

WESTBANK FLEA MARKET

Lease Agreement for Permanent Vendors

THIS LEASE (the "Lease") is made and entered into this day by and between Westbank Flea Market, LLC (the "Landlord"), and the undersigned vendor 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 specific flea market (the "Market") space(s) (the "Space") within the facility located at 1048 Scotsdale Dr. Harvey, LA 70058, 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 minimum Term of the Lease is three (3) month and shall not exceed twelve (12) months. The Landlord reserves the right to change the Rent rates for any Space.

PERMANENT SPACE RENTAL: Permanent space rentals are by lease agreement only. Permanent space rentals are to be performed by the Market Management only. No sub-letting is 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. Tenants vacating the Market are required to remove their merchandise no later than 6:30 pm on the last paid rent day.

HOURS: Vendors/Tenants must open all Space(s) promptly during all the advertised Market hours on Saturday and Sunday and any other special sale days. Friday is the Vendors/Tenants setup day. 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 1 hour of the advertised Market closing time or Tenant will be charged a \$25.00 late fee.

RENT PAYMENT POLICY: Monthly Rent for all permanent spaces is due on the 1st day of every month and must be paid by the 5th day of each month or a \$35.00 late fee will be incurred. The late fee will be charged if Rent is not received online through our website or at our offsite address or paid at the Market. Please mail your checks or money order payments (DO NOT MAIL CASH) payable to: WESTBANK FLEA MARKET, LLC, to 970 Manhattan Blvd., Harvey LA 70058. To insure that you get proper credit for your Rent payment, PLEASE write your Space number(s) on the front of your check. A \$5.00 convenience fee will be added to Rent payments paid at the Market for permanent vendors.

MERCHANDISE: 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. 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 Vendors/Tenants, beyond those products listed on this Lease, must receive prior written approval from Landlord. **Appendix "A" of this Lease provides a full list of the rules and regulations applicable to all Vendors/Tenants.**

INSURANCE: Vendors are encouraged to obtain the liability insurance. The Landlord assumes no responsibility for any physical loss or damage at any time to the physical property of Vendors/Tenants. 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: Vendors/Tenants 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. In the event the Market is sued for any negligent act of a Vendor, the Market's insurance company will subrogate against said Vendor for full amount of any loss paid.

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.

TENANT'S SPACE: Vendor's/Tenant's merchandise is to be displayed and sold within the space rented. Not in the aisles. The Landlord will provide 2 dumpsters for the disposal of Tenant's other trash must and flattened cardboard boxes. All large disposable items must be removed from the Market by Tenant. Failure to remove cardboard boxes and trash from your space and/or large disposable items from the Market will result in a \$50.00 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.

TENANT'S PROPERTY: Any inventory, fixtures, or building material left anywhere in the Market, except within Vendor's/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.

SMOKING POLICY: Smoking is not permitted inside the Market.

WESTBANK FLEA MARKET

LICENSE AND TAXES: Permanent Vendors/Tenants are responsible for obtaining any required business license(s), and for the collection and payment of applicable sales taxes owed to State of Louisiana, City of Harvey and/or Jefferson Parish.

LIEN FOR UNPAID RENT: Vendors/Tenants agree 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, Vendors/Tenants 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 Vendors/Tenants, 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 Vendors/Tenants 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: WESTBANK FLEA MARKET, LLC, to 970 Manhattan Blvd., Harvey LA 70058. 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 Louisiana 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 Louisiana 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 State and Local law.

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: WESTBANK FLEA MARKET, LLC

TENANT

For Office Use	
Rental Length (No. of Months)	_____
Needs Business License - Yes or No	_____
Space(s)	_____
Rate(s)	_____
Credits	_____
Total Initial Charges	_____

Name (Print) _____
Home Phone _____ Business Phone _____
Business Name _____
Home Address _____
Email Address _____
Drivers License No. & State _____

PLEASE LIST ALL MERCHANDISE TO BE SOLD (Be specific):

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

(Name) _____