or leaving early.** Failure to open on time or habitually closing early may result in early termination of rental or denial of other market privileges. No cash refunds or credits will be issued for prepaid rent which is not used. Dealers must comply with market ventilation regulations during shopping hours. **Absolutely no construction or signs are permitted without a construction permit that is issued by the market office. Fines and/or removal of**

new construction or termination of rental privileges may be a consequence of construction without a permit. No construction is permitted for dealers not full time in the market. The market is open Wednesdays and Thursdays from 9:00am to 4:00 pm for dealer set-up. City of Fort Myers and Lee County occupational licenses are prepaid for dealers by the market in the form of a blanket license. Fees are assessed to dealers annually for eligible dealers; itinerant dealers are charged as shown above. All regular dealers (only exceptions are garage sales) must show evidence of Florida sales tax registration. All dealers are subject to and must sign for complete market rules and regulations, and continued tenancy is at the discretion of the market manager.

Fleamasters appreciates your business... We'll certainly try to make business good for you!

4135 Dr. M.L. King Jr. Blvd., Ft. Myers, FL 33916 • phone 239-334-7001, fax 239-334-2087 • website fleamall.com

SUMMER MARKET HOURS

(May 1, 2015 - Sept. 30)

Friday 9 am - 3 pm

Saturday & Sunday 9 am - 5 pm

All stores must be open during these hours.

SUMMER OFFICE HOURS

(May 1 - Sept. 30)

Wednesday & Thursday9:00 am – 4:00 pm

Friday7:30 am – 3:30 pm

Saturday7:30 am – 5:30 pm

Sunday7:30 am – 6:00 pm

Monday & Tuesdayoffice closed

Summer Rates, May 1 – Sept. 30

Main Market Area

	Regular	Perimeter <i>(Red, Orange, Rows A & D)</i>	Center Shoppes <i>(Blue Aisle, #45 – 64)</i>
By the MonthRegular Space	\$237.00	\$250.00	\$322.00
Aisle Table	205.00	215.00	225.00
By the WeekRegular Space	60.00	70.00	88.00
Aisle Table	54.00	64.00	70.00
By the DayRegular Space	20.00	23.00	29.00
Aisle Table	20.00	23.00	29.00

Grand Pavilion/Music Hall

	20 x 20	20 x 15	12 x 20	12 x 15	10 x 15	8 x 15	Aisle Tables
By the Month	\$332.00	\$327.00	\$275.00	\$237.00	\$237.00	\$215.00	\$205.00
By the Week	85.00	82.00	66.00	63.00	63.00	59.00	57.00
By the Day	30.00	29.00	23.00	22.00	22.00	21.00	21.00

Occupational license assessment, per day: \$1.00; rates subject to 6% FL sales tax except Occupation License assessment.

SELLING AT FLEAMASTERS

Frequently Asked Questions

What types of licenses are needed to sell at Fleamasters?

Individuals or businesses must register with the Florida Dept. of Revenue (myflorida.com/dor/) for a sales tax number, and may have to register with other State or Federal agencies depending on the types of items you sell. Fleamasters carries a blanket occupational license (also called "Local Business Tax Receipt"). **If you sell at Fleamasters, you do not need to purchase local occupational licenses from either Lee County or the City of Ft. Myers.** (Pawnbrokers and certain other types of businesses require purchase of additional licenses.)

How many customers shop at Fleamasters? How much advertising does the market do?

Fleamasters has a full time marketing team to help build traffic at the market. **We host about 1.4 million shoppers annually** (as documented by our underground traffic counters). The highest customer counts are during tourist season, in January, February and March. Even during the slowest, off season time, as many as 15,000 people will shop here over a three day weekend. Fleamasters advertises year round in broadcast, web and print media and on tourist maps. Our brochures are distributed at hotels and attractions. We offer many good options for you to advertise your store in our publications, during our events, or on our big electronic signs.

If I just want to rent for a day, when can I come in to pay for a booth?

