

ARIZONA MARKET PLACE
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RULES & REGULATIONS

The following Rules & Regulations are put forth by AZMP, LLC, an Arizona limited liability company ("AZMP"), as the sole owner and operator of the Arizona Market Place, which may be referred to herein as simply the "Market". AZMP, in such capacity, may be referred to herein as "Management" or the "Licensor" as the situation may dictate.

1. **MARKET HOURS:** Unless otherwise notified by Management, the business hours of the Market each week shall be: Thursday, Friday, Saturday and Sunday from 9:00 a.m. to 4:00 p.m. Vendors may set up their booths beginning at 6:00 a.m., and are to operate their booths until 4:00 p.m. each day. Vendors must vacate the Market by 7:00 p.m. All vendors are expected to occupy their booth(s) on all four Market days, Thursday, Friday, Saturday and Sunday and on other days (except holidays) specified by the Management of the Market. A \$15.00 per day penalty will be imposed for those vendors not adhering to this policy. Vendors must notify Management if this is not possible due to emergency.
2. **WEEKDAY AVAILABILITY:** Monthly Vendors may come in on Monday, Tuesday and Wednesday from 6:00 a.m. to 7:00 p.m. to restock, clean and arrange merchandise. Vendors may not conduct any sale at that time. All vendors who come in to the Market during the week must first check in at the front gate with security personnel or at the front office before going to their booth(s). Daily and weekly vendors must check in at the front office to get a time to set up. Setting up booth(s) during operating hours is strictly prohibited.
3. **RENTALS:** Vendors who pay rent on a monthly basis ("Monthly Vendors") will be given first consideration as to their preference of location of space(s) in the Market. Monthly Vendors are required to pay rent in advance by the **FOURTH FRIDAY** of the then current month. Rent payments will only be accepted at the main office. A late charge of \$5.00 per space, per day will be applied to all late rental payments. If space rent is not paid within seven (7) days, Management reserves the right to terminate any vendor's license and immediately rent the space(s) to another vendor. A thirty (30) day written notice is required for vendors wishing to drop or decrease the number of spaces specified in their license. Management has no obligation to reserve or hold space(s) open without payment of rental monies in advance. Double rent will be charged to any vendor who sets up a booth without first paying rent.

4. SAFETY: As a safety precaution, each vendor must keep a functioning fire extinguisher in their space(s) at all times during Market hours.
5. VENDOR PARKING: Vendors will only park in the designated areas pointed out by Management. No vendor may park in the customer parking lot or in the fire or driving lanes at any time, except for loading and unloading. Vehicles, including but not limited to motor homes and RV's, must vacate the sales areas of the Market between the hours of 9:00 am to 4:00 p.m. During non-selling hours vendors may park a car and/or trailer in their space(s) as long as it remains in their space and does not block any part of the alleyway. Authorized vehicles may park in designated areas at the back of the Market premises for a fee. Parking passes may be purchased at the Management office.
6. SUBLETTING OR LOANING OF SPACE(S): Subletting or loaning of space(s) by vendors is strictly prohibited and will result in an immediate termination of any vendor license.
7. LICENSING REQUIREMENTS: Vendors must comply with all federal, state, county and city license requirements. Vendors must charge and remit all sales and other taxes, and comply with all federal, state and local laws and ordinances. Vendors selling any type of food must have a permit from the Yuma County Health Department. A COPY OF THE ARIZONA TAX LICENSE AND, IF REQUIRED, HEALTH DEPARTMENT PERMIT MUST BE GIVEN TO THE MARKET OFFICE. The Market has a City of Yuma Business License and thus vendors are not required to obtain an individual City Business License.
8. REGISTRATION OF MERCHANDISE: Vendors are required to register with the Licensor, in writing in their License, all items which will be sold from their space(s). Listings must be specific; items such as "General Merchandise" or "Other Merchandise" will not be accepted. Any material change in these major items must be reported to the Licensor in writing PRIOR to any sales and Management reserves the right to approve or deny any such requested change.
9. BANNED ITEMS: Vendors may only use their assigned space(s) to sell their goods and/or services and for no other purpose. Items of merchandise for sale must be described in detail in the vendor's License and must be approved by Management. Any vendor may sell only items approved by Management. Management reserves the right to immediately evict any vendor and terminate their License who sells any merchandise without Management's approval. In addition, without limitation of the foregoing, the following items are not allowed without express written approval from Management of the Market to be sold on or brought to the Market premises: (a) firearms, ammunition, fireworks, popping caps, dynamite or any other explosive material; (b) dangerous animals, including dogs with vicious tendencies, poisonous snakes, large cats (tigers, lions, etc.); (c) any books or other material that may be considered by Management to be

