



# Flea Market Rules and Regulations

**We would like everyone to have a pleasant and successful experience with us. In order for this to happen, we have a few simple rules**

1. **TRADEMARKED/COUNTERFEIT/STOLEN MERCHANDISE:** The sale, display, or distribution of merchandise that infringes upon copyrighted designs or materials or bears counterfeit trademarks is strictly prohibited. Examples of counterfeit merchandise are but not limited to DVD'S, Nike tennis shoes, Louis Vuitton, Coach Pocketbooks, Polo, Gucci and Ed Hardy etc.
2. **FOOD AND BEVERAGES:** Any food or drink items must be approved before you sell them, if the food items are to be consumed on the premises. Any homemade food items that are approved by the Flea Market must be made in a health department approved kitchen. Any food preparation, sampling and/or giveaway is strictly prohibited.
3. **ALCOHOLIC BEVERAGES:** Positively no alcoholic beverages are to be brought onto Flamingo Island Market property by Patrons or Sellers to be consumed, sold, or given away.
4. **CIGARETTE AND TOBACCO SALES:** Due to laws restricting the sale of cigarettes to minors, the sale of cigarettes or any tobacco products will not be allowed without permissions from management.
5. **DRUG PARAPHENALIA:** Seller shall not sell or display drug or marijuana related paraphernalia without written permission from management.
6. **PORNOGRAPHY:** Due to the increasing number of children and our obligation to them and their parents, the Management reserves the right to restrict the sale, display, or distribution of any printed material, photographs, books, magazines, pictures, or other representation in order to maintain a proper moral and wholesome environment.
7. **GAMES & AMUSEMENTS:** No games of chance or skill, raffles, lotteries, auctions or amusement rides may be conducted or operated by seller without prior written consent.
8. **ANIMALS:** Animals (i.e. dogs, cats, poultry, etc.) are not allowed to be sold on Flea Market grounds. No vicious animals; poisonous snakes are allowed to be sold or given away on Flea Market grounds. Please obtain the Pet Sale Policy at the Office. **ALL PETS MUST BE ON A LEASH AND KEPT AT YOUR RENTED SPACE.** Sellers are totally responsible for the acts of such pets.
9. **GUNS:** No guns or explosives are to be brought in, sold, or traded on Flea Market grounds. No person except peace officers in the performance of their duties will wear or possess firearms on flea market grounds.
10. **PROHIBITION OF OTHER ITEMS:** Management reserves the right at any time to prohibit any additional items from being sold or traded and to refuse admission to any person.
11. **WALKING SALES:** Positively no walking sales. Anyone selling, trading, or otherwise conducting business on the premises must have a sellers permit and remain in their selling space.
12. **HAND BILLS & FLYERS:** No one shall bring upon or distribute on the grounds any political, religious, or soliciting matter or hand bills without prior written consent.
13. **ELECTRICAL:** No electric heaters, coffee pots, or any electric appliances whatsoever. No electrical cords are allowed to extend across or above walkways.
14. **SOUND:** If you play music in your booth, it must be kept at a low level and not bother your neighbors. Management reserves the right to keep sound emitting from any type of stereos, radios, televisions, and/or any other sound to an acceptable level. Sellers shall conduct themselves at all items in an acceptable manner.
15. **SMOKING:** There is to be no smoking in or around closed buildings and restrooms.
16. **SPACES AND BOUNDRIES:** The Management Company designates the Spaces. Seller must keep all merchandise and operate within the space. Any additions or alterations to space or buildings require written permission of management. Walkways and driveways are fire and ambulance lanes. Courtesy for your neighbor is to be used in the display of your merchandise and signs. View of your neighbor's merchandise should not be blocked as you are looking down the aisle. Any signs are to be hung in such a manner that they will not be a safety hazard, and prior approval from the office is required.
17. **CLEAN UP:** At the end of each day, trash must be bagged, tied, and placed outside the rear of the booth for collection. **All cardboard boxes must be broken down FLAT.** All food Sellers must clean up food waste and trash daily, including the areas in front of their spaces. Fines will be assessed for dumping food boxes, fruits and vegetables or uncooked food into trash cans on market property. Grease must be properly disposed of, and only a designated area may be used to clean restaurant equipment. A \$50 fine may be assessed for violations of these rules. No dumping of waste water, mop water, or other debris or liquids are allowed in the parking areas, landscaping, or under the buildings.
