



## FLEA MARKET VENDOR LEASE AGREEMENT

Vendor Name: \_\_\_\_\_ Booth Number: \_\_\_\_\_

Thank you for becoming a vendor at **Hills Prairie East 40, LLC** – dba **The East 40**. Your lease commitment includes:

- Open-air, covered booth space with concrete floor
- Lock-and-leave booth space
- Internet (wi-fi) and electricity (110-volt electrical outlet)
- Monitored and clean restroom facilities
- The assurance of 180+ on-site security cameras and well-lit premises
- Hours of Operation: Wednesday – Friday 3pm to Midnight. Saturday 10am to 1am.  
Sunday 10am to Midnight

### Operating Rules and Policies

**Hills Prairie East 40, LLC** dba **The East 40**, requires from all market vendors a Sales Tax Permit copy which will be kept on file for the State Comptroller’s Office. To apply for a Sales Tax Permit, click the link below <http://www.comptroller.texas.gov/> or call 1-800-252-5555.

Vendors can sell anything that does not violate county, state or federal laws or is not on The East 40 restricted list. No sale of food or drink products without explicit written permission from The East 40.

### General Vendor Rules of Conduct including, but not limited to:

- The East 40 operates Wednesday – Friday 3pm to Midnight. Saturday 10am to 1am.  
Sunday 10am to Midnight

#### 1. Rent:

##### A. Monthly Rent is due on or before the 1<sup>st</sup> of the month.

**Late Charges:** If landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 1<sup>st</sup> day of each month at 11:59 pm, Vendor will pay landlord for each late payment an initial late charge of **\$20** and an additional late charge of **\$20 per day** thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Member initials \_\_\_\_\_, \_\_\_\_\_ Vendor initials \_\_\_\_\_

**B. Method of payment:** Rent checks must be made payable to **Hills Prairie East 40, LLC**. Payment may be dropped off in the Sports Bar drop box or mailed to: 1177 HWY 304, Bastrop, 78602. Direct deposit available upon request. Weekends, holidays, and mail delays do not excuse vendor obligations to pay timely rent.

**C. Returned Payment:** Vendor will pay Landlord \$50 for each payment vendor tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason PLUS any late charges until Landlord receives payment.

**D. Application of funds.** Regardless of any notation of a payment, Landlord may apply funds received from vendor first to any non-rent obligations of vendor, including but not limited to: late charges, returned payment charges, repairs and then to rent.

2. **Security deposit:** A security deposit of 50% of the monthly lease rental amount is due at lease signing.
3. A vendor may only occupy a space with a current paid receipt, which must be made visible.
4. Vendor agrees to follow current operating rules which can change without notice.
5. Load-in of large items (items that require more than the use of a hand-truck) must be loaded in Monday-Friday from 10-3PM. Anything outside of this will need approval.
6. Vendors must keep their booth space clean, orderly, and swept. Booths must be cleaned before closing or leaving the premises. Trash must be removed throughout the day. Boxes and large items must be broken down and discarded in proper receptacles. Trash must be taken to dumpsters NOT trash cans throughout facility.
7. Vendors provide their own lock and must provide The East 40 with: A) the combo or B) a key.
8. Vendors are responsible for pest control inside their booth space.
9. All food vendors are responsible for cleaning of their grease traps. A grease disposal tank will be provided by The East 40.
10. Absolutely no smoking in booth space or on any concrete surfaces throughout the facility.
11. The use of booth space for excess storage is strictly prohibited.
12. A 110-volt electrical outlet is provided per enclosed booth space. Fees will be charged for additional power supply and must be requested in writing via email to info@theeast40.com
13. Space heaters and portable air conditioners are strictly prohibited. Fans are permitted.  
**Food Vendor appliances MUST be pre-approved.** Vendors with unapproved appliances found plugged in will incur an additional monthly charge to compensate for electric usage. The extra charge will be based on the type of appliance being used in violation.
14. ALL Vendors must have a working 5 lb. ABC-type fire extinguisher at all times.
15. Vendors must not place electrical cords across walkways, either above or on the ground.
16. Vendors may not store flammable or hazardous materials inside booth space or buildings.
17. Vendors must sell only within their designated booth space. Items, other than pre-approved signage, may not be left outside of your designated sales space.
18. Vendors may personalize their space, see additional guidelines. ALL signs, store fronts, racks, walls, or other construction must have written consent by The East 40 Member.
19. ALL Vendors must comply with all Federal, State, and Local sales laws while on the grounds.
20. Sales spaces may not be sublet, assigned, transferred, or used for parking or storage.