- offensive or pornographic; (d) counterfeit, illegal or stolen items; (e) drug related paraphernalia; (f) pepper gas or any device or substance that could cause harm to any people; (g) cooked food, beverages, bottled water; and (h) any other items deemed by Management, in its sole and absolute discretion, to be unacceptable at the Market. All vendors and licensees shall indemnify and hold the Market and Management, including its officers, agents and employees, harmless against any and all liability from the sale of any dangerous or defective merchandise, and any other liability in conjunction with the sale of goods and services or the operation of vendor businesses on the Market premises.
10. LOTTERIES, RAFFLES AND AUCTIONS: These and any similar activity are not permitted except as expressly permitted by Management in writing.
 11. ANIMALS TO BE SOLD FOR PETS. Animals for sale (puppies, kittens, birds, rabbits, etc.) need written permission from Management and appropriate governmental approval and permits that may be required. Any such animal(s) must be maintained in proper cages at all times in a clean, healthy condition and be free from diseases. Upon their sale they must be delivered to the customer in an appropriate box or cage as required by governmental regulations. **NO OTHER ANIMALS SHALL BE BROUGHT TO THE MARKET** unless expressly approved by Management in writing.
 12. TABLES AND DISPLAYS: Vendors will provide their own tables and related display apparatus. Merchandise must be kept on top of tables and in your space(s) only. Tables must be safe and in good condition. Tables are to be covered if they have splinters or any other condition that can cause safety concerns. All display apparatus must be kept clean and in good working order.
 13. DISPLAY AREA: Signs and merchandise must remain inside the lines of your space(s). Nothing is allowed outside this specified area.
 14. DISPLAY BACKBOARDS, SHELVES, WINDBREAKS, ETC.: These and similar items are subject to Management approval, and must be constructed in such a manner so as not to obstruct the view of the merchandise of the neighboring space(s) and vendors. All vendors hereby indemnify and hold harmless the Market and Management, including its officers, agents and employees, for liability for injury to any person as a result of vendor's actions or negligence. All such items must be removed at the end of each sales day unless expressly authorized by Management to remain as constructed in the space(s).
 15. SIGNS: Any banner or sign placed on the front of the space(s) must be no larger than three feet by eight feet (3'x8'). It must be neat, orderly and placed at a minimum height of eight (8) feet. Each vendor may have one sign permanently mounted to the front of the space(s) which protrudes into the aisle for advertising purposes. It must be lightweight (not metal) and no larger than eighteen inches

by twenty-four inches (18" by 24"). Each sign must be approved by Management before installation.

