

# 30<sup>th</sup> Annual Dania Beach Marine Flea Market<sup>®</sup> at Dolphin Stadium<sup>™</sup> Vendor Space License Agreement

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between AL BEHRENDT ENTERPRISES, INC., a Florida corporation having its principle place of business at 2 Oakwood Blvd, Suite 195, Hollywood, Broward County, Florida (hereinafter sometimes referred to as the Licensor") and \_\_\_\_\_ (hereinafter sometimes referred to as the "Licensee").

**WITNESSETH:**

WHEREAS, the Licensor has leased the South Interior parking area of Dolphin Stadium, located at 2269 Dan Marino Boulevard, Miami Springs, FL 33056, for use as a Marine Flea Market for the period from March 6, 2008 to March 9, 2008 inclusive, and,

WHEREAS, the Licensee has expressed the desire to exhibit for sale certain goods and marine articles at such flea market, and,

WHEREAS, the parties hereto wish to reduce all of their prior and contemporaneous understandings to writing. NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00), paid by each party to the other, receipt whereof is acknowledged by the execution of this Agreement, and in further consideration of the mutual covenants hereinafter contained.

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

**A. DESCRIPTION OF LICENSED PREMISES, DURATION AND PURPOSE OF LICENSE**

The Licensor does hereby grant a license to the Licensee to use and occupy Space Number \_\_\_\_\_ (as shown on the diagram enclosed) for the period beginning at 6:00 A.M. on March 6, 2008 and ending at 5:00 P.M. on March 9, 2008, to be used solely and exclusively for the exhibition of maritime goods, wares and articles offered for sale to the general public by the Licensee. The Licensee shall not offer food or beverages for sale within the licensed premises.

The Licensee will be selling: \_\_\_\_\_

**B. CONSIDERATION FOR LEASE**

The Licensee covenants and agrees to pay the sum of \$ \_\_\_\_\_, together with \$ \_\_\_\_\_ as 7% (seven percent) Florida Sales Tax for a total of \$ \_\_\_\_\_ for such license, receipt whereof is acknowledged by the licensor by the execution of this Agreement. **No Licensee will be admitted to any sales space until the license fee has been paid in full.**

**We fully understand that this form shall become a binding contract upon our acceptance of Vendor Space and is subject to the terms, conditions, rules, and regulations set forth herein and on the reverse side, as set forth by the Licensor.**

Licensee authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Check enclosed in the amount of: \$ \_\_\_\_\_ Please charge my: (circle one) AMEX MC VISA DISCOVER

Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_

Name on card: \_\_\_\_\_ Cardholder signature: \_\_\_\_\_


Accepted by:  
**AL BEHRENDT ENTERPRISES, INC.**  
a Florida corporation, Licensor

By: \_\_\_\_\_  
JENNIFER DUDAS, Vice President

**RETURN ALL COPIES, WITH YOUR PAYMENT, TO:  
AL BEHRENDT ENTERPRISES, INC.  
2 Oakwood Blvd., Suite 195  
Hollywood, FL 33020-1962  
(954) 920-7877 FAX (954) 925-1033  
e-mail: dmfm@albehrendt.com**

Date received: \_\_\_\_\_

Payment type: \_\_\_\_\_

Please read Terms & Conditions on reverse 

## **I. CHARACTER OF GOODS, WARES AND MERCHANDISE OFFERED FOR SALE**

*Only those products, directly related to the design, construction, repair, maintenance and/or use of recreational boats and the marine industry shall be displayed by Licensee and only in the licensed premises more particularly described herein above.* The Licensor may move or remove items and/or displays not in compliance with this License Agreement. No licensee may dismantle his display until after the closing hour of the last day of the Marine Flea Market. The Licensee shall properly staff the display during the flea market hours and provide adequate product. Electricity, water and telephone service is not available within the Marine Flea Market.

## **II. SUBLEASING**

The Licensee may not assign, transfer, sell or otherwise convey any rights or privileges granted hereunder, without first obtaining the written consent of the Licensor.

