

Flea Market Space Rental Agreement

This Space Rental Agreement is made _____ (date), between **TRASH BANDIT LLC** (Name of Lessor), a limited liability corporation organized and existing under the laws of the state of **Oklahoma**, with its principal office located at **15236 W. Cedar Bend Lane, Wapanucka, Atoka County, OK 73461** referred to herein as Lessor, and the following Lessee

_____, (Name of Lessee) , of

(street address, city, county, state, zip code),

referred to herein as Lessee. For and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lessee hereby rents from Lessor and Lessor hereby rents to Lessee that certain space located at (space number) _____ which as part Lessor's Flea Market held at **102 East Main St., Wapanucka, Johnston County, OK 73461**.

Lessee hereby agrees to pay space rental as checked below:

_____ \$10 **for the second Friday and Saturday** of the following month during the business hours of 10:00 a.m.- 4:00 p.m. unless otherwise designated.

_____ \$30 **for all the Fridays and Saturdays** of the following month during the business hours of 10:00 a.m.- 4:00 p.m. unless otherwise designated.

Lessee hereby certifies that he/she is, or will be, the owner of the merchandise that he/she will bring to this Flea Market and has, or will have, the right to sell such merchandise which is, or will be, free from all encumbrances.

2. Lessee agrees to adhere to all the rules and regulations set by Lessor including those listed in this Agreement and further agrees that these Rules and Regulations are subject to change any time without notice.

3. Rules and Regulations. Lessee understands and agrees that:

A. As a space renter, he/she is not an employee, agent or representative of Lessor and is responsible for paying his/her own expenses and taxes.

B. A space renter cannot sell, assign, or transfer his/her rented without prior written approval from Lessor.

C. Lessee is to obey all laws pertaining to the operation of his/her business, and that she will comply with all the regulatory agencies and timely remit any and all applicable taxes (state, local, federal, personal, or business.)

D. All rent shall be paid by the **3rd Saturday** of the prior month without notice or demand beginning of the _____ day of _____, 20_____. If any such rent is not paid on said date, Lessor will remove any merchandise left in the space and will release the space to another party. Lessee will be required to pay **\$5 late fee for** retrieval of merchandise. If merchandise is not acquired by Lessee by the **3rd Saturday** of the following month, Lessor will retain all merchandise as payment for storage of merchandise.

Rent payments may be made in cash, check, or Venmo (@TrashBanditFleaMkt). Lessee will be responsible for any returned check fees and any merchandise will be retained until paid.

E. Lessor is not responsible for the loss of merchandise through theft, fire, destruction, force majeure, any other acts of nature or God, etc.

F. Lessor does not carry insurance of any kind for space renters or their merchandise.

G. Lessor will not allow locked showcases within individual spaces.

H. Lessee shall not sell pornography materials of any kind, firearms, alcoholic beverages, or any other items illegal by law.

I. Lessee is responsible for bringing in tables and equipment for use within the space assigned. Lessee may not encroach on other spaces.

J. Lessee is responsible for showing the assigned space as closed if they are not available the designated sale dates. No refunds for "no show" dates.

K. Lessee must be prepared to handle customer transactions such as providing change. Lessor will not handle transactions for Lessee.

L. Lessee agrees to indemnify, defend, and hold free and harmless Lessor and each of its employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses arising from the performance of this Agreement by Lessee, including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence, activities, and promotions of any nature or otherwise of Lessee.

4. Termination: This Agreement will terminate on _____ (date) with the exception of Lessee's duty to pay rent that is due. This Agreement may be terminated prior to said date by Lessor at its option if any one or more of the following events shall occur:

A. Failure of Lessee to timely pay rental as provided above.

B. The transfer, assignment or subletting by Lessee of any of Lessee's rights or interests under this Agreement.

C. Any lien is filed against Lessee or their merchandise because of any act or omission of Lessee and is not removed within a reasonable period;

D. Lessee shall voluntarily abandon, desert, vacate or discontinue her operations at said space;

E. Lessee shall fail duly and punctually to pay the rentals or to make any other payment required under this Agreement when due to Lessor; or

F. Lessee shall fail to comply with any of its obligations under this Agreement.

5. Acceptance of Rentals: No acceptance by Lessor of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee shall be deemed a waiver of any right on the part of Lessor to terminate this Agreement.

6 . Severability: The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

7. No Waiver: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

9. Notices: Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

10. Attorney's Fees: In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

11. Mandatory Arbitration: Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement: This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Assignment of Rights: The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

15. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above

Stated:

_____(Signature of Lessor)

_____(Name of Lessor)

_____(Signature of Lessee)

_____(Name of Lessee)

Signatures Witnessed By:

_____(Signature of Witness)

_____(Printed name)

_____(Signature of Witness)

_____(Printed name)