16. **ELECTRICITY:** The normal usage of electricity in the Vendor spaces is included in the space rental fee. An assessment may be charged for use of electricity for special equipment that is not considered normal usage by Management and must be paid to the Market in advance. Electric usage for space heaters is prohibited. Motor homes, RV's, etc. or other vehicles or equipment are not permitted to hook up to Market electricity without approval by the Management.
17. **SHEDS:** No sheds are allowed in the selling spaces. Management will designate a place for storage sheds to be placed. Vendor must pay the rent for the storage shed space before placing the storage shed. The Market is not responsible for any merchandise left in sheds or anywhere on premises of the Market after operation hours or at any other time. No sheds will be allowed at the Market except those in the place assigned by the Market.
18. **TENTS/TARPS:** Each vendor is responsible for setting up their own selling space(s). All space enclosures are to be constructed of metal pipe and covered with white tarps. **ONLY WHITE FIRE RETARDANT TARPS MAY BE USED FOR SPACE(S).** Pop Up tents and car shade structures are not permitted. An exception may be made if the tent is modified to meet Market requirements. Tents must be constructed so water drains to the back alley. Tent poles must have square metal or wood pads at the base of each pole to protect blacktop areas.
19. **SPACE(S) MAINTENANCE AND CLEANUP:** Vendors are required to maintain their space(s) in a good, neat and clean condition during Market business hours and are required to clean up their area and space(s) at the close of each business day. Failure to comply with garbage and cleaning rules will result in a garbage removal and cleaning fee being levied by Management. **VENDORS ARE RESPONSIBLE FOR BREAKING DOWN ALL CARDBOARD AND PLACING IT IN THE CONTAINER MARKED "CARDBOARD ONLY." ALL OTHER TRASH MUST BE PLACED IN THE TRASH DUMPSTERS LOCATED ON THE NORTH AND SOUTH OF THE VENDING AREA.**
20. **CHECKING OUT/CLEAN UP:** Any vendor with a fully paid reservation to return for the following season may at their own risk leave their tent frame intact for the off-season, provided that all tarps are removed and that it is firmly anchored to the ground and has protective material between the metal frame and the asphalt. For a prepaid sum personal property may be left on the concrete portion of the assigned area and firmly secured against damage. All flooring must be removed from the space and no merchandise may be left. Management must approve the placement and security of property left before vendor leaves the premises for the off-season. Effective immediately there will be a Fifty Dollar (\$50) per space refundable check-out fee which shall be paid prior to November

- 4th of each selling season. The check out fee may be applied to vendor rent for the next selling season or refunded to vendor after Management has inspected vendor's spaces at the end of each season. Additional cleaning fees will be assessed to vendors who leave excessive mess in their space(s) at the end of each season.
21. **AMPLIFIERS:** Bullhorns, loudspeakers, and any sound amplifiers whatsoever are not allowed in the Market. Radios, televisions, and stereos must be kept at a low volume. Carnival barking and the hawking of products outside of vendor space(s) are not permitted. Vendors walking through the Market selling any product are not permitted.
 22. **ALCOHOLIC BEVERAGES:** No alcoholic beverages are to be brought on to the Market premises at any time for any reason.
 23. **SPEED LIMITS:** Please obey the posted speed limit of five (5) miles per hour throughout the entire Arizona Market Place premises. Repeat violators will lose parking and driving privileges at the Market.
 24. **VENDOR'S ANIMALS:** Dogs and cats are permitted only if they remain on a leash or in a cage at all times. No other animals are permitted without the consent of Management. The dog or cat must remain in the Vendor's booth and be kept away from the public at all times. **(THE VENDOR WILL BE HELD RESPONSIBLE FOR THE CLEANUP OF THAT AREA).** Vendors must remove all animal waste.
 25. **PROPER ATTIRE:** All vendors and their employees shall wear proper attire required by Management, including shoes and shirts at all times.
 26. **VENDOR'S CHILDREN:** Vendor's children must be kept with parents at all times. Running, misbehavior, nuisance and disorderly conduct of children will not be allowed in the Market and will be grounds for any vendor's expulsion from the Market.
 27. **ABUSIVE OR OBSCENE LANGUAGE OR ACTIONS:** Abusive or foul language is not acceptable at any time. Use of obscene language, actions or physical violence is strictly prohibited in the Market and is grounds for immediate expulsion and eviction from the Market premises, the termination of the vendor License and forfeiture of all rental fees and deposits.
 28. **COMPLAINTS:** All comments and complaints must be directed to the Management. Any item of a serious nature should be submitted in writing, giving a name and telephone number to be contacted.
 29. **RESERVATION OF MANGAGEMENT RIGHTS:** Management reserves the