It depends on which day! If you want to sell on a Saturday or Sunday only, you may rent your space after 12 noon the day before, or simply come in the morning you wish to sell. If you plan to sell on Friday, or for the full three-day weekend, you may reserve and pay for your spot on the Wednesday or Thursday during the week of your sale.

What sizes are the booths and aisle tables?

In the main market, standard booths are 12 x 10-ft., and come with two 8 x 2-ft. tables. Aisle tables spaces are 12 x 3-ft., and come with one 8 x 3-ft. table. Space sizes vary in the Grand Pavilion/Music Hall, please see the rate sheet for exact sizes. Aisle tables in the Grand Pavilion are 8 x 4-ft. To comply with market rules, safety and fire regulations, you must keep your merchandise within the confines of your rented space.

Can I park at my space?

You may park one car behind most standard spaces. However, corner spaces do not have parking, and parking may be limited behind some built-out stores. Before you choose your spot, ask if parking is available. In many cases, parking may be arranged with a nearby vendor.

Is there wireless Internet? What is the cost?

You may subscribe to log-in to Fleamasters wireless internet service. Currently, subscriptions are available for \$12/

month, or \$85/year. Daily rates are also available; get details at the Customer Service Office.

How can I rent a larger store?

Please contact the Customer Service Office, and we will show you which stores are available. Stores require a 12-month lease agreement.

Can I hang a sign in the aisle? How big can it be?

You will need to complete a construction form to hang a sign in the aisle. The maximum size is 3 x 2-ft.

Where do I get a construction form?

Before making any changes to your space, you must complete a construction request form and receive written consent from the market to proceed. You may pick up a form at the Customer Service Office. See the rules and regulations page for more information.

What are Flea Dollars?

Flea Dollars are market currency that we may award to shoppers and vendors during contests, promotions and events. Fleamasters employees may also receive Flea Dollars during the holidays. This keeps money in the market and benefits your store. **We require that you accept Flea Dollars.** You may redeem them at the Customer Service Office dollar-for-dollar toward rent. Please add appropriate sales tax to flea dollar purchases.

What if I need to use electricity?

Dealers may use the electric circuits in the market for demonstration purposes only at no additional cost. Demonstration means the occasional, non-continuous plugging in of a device to show a customer that it works. If you require more electricity, you may submit an "Electric Use Declaration." Fleamasters will bill you in advance for the cost of this additional energy use. If you expect to use more than 5 amps of continuous service, you may rent one of Fleamasters' sub-metered spaces, or request to have your space re-wired and sub-metered.

What if I want to sell food at the market?

Food is sold exclusively by the independently-owned snack bars in the market. No other food or beverage may be sold for consumption on the premises without written authorization. **Bulk processed or packaged food (hard candy, nuts, spices, granola, jellies, sauces, etc.) is permitted in the market.** Packaged food sales are regulated by the Florida Department of Agriculture and Consumer Services or the Florida Department of Business and Professional Regulation. You may need to provide a copy of a food permit issued by one of these agencies before selling food in the market. Please ask us for more information.

Can I smoke in the market?

Pursuant to the Florida Clean Air Act, smoking is prohibited in the market, except at designated areas. You **may not** smoke in your booth or in the aisles. Smoking areas, near the dealer drives, are clearly marked.

We are here to help you build your business and accomplish your goals! If you have any additional questions, call us: 239- 334-7001 x200

Fleamasters Fleamarket

RULES AND REGULATIONS

Mandatory Market Hours. Dealers must be set up in their space before 9:00 a.m. and remain set up during the hours the market is open to the public. The market manager may re-rent any space that is not occupied by 10:00 a.m. Dealers that consistently show up late may, at the option of the market, have their rental privilege terminated or be fined or both.

Payment of Rents. All rent must be paid in advance and prior to admittance. Your paid rent ticket will serve as your "Vendor Pass" and must accompany the Vendor at all times. Anyone setting up in the market without a pass may be asked to leave the premises and will be charged in full the daily rate for the space. Rents due on a monthly basis must be paid by the 25th of the current month. Weekly rates must be paid by 5 p.m. on Saturday or the following week. Any space not paid for as due may be re-rented as needed.