Member initials \_\_\_\_\_, \_\_\_\_\_ Vendor initials \_\_\_\_\_, \_\_\_\_\_

21. Food Vendors must comply with all applicable city of Bastrop, Bastrop County, Texas and federal laws and hold all required permits/license. Vendors must maintain, and display, their own individual / necessary Food Permits.
22. Food Vendors menus MUST be pre-approved by The East 40 Member prior to opening. Vendors MUST not sell anything otherwise already sold by The East 40.
23. Pet rules: Vendors are fully responsible for ensuring that any pet does not violate the rights of any person. Vendors are liable for any personal injuries to any person caused by any pet. All pets must be on a leash and vendor must be in complete control of the pet at all times. Vendors must promptly remove any pet waste.

### **Vendor Rules for Product Sales and Services**

The following is a partial list (may change at any time without notice) of items that may NOT be sold at The East 40:

\*Any violation of these rules may result in confiscation of the prohibited items and may subject the vendor to loss of sales space and forfeiture of rental fee. Arrest, criminal prosecution, and lifetime exclusion from The East 40 may also result.\*

- The East 40 prohibits the sale, display or distribution of merchandise bearing counterfeit trademarks, stolen items or items that infringe upon copyrighted designs
- Food, drinks, candy, or anything that can be consumed by mouth, unless otherwise specified (Food Vendors must seek menu approval)
- Alcohol
- Guns and ammunition
- Pornography
- Tobacco items (electronic cigarettes, pipes, cigars, vapor products)
- Prescription & illegal drugs
- Contact lenses
- Fireworks or explosives
- Paint in one-gallon container or larger
- Baby food & formula
- Animals or pets of any kind including, but not limited to birds, reptiles, amphibians, mammals, domestic fowl / livestock (chickens, ducks, pigs, horses, goats, quail, sheep, etc.)
- Medical devices that require a license or prescription

Vendors may NOT sell or participate in any of the following:

- Vendors must not conduct games of chance, skill, raffles, lotteries or auctions without written approval
- Operating bounce houses, gyro rides, pony rides or other amusement activity
- Any medical treatments
- Advertising (must get permission from The East 40 Member)
- Tattoos, ear piercings, or body piercing (sale of supplies is permitted)
- Employment recruiting (except by permission)
- Entertainment sonograms, x-rays, or any other activity that could possibly be deemed as practicing medicine

The following items require licenses or permits, or are subject to special regulation:

- Plants
- Fruits & vegetables
- Cosmetology treatments (massages)

Member initials \_\_\_\_\_, \_\_\_\_\_ Vendor initials \_\_\_\_\_, \_\_\_\_\_

The following must also be taken into consideration:

- Character photo opportunities must have written authorization from license holder (Disney, DC Comics, Marvel, Traders Village, etc.)
- A permit is required for the sale of any motorized vehicle. You must receive approval in advance from The East 40 before the sale of any gas powered or electric scooter
- Do not distribute any political or religious material without the written consent of The East 40 Member
- Contact the State Comptroller's office for information related to State Sales Tax information
- Vendors selling used bedding must comply with all elements of the Texas Bedding Law, Health and Safety Code, Chapter 345
- Merchandise and vehicles that are unattended, unauthorized, and/or abandoned on the property will be removed without liability to The East 40
- The East 40 reserves the right to prohibit the sale of any item or service believed to be detrimental to the operation of The East 40.
- The East 40 reserves the right to evict any Vendor or patron without refund of prepaid rent.
- The East 40 will strive to offer but does not guarantee booths are 100% waterproof. The East 40 is not responsible for any water damage due to weather or broken pipes, etc.
- The East 40 does not provide rain checks or refunds for weather-related issues as we are an open-air, covered event venue. Therefore, no refunds or transfers of payments will be allowed.
- The East 40 is not responsible for theft or damage to anything brought onto the premises. Anything left on the property is done so entirely at the individual's own risk.
- The East 40 reserves the right to establish acceptable sound levels.
- The East 40 does not accept used tires, produce, produce containers or motorized scooter packaging or containers for disposal.
- **REPAIRS / MAINTENANCE / REQUEST:** All needed repairs, maintenance or request(s) must be in writing via email to **info@theeast40.com**. Vendor will be responsible for the cost of any repairs/damages/maintenance issues that they cause.

