



1640 N Main St Ext
Butler PA 16001

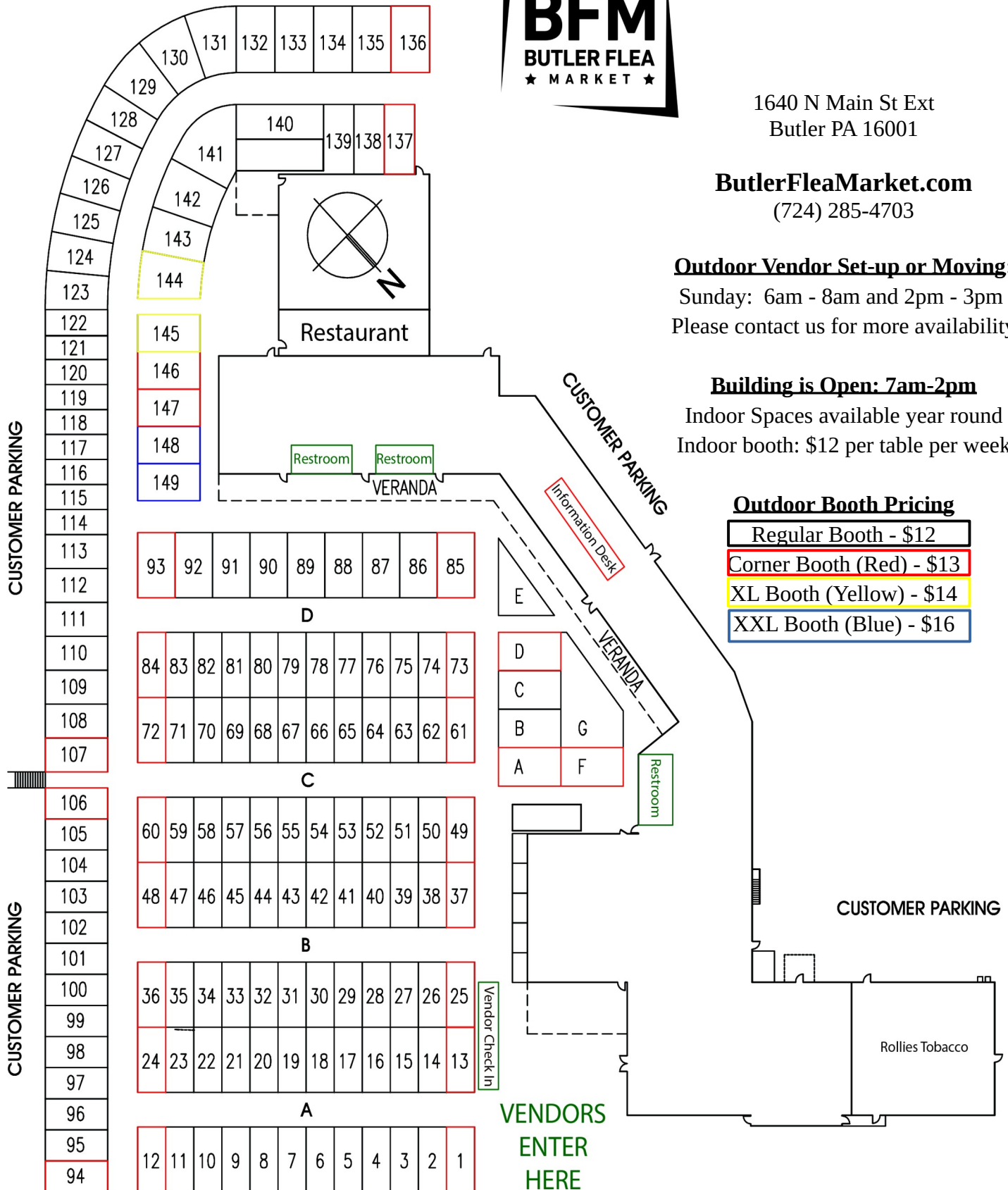
ButlerFleaMarket.com
(724) 285-4703

Outdoor Vendor Set-up or Moving:
Sunday: 6am - 8am and 2pm - 3pm
Please contact us for more availability

Building is Open: 7am-2pm
Indoor Spaces available year round
Indoor booth: \$12 per table per week

Outdoor Booth Pricing

Regular Booth - \$12
Corner Booth (Red) - \$13
XL Booth (Yellow) - \$14
XXL Booth (Blue) - \$16



ROUTE 8

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**Butler Flea Market,
1640 N. Main St. Ext. Butler, PA 16001
(724) 285-4703**

Tenant Information

Name: _____ Date: _____

Address: _____
(Street, City, State and Zip Code)

Phone Number: _____ Business Phone: _____

Designated Booth Number(s) _____ Rate: \$ _____

Lease Agreement, Rules & Regulations

This Lease, made and entered into this day by and between BFM Marketplace LLC (Landlord) and the undersigned as the Tenant; that, in consideration of the covenants herein after contained, the Landlord hereby demises and lets, and the Tenant hereby rents from the Landlord, the Flea Market space(s) located at 1640 N Main St EXT, Butler, PA 16001 for the term and rent as shown on the Flea Market space layout and Tenants most current rent statement. The layout and statement are part of this Lease. The Landlord reserves the right to change the rent rate or space at any given time.

