

EAST RIDGE FLEA MARKET (423) 894-3960

Lease Agreement & Rules and Regulations

THIS LEASE (the "Lease"), made and entered into this day by and between East Ridge Flea Market, LLC (the "Landlord"), and the undersigned as tenant (the "Tenant"); That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the flea market (the "Market") space(s) (the "Space") located at 6725 Ringgold Rd., Chattanooga, TN 37412 for the term (the "Term") and rent (the "Rent") as shown on the flea market space layout (the "Layout") and Tenant's most current Rent statement (the "Statement"). The Layout and Statement are part of this Lease. The Term shall not exceed thirty-five (35) days. The Landlord reserves the right to change the Rent rates for any Space.

HOURS: Tenant must open all Space(s) promptly during all the advertised Market hours on Saturday, Sunday and any other special sale days. Friday is the Tenant setup day. A late fee of \$10.00 per Space, per day will be charged for unexcused non-compliance of the Market hours of operation. Variations from the advertised business hours will be permitted with a reasonable excuse, such as: vacation, religious observance or illness. Any deviation from the advertised hours must be stated on a sign placed on the Tenant's Space(s) with their revised hours of operation and the reason for not being open for business. For the security of other tenant's merchandise, Tenant is not to be allowed into the Market on any days other than the ones stated. Tenants must sign in and out during Tenant's setup day and will be required to stay within the Tenant's rented Space(s). Tenant must vacate the Market within 30 minutes of the advertised Market closing time or Tenant will be charged a \$25.00 late fee for each 15 minutes period thereafter.

SPACE RENTAL: All spaces must be paid for prior to setting up. **NO REFUNDS.** Rent must be paid in full at the Market office or received at our post office box by the Friday before the weekend you operate at the Market. Tenants vacating the Market are required to remove their merchandise no later than 6:30 pm on the last paid rent day. For security reasons, the Landlord requests that Rent be mailed to our post office box. A \$5.00 convenience fee will be added to Rent payments paid at the Market for Tenants paying on a monthly basis. No fee will be charged to Tenants paying on a daily basis. Space rental is to be done by the Market only. No sub-letting permitted. Landlord reserves the right to refuse space to any prospective tenant. Each indoor space is provided with 100 watts of electricity. Any additional electrical needs are at the Tenant's expense. No extension cords, surge protectors or electrical cords over 6 feet long are permitted.

RENT PAYMENT POLICY: Rent is due on the last Sunday of the month or the last paid Sunday and is past due on the following Saturday and will incur a \$35.00 late fee per weekend. The late fee will be charged, if Rent is not received at our post office box or paid at the Market by the Friday after the Sunday's rent due date. Please mail your checks or money order payments (DO NOT MAIL CASH) payable to: EAST RIDGE FLEA MARKET, LLC, P. O. Box 728, Chattanooga, TN 37401-9998. To insure that you get proper credit for your Rent payment, PLEASE write your Space number(s) on the front of your check and include the payment stub from your Rent Statement.

LICENSE AND TAXES: The Market is required by the State of Tennessee, City of East Ridge and Hamilton County to collect or enforce compliance for the following business and sales taxes. (1) Tenant is required to display either a State of Tennessee sales tax number or a temporary sales tax permit. Temporary sales tax permits can be purchased through the Market for one month at \$5.00, quarterly at \$15.00 or annually at \$45.00. (2) City of East Ridge business license \$1.00 per day. (3) Hamilton County business license \$1.00 per day. Business licenses are in addition to the Rent and may be purchased at the Market or directly from the city and county on an annual basis. Annual business licenses must be specifically for our location only and must show our address as the business address for your license.

MERCHANDISE: No food or drinks are to be sold without prior written consent from the Market. The sale or use of alcoholic beverages or fireworks is prohibited. The Market reserves the right to restrict the sale, display, or distribution of any objectionable printed material, photographs, films, books, etc. No handbills can be given out on the premises without prior written consent of the Market. Animals are not to be brought in or sold in the Market. No used items (junk) will be permitted in the indoor Market without prior written consent from the Market. Antiques, collectibles, and memorabilia are permitted. The Market does not condone the sale of counterfeit merchandise and is not responsible for any merchandise sold. No counterfeit or look-alike merchandise or any other merchandise prohibited by federal, state and/or local laws shall be sold or solicited at the Market. Any additions to merchandise sold by Tenant, beyond those products listed on this Lease, must receive prior written approval from Landlord. Landlord may restrict the sale of certain merchandise by Tenant.

INSURANCE: The Landlord assumes no responsibility for any physical loss or damage at any time to the physical property of Tenant. The Landlord is under no obligation to provide mischief or general liability insurance for the personal property of Tenant or any claims for personal injury, death, or property damage in or about the spaces rented by Tenant.