## **III. INDEMNIFICATION OF LICENSOR**

Licensee will at all times indemnify the Licensor and South Florida Stadium Corporation d/b/a Dolphin Stadium, against all actions, claims, demands, liabilities and damages which may in any manner be imposed on or incurred by Licensor as a consequence of, or arising out of, any act, default or omission on the part of the Licensee or any of its officers, employees or agents in connection with the operation of its business at the licensed premises during the term of the license, including any and all attorney fees and costs incurred by the Licensor and South Florida Stadium Corporation d/b/a Dolphin Stadium. The prevailing party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees and expenses, including through all appeals. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida. All legal proceedings arising under this Agreement shall be conducted in the courts situated in Broward County, Florida, which courts shall have exclusive venue and jurisdiction.

## **IV. NON-LIABILITY OF LICENSOR**

The Licensor and South Florida Stadium Corporation d/b/a Dolphin Stadium shall not be liable to the Licensee, its employees, agents, servants, guests and/or visitors, for any injury to such persons or the property of such persons. **The Licensee should, at its own expense, obtain insurance.** The Licensor and South Florida Stadium Corporation d/b/a Dolphin Stadium shall not be responsible for any items lost or stolen from the Licensee.

## **V. RULES AND REGULATIONS**

The Licensor reserves the right to make all rules and regulations governing the Marine Flea Market and the conduct of all licensees. All rules and regulations promulgated after the execution of this agreement shall be furnished to the Licensee by written instrument and shall be binding upon the Licensee upon delivery of such written instrument setting forth such rule or regulation.

## **VI. CANCELLATION OF FLEA MARKET**

If for any reason, the Licensor cancels the Marine Flea Market, the Licensee waives any and all damages and agrees that the Licensor may, after deducting all costs and expenses, including a reserve for claims, refund to the Licensee as and for complete settlement and discharge of said Licensee's claims and demands a prorata amount of all monies paid by all Licensees and thereupon, this agreement shall be of no further force and effect and neither of the parties shall have any further responsibility or obligation to the other.

## **VII. VEHICLES & PARKING**

The Licensee shall be permitted to park only sales and/or storage vehicles within the licensed space during the term of the License Agreement; however, any and all other vehicles owned by the Licensee, its employees, agents and/or servants shall be parked in the designated vendor parking areas in order to provide unobstructed driveways and isles for emergency vehicles. The Licensor and South Florida Stadium Corporation d/b/a Dolphin Stadium reserve the right to tow vehicles. **The Operation Of Bicycles And Scooters Within The Marine Flea Market Is Strictly Prohibited.**

## **VIII. CLEANUP**

The Licensee shall be obligated to cleanup the licensed space (as more particularly described in Paragraph I hereinabove) and remove any and all articles placed on or in the ground, waste products, merchandise and debris from such area. The Licensee shall also cleanup any other areas where the Licensee has placed or caused to be placed any debris, waste products or articles. **No holes may be made in the asphalt for tent poles without written approval of the Flea Market office.** The licensed space shall be returned to the Licensor in what is commonly known as "broom clean" condition. ***Vendors must vacate sales space by 8:00 P.M. Sunday, March 9, 2008. The Licensor reserves the right to charge a reasonable cleaning fee to those Licensees not complying with this paragraph.***

## **IX. MISCELLANEOUS**

(a) The relationship between the parties created by this Agreement is that of independent contractors and there is no agency, partnership or joint venture relationship existing between the parties or arising out of this Agreement. No agent, employee or contractor of User shall be deemed an employee or agent of Licensor. (b) If any provision of this Agreement is held invalid or illegal, such provision shall be null and void, and the remainder of this Agreement shall not be affected by such invalidity or illegality. (c) Waiver of one or more terms or conditions of this Agreement by either party shall not be deemed a modification or waiver of any other provisions of this Agreement. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance of that or any other provision hereunder. (d) This Agreement may only be altered or amended by an instrument in writing properly executed by both parties. (e) This Agreement embodies the entire agreement of the parties hereto and no representation, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect. (f) The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. (g) All matters not expressly herein provided for shall be in the discretion of Licensor and all rights not expressly granted to User are reserved to Licensor.

**RETURN ALL COPIES WITH YOUR PAYMENT. AN EXECUTED COPY WILL BE RETURNED TO YOU WITH YOUR CONFIRMATION.**