These rules and policies are for the convenience and safety of all parties involved in any way with The East 40 and are subject to change without notice. Vendors are strongly advised to review the Rules and Policies prior to selling and be aware of any changes. Vendors who violate these rules are subject to the following:

- Violation 1: A warning
- Violation 2: A fine
- Violation 3: Expulsion from the property.

Member initials \_\_\_\_\_, \_\_\_\_\_ Vendor initials \_\_\_\_\_



**FLEA MARKET VENDOR LEASE AGREEMENT**

**\*\*BRING CONTRACT, A COPY OF DRIVERS LICENSE  
AND A COPY OF TEXAS TAX PERMIT  
TO OFFICE OR EMAIL: INFO@THEEAST40.COM\*\***

VENDORS NAME(S): \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

MOBILE PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TX TAX ID #: \_\_\_\_\_ DRIVERS LICENSE #: \_\_\_\_\_

DESCRIBE MERCHANDISE AND TYPE OF DISPLAY: \_\_\_\_\_

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**THIS IS A 12 month lease**

DAYS I PLAN TO BE OPEN: (\_\_\_\_) WEDNESDAY (\_\_\_\_) THURSDAY (\_\_\_\_) FRIDAY  
(\_\_\_\_) SATURDAY (\_\_\_\_) SUNDAY

BOOTH REQUEST LOCATION: \_\_\_\_\_

LEASE START DATE: \_\_\_\_\_ LEASE END DATE: \_\_\_\_\_

LEASE RENEWAL DATE: \_\_\_\_\_

I have received, read, fully understand and intend to follow The East 40 Operating Rules and Policies. I understand that if I do not follow the Operating Rules and Policies of The East 40, I will jeopardize my space(s). The East 40 reserves the right to amend or change the Operating Rules and Policies without written prior notice.

\_\_\_\_\_  
HILLS PRAIRIE EAST 40, LLC. MEMBER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_  
DATE

# FLEA MARKET VENDOR LEASE AGREEMENT

Landlord: The East 40 Vendor Name: \_\_\_\_\_

Booth Number: \_\_\_\_\_ -OR- Description of space leased: \_\_\_\_\_

IN CONSIDERATION of the mutual covenants and agreements herein contained, The East 40 (landlord) hereby leases to Vendor and Vendor hereby leases from landlord the above-described property under the following terms and conditions including but not limited to the FLEA MARKET VENDOR LEASE AGREEMENT.

1. **Term:** The term of this lease agreement begins and ends as follow:

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## 2. RENT:

- A. **Monthly Rent:** Vendor will pay landlord monthly rent in the amount of \$ \_\_\_\_\_ for each month during this lease. The first month's rent is due and payable at lease signing. Thereafter, vendor will pay the monthly rent so that the landlord receives the monthly rent on or before the 1<sup>st</sup> of the month.
- B. **Late Charges:** If landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 1<sup>st</sup> day of each month at 11:59 pm, Vendor will pay landlord for each late payment an initial late charge of \$20 and an additional late charge of \$20 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.
- C. **Method of payment:** Rent checks must be made payable to Hills Prairie East 40, LLC. Payment may be dropped off in the Sports Bar drop box or mailed to: 1177 HWY 304, Bastrop, 78602. Direct deposit is available upon request. Weekends, holidays, and mail delays do not excuse vendor's obligations to pay timely rent.
- D. **Returned Payment:** Vendor will pay Landlord \$50 for each payment vendor tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason PLUS any late charges until Landlord receives payment.
- E. **Application of funds.** Regardless of any notation of a payment, Landlord may apply funds received from vendor first to any non-rent obligations of vendor, including but not limited to: late charges, returned payment charges, repairs and then to rent.

## 3. SECURITY DEPOSIT:

- A. **Security Deposit:** On or before execution of this lease agreement, vendor will pay a security deposit to landlord in the amount of \$ \_\_\_\_\_, 50% of the monthly rent amount.

Member initials \_\_\_\_\_, \_\_\_\_\_ Vendor initials \_\_\_\_\_, \_\_\_\_\_

- B. **Refund of security deposit:** Vendor must give landlord at least 30 days written notice of surrender before landlord is obligated to refund the security deposit. Refund of security deposit will be made payable to vendor listed on this agreement. Vendor must give landlord a mailing address for refund check to be mailed to. Security deposit to be returned, by mail, within 30 days.
- C. **Deductions from security deposit.** Landlord may deduct reasonable charges from the security deposit for damages, excluding normal wear and tear, cost for cleaning, unpaid late charges, removal of unauthorized locks or fixtures, packing, removing and storing abandoned property.

