

FLEA MARKET RULES AND REGULATIONS

1. **HOURS OF OPERATIONS**— Vendor must be set up for business by 8:00 am. and remain open until 3:00 pm.. B&A reserves the right to re-rent a space by 8:00 am.unless notification of late arrival is received. Barricades may be kept in place past 3:00 pm. if foot traffic warrants. No vehicles allowed in the market until management opens barricades. Vendors must not open barricades or gates. There is no driving within the market during hours of operation.
2. **CONDUCT** -Vendor must be courteous & professional. Proper attire is required. Behavior in questionable taste involving a customer, vendor or employee can result in eviction from the market. Profanity will not be tolerated.
3. **CLEANUP** -Vendors are required to clean up their spaces at the close of business each day. You are responsible to dispose of all your papers, boxes and other garbage. **DO NOT FILL UP OUR TRASH BARRELS.** Boxes must be broken down and placed next to the barrels after 3:00 pm. Smokers must provide a container for their cigarette butts. Please do not throw cigarette butts on the grass, asphalt or walkways **** there is a charge of \$50 per hour for removal of excessive trash. ****
4. **RETURNED CHECKS**—There is a **\$50.00 service charge on returned checks.** All subsequent business will be on a cash only basis.
5. **NO REFUNDS**—There are no refunds or changes for any reason. No allowance will be made for inclement weather. Sub-letting of spaces is not allowed.
6. **BE KIND TO YOUR NEIGHBOR** - All merchandise and advertising signs must be kept in your display area. Do not extend beyond your rental area. Do not hang anything between spaces that will be offensive to your neighbor or block the view of their merchandise. Do not hang anything from B&A tarps. Tarps may not block the view of your neighbors or the rows you are in. All signs and tarps must be approved by management before hanging. Emergency aisles must be kept open at all times.
7. **NO FOOD OR BEVERAGE** can be sold without prior approval of the management. No cooking on premises, no consumption of beer or alcohol, no games of skill or chance, no pets at flea market B & A accepts vendors selling novelty food items approved by the Florida Department of Agriculture - Cottage Law. Items must first be approved by the B & A Office and labeled According to the Florida Cottage Law. A copy of all labels must be on file in the B & A Office. These items will only be exhibited and sold in an area designated by B & A Office. All approved food items must be sold, displayed and stored consistent with Sanitary practices. **ABSOLUTELY NO BEVERAGES OF ANY KIND CAN BE SOLD.**
8. **PROHIBITED ITEMS** - *The following items are prohibited from being sold or brought into the market: offensive books, literature, products or any pornographic material (pictures films, cards, etc.) Animals which could be dangerous such as vicious dogs, poisonous snakes, etc. Dangerous chemicals, any substance that could be hazardous to the public - drugs or drug paraphernalia. - illegal or stolen items - firearms, ammunition, explosive materials --- counterfeit merchandise. *** Counterfeit Merchandise is strictly prohibited. B&A has a "3 strikes policy" on counterfeit merchandise. If you receive written notification from any authorized investigator or agent, you will also receive a written notice from B & A. 1st notice – 1 week suspension; 2nd notice – 30 day suspension; 3rd notice – permanent eviction.*
9. **PERSONAL PROPERTY** - *Vendors must remove any and all property that does not belong to B & A at the close of business day. **NO MERCHANDISE IS TO BE LEFT OVERNIGHT, UNSOLD AND/OR UNWANTED MERCHANDISE MUST BE REMOVED BY THE VENDOR. B&A will not be responsible for any damage to contents of sheds at this or any time.***
10. **ELECTRIC**—*If electric is available at the space, vendors will comply with the following electrical requirements:*
 - All extension cords must be exterior grade and must be grounded.***
 - All vendors must have weatherproof breaker strips.*
 - All light fixtures must be approved/listed for exterior use & installed with a waterproof stress connector*
 - No repaired, patched, or spliced cords or fixtures.*
 - No extension cords or wires placed on the ground.*
 - No quartz lamps because of the possible injury from burns.*
 - All fixtures should be at a height whereas an adult or a child cannot touch the fixture.*
 - Each flea market space is allowed no more than two bulbs per space, maximum 100 watts.***
 - No spot or flood lamps unless they are high intensity.***
 - You must notify the B&A office of your amperage requirement.*
 - Vendors will be charged \$5.00 per day per 20 amps for any electrical outlets that are not included with your space.*
 - All electrical and fixtures must be approved by management prior to installation.***

11. **CANOPIES, TARPS, SIGNAGE** - must be kept in neat, clean, good condition and - replaced by the vendor when they become frayed or torn.

12. **PARKING** - *If parking is not available at the space, all vendors are required to park in the YELLOW PARKING LOT.*

13. **NOISE** - No amplifiers, bullhorns, or loud speakers. No loud music or noise that **could interfere with other vendors. No generators.**

14. **ALTERATIONS TO SPACE** - *Approval in writing must be received from B & A Management before any construction or attachments are made to B & A property. Upon vacating your space, any approved portable item you have installed must be removed within seven (7) days, or it becomes the property of B & A. Any items that have been attached to B & A property will become the property of B & A. B&A will inspect before items are removed and after removal. Any damages will be charged to vendor.*

15. **INSURANCE AND LICENSES**—*Vendor must furnish a copy of license and/or insurance to comply with any laws regarding merchandise.*

16. **PAST DUE RENT** - If there is any rent due at the 10th of the month, B & A reserves the right to remove any personal property from the space for the purpose of re-rental, & to dispose of said property as desired.

17. **HOLD HARMLESS**—Vendor and vendor employees agrees to hold harmless B & A from any liability which may occur while on B & A property.

18. **YOUR RETURN POLICY**— a sign that can easily be read must be posted in a prominent place at each store or space.

19. **FAILURE TO COMPLY** with these rules and regulations, as well as any other market or park rules will result in immediate termination of any agreement and all rights to said space will be forfeited by vendor/lessee.

20. **VERBAL OR PHYSICAL ABUSE** of a B&A employee, customer or vendor will not be tolerated and may result in eviction.

HURRICANE OR TROPICAL STORM- If we are in the path of a hurricane or Tropical storm, it is the vendor's responsibility to remove all tarps, tables, etc Any items remaining will be discard by N&A.

22. LAWS, REGULATIONS AND LIABILITY

Vendors are responsible for the collection and remittance of their own sales tax Vendors must abide by all Federal, State and County laws, regulations and ordinances, and are responsible for all necessary permits and licenses required. A copy of the necessary permits and licenses must be submitted to B & A Management. Vendors are required to obtain individual liability insurance for products sold and any claims that occur at the B & A Market. The vendor agrees to waive any and all liability of the **B & A Industries, Inc., Stuart, Florida, for claims, actions or damages.**