I, (we) understand and agree to the rules and regulations set forth by BFM Marketplace LLC. I, as a Tenant, agree to indemnify and hold **the owner of the market**, and the **owner of the Market building** and their partners, directors, officers, shareholders, managers employees and its agents harmless from any liability damage, cost or expense (including reasonable attorneys' fees and court costs) arising from
(a) **Vendor's** use of or activities in or around the **Licensed Premises** or the **Market** premises, and/or
(b) injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures at the **Licensed Premises**, or from merchandise, other property or other items sold or exchanged by **Vendor**. **Vendor** assumes full responsibility for all merchandise **Vendor** offers for sale.

I CERTIFY THAT I HAVE READ THE LEASE RULES AND REGULATION FORM AND AGREE TO ABIDE BY AND OBEY ALL RULES AND REGULATIONS. **BFM MARKETPLACE LLC HAS THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANYTIME.**

Print Name: _____ Sign Name: _____ Date: _____

Butler Flea Market: _____ (Owner) Date: _____

VENDORS

Vendor Set-up or Moving:

Wednesday (indoor only): 10am – 3pm

Sunday: 7am – 8am and 2pm – 3pm

Please contact us for more availability

Hours of Operation for the Public:


Sunday: 7am to 2pm

Spaces can be made available in front of building to those interested in traditional retail Monday-Sunday leases.

Rules for Booths:

- Merchandise must be confined to Tenant's space. Respect thy neighbor and all public lanes/hallways.
- No smoking inside the building. Please dispose of your cigarette butts in cigarette disposals.
- No alcohol, drugs or drug paraphernalia permitted on the property.
- The only animals allowed on property are service animals & they *must* be leashed with service jacket.
- All Tenants' minor children (under 18) must be accompanied and under direct supervision at ALL times.
- No counterfeit, pirated, bootleg, or stolen goods.
- No subletting or loaning of booths.
- Reservations are non-refundable, but credit can be issued for bad weather for outside booths if we are contacted prior to 7am Sunday.
- Tenant is expected to use good judgment should a problem arise.
- No unreasonable noise, disruptive or abusive behavior will be tolerated. *aka don't be that guy*
- **The rented booth(s) inside or outside are not under any circumstances to be used as a storage unit of any kind. Messy and/or unorganized booths are considered storage units and subject to fees.**
- *All outside asphalt spaces (1-149) are to be clear of all waste and merchandise by 3pm Sunday.*
- Management reserves the right to close an exhibit at any time for failure of exhibitor to perform, observe or comply with any term(s) set forth in this contract.

Rent Policy:

- Booths are rented on a weekly, monthly, or annual basis.
-  An inside booth vendor of 5 weeks or more at \$25 per week or more is allowed to reserve a 1-outside space for free (\$12 value) or 1 veranda spot (\$12 value) as long as the **inside booth is open and rent is paid in full.**
- **Messy and/or unorganized booths are considered storage units and subject to a 50% of rent fee.**
- Indoor tenants are permitted to be absent 1 Sunday per month if leased for 1 month or more.
- \$20 fee per week if booth is closed 2 or more Sunday's per month.

Check Policy:

- Booths may be paid by cash, check or credit card at the information desk or by credit card online.
- If a check is returned, any future rent must be paid in cash. \$30 dollar fee for bounced checks.

Abandonment, Lien or Unpaid Rent:

Payments received after close of business Sunday will be assessed a 20% Late Charge. The following Sunday tenant must pay delinquencies in full, otherwise property will be placed into storage for 30 days prior to being forfeited to landlord. All proceeds from said sale shall benefit the Landlord for unpaid Rent(s), Late Charge(s) or other Fees.

Electricity:

- Tenants requiring individual electricity agree to a surcharge of \$1 per week.
- No heaters, cooking nor cooking appliances, and no refrigerators are permitted for use.
- All electrical components used must be unplugged at end of day to mitigate fire hazards.

Insurance:

- Butler Flea Market assumes no responsibility for personal injury, death, property damage, physical loss, damage or theft at any time.
- Please see management if interested in purchasing insurance for your booth.
- **10% discount or more will be provided if BFM Marketplace LLC is listed as additionally insured.**

License & Sales Tax:

- Tenant is responsible to collect and remit any taxes, fees, etc., if required.
- Tenant is responsible to attain any licenses, permits, etc., if required.

Merchandise:

- No food or drinks are to be sold without prior written consent from the Landlord.
- Landlord reserves the right to restrict the sale, display, distribution of any objectionable printed material, photographs, films, books, adult toys, etc...
- BFM Marketplace LLC is not responsible for any merchandise sold.
- Merchandise must be confined to Tenant's space. Respect thy neighbor and all public lanes/hallways.

Remodeling/Decorating:

- **We want to help you succeed, please let us know how we can improve your booth area and/or the common areas.** Current works in progress: New website, bathroom remodel and LED lighting.
- No holes will be permitted in the concrete, posts, exterior walls or pegboard.
- Nothing will be affixed above the height of Tenants space (no hanging on the light fixtures, iron beams, furnaces, electrical boxes, sprinkler heads, etc...)

Reservations:

- BFM Marketplace LLC reserves the right to refuse space to any Tenant for any reason.
- Rent for the next week must be paid in full at the information desk by 3pm on Sunday.
- Outside reservations can be bumped to next week by calling the office prior to 7am Sunday morning.