**4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease automatically renews on a month-to-month basis unless landlord or vendor provides written notice of termination not less than 60 days before the expiration date. Oral notice of termination is not sufficient under any circumstances.

**5. SPECIAL PROVISIONS:**

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**6. DEFAULT.** In the event vendor fails to pay the rent due under this lease agreement, Landlord may deny access until rent and late fees are paid in full. When rent is more than 30 days in arrears, Landlord may remove any property in the unit and relet to a new vendor.

**7. LIEN.** Landlord shall have a lien on any property placed in the unit space and shall have the right to sell the property at a public or private sale or as provided by law.

**8. USE.** Vendor will adhere and abide to the terms, conditions, rules and policies of landlord which are attached hereto in the FLEA MARKET VENDOR LEASE AGREEMENT, including but not limited to not keeping any explosive, inflammable, hazardous or illegal substances or any animals or pets. Vendor shall not assign or sublet booth space. Landlord shall have the right to enter a unit space for inspection. Vendor shall make no alterations to booth spaces without written consent of Landlord.

**9. LIABILITY.** This agreement is made on the express condition that, while Landlord shall exercise reasonable care in the operation of the premises, Landlord is not liable for any loss or damage to vendor.

**10. CASUALTY.** In the event the premises are damaged by fire or other casualty, and are rendered untenantable, either party may cancel this Agreement.

**11. EARLY TERMINATION.** This lease begins on the commencement date and ends on the expiration date unless renewed or extended by written agreement of the parties. Unless otherwise provided by law, vendor is not entitled to an early termination due to voluntary or involuntary job or school transfer, martial status change, loss of employment, loss of co-vendor, or changes in health.

IN WITNESS WHEREOF, the parties have executed this lease the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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HILLS PRAIRIE EAST 40, LLC. MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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VENDOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



This release is executed by Hills Prairie East 40, LLC. dba The East 40, in the County of Bastrop, State of Texas, and will be herein referred to as Releasor.

In consideration of being permitted to enter upon our land owned by Barsinger, LLC. / Don H. Barker and Kevin K. Cutsinger, and / or Hills Prairie East 40, LLC, and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, the Releasor, for him or herself, his or her spouse, legal representative, heirs and assign, hereby releases, waived, and discharges Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC, from any and all liability to the Releasor, his or her spouse, legal representative, heirs and assigns, either at law or in equity, arising from or by reason of bodily injury, or personal injury, known or unknown, or death or property damage, resulting or to result from any accident or occurrence, weather caused by the negligence of the Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC or otherwise, while the Releasor is participating in any activity on the land, including but not limited to visiting, conducting business or otherwise on the land owned by Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC.

I further release Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC from any claim whatsoever on the account of first aid, treatment or services rendered to me during my participation in any activity on Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC land. Releasor further states that he or she has read the foregoing Release and knows the contents thereof and signs its Release as his or her own free act, Releasor hereby assumes full responsibility for the risk of bodily injury, death or property damage due to negligence of the Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC or otherwise. Releasor expressly agrees that this release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and if any portion thereof is held invalid, the balance shall, notwithstanding continue in full legal force and effect.

This release contains the entire agreement between the parties hereto. The terms of the Release are contractual and not a mere recital. IN WITNESS WHEREOF, Releasor has executed this Release in Bastrop County, State of Texas the day of signing.

Releasor Signature: \_\_\_\_\_  
Don H. Barker and/or Kevin K. Cutsinger                          Date  
Hills Prairie East 40, LLC.

I acknowledge that I, \_\_\_\_\_, (vendor, print name) understand and agree to abide by all laws and license requirements set by Bastrop County and the State of Texas. I also have read and agree to the release of liability executed by Don H. Barker and Kevin K. Cutsinger / Hills Prairie East 40, LLC which is attached to the Flea Market Vendor Lease Agreement. By signing below, you are acknowledging these terms with your signature.

I, \_\_\_\_\_ (vendor, print name) understand the laws and license requirements of Bastrop County and the State of Texas, and acknowledge that I am responsible for acquiring any licenses required by Bastrop County and the State of Texas trade laws.

\_\_\_\_\_  
Vendor signature    Date