- right to refuse or terminate rental of any spaces(s) to any person, expel or evict any person, vendor, company or vendor employee in violation of these Rules & Regulations, or when deemed in the best interest of the Arizona Market Place and of the vendors. No refunds of rental fees or deposits will be made for space(s), sheds or any other fees, AT ANY TIME OR FOR ANY REASON, WITHOUT EXCEPTION, including without limitation, expulsion, eviction or termination of space(s) rental and the License for violation of Rules & Regulations or inability to operate or continue business for any reason, including without limitation, rain or any other natural phenomenon affecting the operation of business of the vendor at the Market.
30. **ILLEGAL ACTIVITIES:** No vendor, vendors' employee or any other person shall conduct any illegal activity or act in any illegal manner on the premises of the Arizona Market Place.
31. **STRICT PERFORMANCE AND INTERPRETATION:** Strict adherence of the Rules & Regulations is required by all vendors and vendors' employees by Management and Management reserves the right to strict performance of vendors under the Rules & Regulations. Provided, however, Management shall be the sole interpreter of and shall be responsible for enforcement of these Rules & Regulations. Further, Management reserves the absolute right to suspend any of the Rules & Regulations as to any particular vendor at any time.
32. **SECURITY AND INJURY:** Neither the Market nor Management are obligated to provide security guards or any type of security to protect merchandise left on the Market premises after business hours. Management has absolutely no responsibility or liability for any merchandise or any other items left on the premises of the Market, either during or after Market hours. The Market is not responsible for any injury sustained on the premises by a vendor or anyone else.
33. **INSURANCE LIABILITY AND RELEASE:** Neither the Market nor Management provides any warranty or assurance as to the safety or condition of vendor's merchandise, fixtures, equipment, etc. The Market provides no insurance coverage for any vendor or vendor's employee. Vendors are solely responsible for safeguarding and insuring said property from loss. Vendors further agree to indemnify, hold harmless and defend both the Market and Management from any and all claim, cause of action or lawsuit commenced against the Market or Management as a result of Vendor's use and occupancy of rented space(s). Vendors further agrees to pay the Market's and Management's attorneys' fees and costs in having to defend any claim made against the Market or Management as a result of Vendor's use of space.
34. **CUSTOMER RELATIONSHIP:** All vendors and vendors' employees must be respectful to customers and fellow vendors. Any disorderly conduct or actions deemed to be harmful to other vendors, shoppers or Management will subject

said party to removal from the Market, and in the case of vendors a termination of their license without refund of any fees paid. If merchandise that is not in good working order and condition at the time of the sale is returned, a refund must be made to the customer. In addition, without limitation, any refund required to be made by the vendor at the request of Management for any merchandise sold by the vendor shall be immediately refunded to the shopper upon request of Management.

35.VENDOR CONDUCT: No vendor or vendors' employee shall directly or indirectly interfere with Management's business operations or the business operations of other vendors at the Market. Each vendor which is a party to a License with the Licensor hereby agrees they will not verbally or in writing, disparage, slander, libel or defame Management, the Licensor or the Market with respect to Management's business practices or the operations of the Market. Should Management determine in its sole and absolute discretion that any such conduct has occurred, the offending party will be subject to removal from the Market, and in the case of vendors, their License will be terminated without refund of any fees or deposits paid.

36.AMENDMENT OF RULES & REGULATIONS: The Management of the Arizona Market Place may amend, modify, delete or add new and additional Rules & Regulations for vendors and for general operation of the premises of the Market and the common use areas at anytime and in its sole and absolute discretion.

THESE ARE THE RULES & REGULATIONS FOR VENDORS OF THE ARIZONA MARKET PLACE. THE RULES & REGULATIONS OF THE MARKET WILL BE ENFORCED AT ALL TIMES BY MANAGEMENT. THANK YOU.