Rental Sheds. Rental sheds are available for the temporary storage of needs of Dealers on a first come, first-served basis until the inventory of sheds is exhausted. These aluminum structures are not intended for heavy loading. Under no circumstances is a dealer to climb the roof or place any object of any type on the roof. No construction or modification of any kind is permitted without written permission from the market manager on an approved Construction Request Form. All rental sheds are to be returned to the Market in the same condition as when rented, so if there is any damage to a shed at the time that a dealer rents it, the damage needs to be brought to the attention of the market manager, or it will be presumed to have been caused by the current occupant.

Electric Service. Dealers are entitled to use the electric circuits in the market for demonstration purposes only at no additional cost. Demonstration means the occasional, non-continuous plugging in of a device to show a customer that it works. Dealers needing more electricity may do so only by submitting an "Electric Use Declaration" which states exactly what energy the dealer intends to use, and the thereby gaining written approval to do so. The dealer will be billed in advance for the cost of this additional energy use. Dealer needing more than 5 amps of continuous service are encouraged to their booths rewired and sub-metered. Any and all wiring must conform to the National Electrical Code. Indiscriminate use of extension cords is prohibited. The market reserved the right to inspect all booths to see that dealers have necessary permission, evidence of payment of electric being used and proper wiring. Dealers who are using electric without permission will be fined or asked to immediately pack up and leave the market or both.

Abandoned Property. On weekdays, property found on open spaces, non-rented spaces or around buildings, shall be deemed abandoned by Dealer. Fleamasters may remove such property and dispose of same without liability. Fleamasters may charge a Dealer reasonable cost of disposing for such property.

Assignment or Subletting. The license to sell in a rented space is granted to a Dealer for his sole, exclusive and personal use and Dealer must be on Fleamasters grounds on all days and times that the designated spaces are occupied, and no other person or entity whether or not affiliated with the Dealer may occupy the designated space(s) and/or assume Dealers responsibility to be present on Fleamasters' grounds. Dealer may not assign or transfer this right of occupancy or any part thereof without the prior written consent of Fleamasters.

Improvements. Fleamasters rents all market spaces on an "as is" basis. Dealers shall not make any alterations, additions, and/or improvements to the rented premises without first obtaining in each instance the written consent of Fleamasters. An appropriate

form is available from the Fleamasters Customer Service Office for this purpose. If such consent is given, such alteration shall be made in accordance with all applicable laws and in good workmanlike manner. If Fleamasters so directs in writing at any time during the tenancy of Dealer, Dealer shall remove such alterations, additions or improvements. All alterations, additions or improvements made shall become and remain property of Fleamasters.

Signs. No signs may be erected, posted or placed on any space except in compliance with Fleamasters' sign policy and with the permission of Fleamasters.

Insurance. Fleamasters is not an insurer for the benefit of Dealers; Dealers must seek their own insurance protection. Dealer agrees to comply with all requirements of any insurer, which are reasonably necessary for insurance carried by Fleamasters for its own benefit. Dealer shall neither commit or omit any act, which would result in a cancellation of any insurance policy carried by Fleamasters. Fleamasters shall not be responsible or liable to Dealer for any loss or damage that may result to Dealer or his property from water, fire, explosion, theft, willful or negligent act of Fleamasters, or its managers, employees, or agents, or from any other source or cause whatsoever.

Compliance with Laws. Dealer shall, at his sole cost and expense, promptly and continuously comply with all the laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the licensed premises, and shall conduct himself at all times in an acceptable manner. Fleamasters carries a blanket occupational license; Dealers need to not purchase local occupational licenses. However, Dealers must register with the Florida Dept. of Revenue for a sales tax number, and may have to register with other State or Federal agencies pertaining to items that the Dealer may sell.