INDEMNIFICATION: Tenant will indemnify and hold the Landlord harmless from any loss, cost, or expense of any sort or nature, including reasonable attorney fees and costs, and will indemnify and hold the Landlord harmless for any liability to any person on account of any damage to persons or property resulting or occurring by reason of the use and occupancy by Tenant, or for any failure of Tenant to comply in any respect with or to perform any of the requirements and provisions of this Lease.

REMODELING: No remodeling is to be done without prior written approval from the Landlord. All partitions, walls, counters, lighting or building improvements, etc., that are attached to the building shall be considered as lease hold improvements and become the property of the Landlord when the Space is vacated. No holes will be permitted in the concrete. Walls can not exceed 8 feet in height.

TENANT SPACE: Tenant's merchandise is to be sold or displayed within the space rented, not in the aisles. A fee of \$10.00 per day, per Space will be charged to Tenant displaying merchandise in the aisles. Cardboard boxes and other Tenant's trash must be removed from the Market by Tenant, as the Landlord does not provide for the disposal of these items. Failure to remove cardboard boxes and trash from the Market will result in a \$15.00 service fee per occurrence. Trash barrels located in and around the Market are for disposal of customer's small trash such as; food items, cups, Kleenex, etc. The Market may cancel Tenant's use of any space by refunding any prepaid Rent.

SMOKING POLICY: Smoking is not permitted inside the Market.

TENANT'S PROPERTY: Any inventory, fixtures, or building material left anywhere in the Market, except within Tenant's rented space shall become the property of the Landlord and will be sold, removed, or destroyed. All proceeds from a sale of any of the above shall benefit the Landlord. Any of the above not sold, removed, or destroyed will be subject to a storage fee of \$35.00 per week. The above also applies to Tenant that has vacated their space or is delinquent in paying Rent. If Tenant is two weeks late in paying Rent, Tenant permits Landlord to box up Tenant's inventory, place inventory into storage and charge Tenant a storage fee until Tenant's Rent is paid.

LIEN FOR UNPAID RENT: Tenant agrees that the Landlord shall have a lien on any of Tenant's inventory and fixtures in the Tenant's Space or elsewhere in the Market for any unpaid Rent or other obligation of the Tenant to the Landlord. In order to satisfy said lien, after 30 days, Tenant authorizes the Landlord to sell Tenant's merchandise left in Tenant's space or in storage at public or private sale without any further notice to the Tenant and to apply the proceeds from the sale of said merchandise to the expenses of sale, storage fee, the Tenant's obligation for Rent and excess, if any, to the Tenant.

SURRENDER OF POSSESSION: Upon the termination of this lease or any extension thereof, Tenant shall surrender the demised premises in the same condition after any remodeling or repairs as at the beginning of the Term, ordinary wear, tear, or damage by fire or other casualty excepted.

WAIVER OF SUBROGATION: Landlord and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm, or corporation claiming by, through, or under Landlord or Tenant, their successors, or assigns, against the other, or their directors, officers, agents, employees, successors, or assigns, for any loss or damage to the premises and any improvements or other property located therein or to the building and any improvements or other property located therein caused by or resulting from fire, or other casualty of whatsoever origin. All policies of insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement, carried and maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insured there under waives all rights of subrogation against either Landlord or Tenant.

RIGHT OF RELOCATION: Landlord shall have the right to relocate Tenant and to substitute for the Market Space described herein other space in the Market.

NOTICES: All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail, addressed as follows: As to Landlord: East Ridge Flea Market, LLC, P. O. Box 9281, Chattanooga, TN 37412. As to Tenant: The address listed by the unsigned.

GOVERNING LAW: This Lease shall be governed by, and construed in accordance with, the laws of the state of Tennessee which are applicable to contracts executed wholly within that state.

PROVISIONS SEVERABLE: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SALES TAX REGISTRATION: Tenant certifies that the below information is true and correct, and that Tenant will collect and remit the appropriate sales tax to the Tennessee Department of Revenue. Tenant further certifies that their handling of the flea market dealer's sales tax registration will be in compliance with the provisions of Public Chapter No. 572, Acts of 1988.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between Landlord and Tenant and all understandings between Landlord and Tenant are merged in this Lease. This Lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.

OTHER STIPULATIONS: _____

IN WITNESS WHEREOF the Landlord and Tenant have caused this Lease to be duly executed and sealed, as of _____, 20____.

LANDLORD: East Ridge Flea Market, LLC

Name (Print) _____
Business Name _____
Home Address _____
City, State, Zip _____
Email Address _____

TENANT

Business Phone _____
Home Phone _____
Sales Tax # _____
Social Security # _____
Drivers License No. & State _____

For Office Use
Rental Type - Monthly or Daily _____
Needs TN Permit - Yes or No _____
Needs Business License - Yes or No _____
Spaces _____
Rates _____
Credits _____
Total Initial Charges _____

How did you hear about us (circle one): Internet, Newspaper, Television, Radio, Other or Existing Vendor (Name) _____

PLEASE LIST MERCHANDISE TO BE SOLD (Be specific):