18. **ABANDONED PROPERTY:** On non-market days property found around spaces shall be deemed abandoned by Seller. The Management Company may remove such property and dispose of the same without liability. The Management Company may charge Seller the reasonable costs of disposing of or storing such property. If your booth must be packed up for non-payment of rent or any other reason there will be a booth pack up fee of \$25.00 an hour per man. There will also be a storage fee of \$150.00 per month per booth for anything left on Flamingo Island Flea Market property. After 30 days, anything left will be disposed of at our discretion.
19. **PHYSICAL CHANGES TO PROPERTY:** Sellers can make physical changes to their booth with prior management approval. Any improvements to the booth **MUST** stay in the booth upon leaving.
20. **ASSIGNMENT & SUBLETTING:** Sellers may not for any reason sublease their booths or building. All rental must be handled through the Flea Market office. Not more than one Seller may occupy the space rented by the Seller. However, two Sellers or more may rent two spaces or more in their individual names and share responsibility of overseeing same. When in doubt, check with management.
21. **SALES TAX:** All sellers must register with the Florida Department of Revenue for a sales tax number, pay sales tax on all sales, and prominently display a Certificate of Registration in their booth or space. (You can do this online) A Lee County Occupational License (available in the market office) is required before moving in.
22. **COMPLIANCE WITH LAWS:** Seller shall at his or her sole cost and expense, promptly comply with all laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the Spaces, and shall conduct himself or herself at all times in an acceptable manner.
23. **RIGHT OF ENTRY:** The Management Company shall have the right to enter the Spaces: (a) at all times for the purpose of inspecting the Spaces and all property contained therein; (b) at all reasonable times for making repairs, additions or alterations to the Spaces; and (c) at any time that Seller has abandoned the Spaces.
24. **LIABILITY & INDEMNIFICATION:** The Management Company shall not be responsible for or liable to Seller for any loss or damage that may result to Seller or his or her property from water, fire, explosion, theft, or from any source or any cause whatsoever. Seller agrees to, and shall save harmless and indemnify the Management Company, its successors and its assigns, against any and all damages resulting from any act, omission or condition created by or arising from the conduct of Seller, Seller's guests, members of Seller's family, or Seller's employees, agents, or contractors, or as a consequence of any product sold or representation made by Seller or its agents at the Marketplace Site, whether based upon negligence, product liability, or any other legal theory, or for any and all debts, liabilities, choses in action or claims of any nature against the Management Company, absolute or contingent, together with all expenses and legal fees which may be incurred to compromise or defend such debts, liabilities, choses in action, or claims.
25. **INSURANCE:** Seller acknowledges that the Management Company is not an insurer for the benefit of Seller, and in order for there to be coverage on the contents of the Spaces, Seller recognizes that he or she must seek independent insurance protection. Sellers should obtain adequate property, liability and workmen's compensation insurance. Flamingo Island Flea Market accepts no responsibility for loss to Seller for any reason. In the event Flamingo Island Flea Market is sued for any negligent acts of Seller, Flamingo Island Flea Market's Insurance Company will subrogate against Seller for the full amount of loss paid.
26. **RIGHT TO TERMINATE:** The purchase of a seller's permit or reservation constitutes an agreement by the seller to comply with all rules and regulations. Sellers must be at least 18 years old to reserve selling space. Flamingo Island Flea Market reserves the right to revoke the seller's permit or reservation and evict rule violators.
27. **BICYCLES:** No bicycles, motorbikes, skateboards, roller skates, roller blades, scooters, or hover boards may be ridden on the property.
28. **MINORS:** Sellers are responsible for their children and must be kept under control and at your space unless accompanied by an adult.
29. **SPEED LIMIT:** Maximum speed limit on flea market grounds is 5 M.P.H. per Florida law, pedestrians have the right of way in a parking lot. Please be mindful of the children who are also present.

**THESE RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. VIOLATORS OF THESE RULES MAY BE BANNED FROM THE FLEA MARKET.**

**THANK YOU FOR YOUR CONSIDERATION AND COOPERATION**

**NO REFUNDS**