Security. Fleamasters is not responsible for any Dealers property which is left or temporarily stored on Fleamasters premises. Although security measures are taken, Dealers leave their property at their own risk. Fleamasters is not responsible for any liability arising out of negligent acts of Dealer or Dealer employees or injuries sustained by Dealer, Dealer employee or retail customer occurring in the premises rented by Dealer. Dealer further agrees to indemnify Fleamasters and hold them harmless against any claim whatsoever arising out of Dealer doing business in the market. It is Fleamasters policy to prosecute persons who have committed illegal acts against the market, any customer of the market, or any Dealer. Fleamasters security and Customer Service personnel will cooperate to identify and have arrested any person that a Dealer suspects of committing a crime against him. However, Fleamasters cooperation will cease against any Dealer who will not prosecute the perpetrator of a crime. Dealer agrees to promptly notify the customer service office at (239) 334-7001 ext. 200 if dealer observes a medical emergency or a crime in progress, even if said dealer has called the 911 emergency service or taken other action in this regard.

Safe Speed. Dealers, his employees and guests shall drive in a slow manner, not exceeding 5 miles per hour, shall come to a full stop at all market stop signs, shall heed the signals of market traffic control employees, and shall always yield the right-of-way to pedestrians.

Food. No dealer or market guest may sell or distribute any food items or beverages which will likely to be consumed on Fleamasters premises. Edible produce, breads, dried fruits and nuts, or candies must be packaged in bulk for takeout.

Right to Inspect and Right of Entry. Fleamasters reserves the right to inspect all dealer merchandise. Fleamasters shall further have the right of entry of any dealer-rented space at all times for the purpose of inspecting the premises and any property contained

therein, or making repairs, additions or alterations to the hired premises.

Interference with Others, Including Sound. No one may use his hired space so as to interfere with or jeopardize the health or safety of others. Dealers must regulate the volume of radios, TV's, sound equipment or other devices so as not to interfere with adjoining spaces. No material which may be construed as offensive may be broadcast.

Safety Devices. Dealer agrees to maintain appropriate fire extinguishers or other devices as may be deemed necessary by Fleamasters. All Dealers renting closed store buildings must maintain in good working order at least one fire extinguisher in each building or covered space rented by them.

Surrender of Premises. Upon termination of the rental period, Dealer shall return the premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all alterations, additions and improvements that may have been made in, to, or on the premises, except moveable furniture, or unattached moveable trade fixtures put in at Dealers expense. Before surrender of the rented space, Dealer shall remove all of his property from the premises, and all property not removed shall be deemed abandoned by Dealer.

Cooking, Electric Coffeepots. No one may cook or operate electric heaters, air conditioners, coffeepots or other devices in his space, heaters and air conditioners are permissible only in metered spaces.

Spaces. Fleamasters designates spaces. All Dealers must operate within the space boundary lines. Soliciting or distributing handbills cannot be done at large; it must be done within the boundaries of a Dealers space: Anyone not in compliance with this provision may be charged a penalty for each violation or have his dealer privileges revoked.

Pets. No pets are allowed in selling area unless approved in writing by the market manager.

Games. No games of chance, skill, or raffles are allowed.

Parking. Dealer agrees to park only in the designated area behind his booth. Dealer with booths which have no designated parking space shall park in a common parking designated for such dealers. No parking or stopping allowed in aisle ways or walking area on days the market is open to the public.

Items Prohibited from Sale. The following items are prohibited from being sold or brought to the market:

- Any animals which could be dangerous such as vicious dogs, poisonous snakes, etc.
- Dangerous or poisonous chemicals, any other substance which could be hazardous to the public.
- Ammunition, fireworks, popping caps, dynamite or any other explosive material.
- Offensive books or pornographic material.
- Drugs or drug paraphernalia.
- Illegal, counterfeit or stolen items.

Management may prohibit the sale of any item(s) they deem to be suspect in this regard.

Business Conduct. Dealers are expected to conduct business between themselves and with the public in a professional manner. Dealer agrees to make a satisfactory exchanger or refund to customer, unless an acceptable return policy is posted on their booth. Dealers agree not to move any Fleamasters facilities such as tables, garbage bins or benches; said items must be moved with permission and moved by Fleamasters personnel. Dealer disputes with other dealers must be mediated with Fleamasters Customer Service Department. All reports made by Fleamasters personnel to document incidents shall remain the sole property of Fleamasters.

Thank you for selling at Fleamasters!