

Marketplace at SODO – Vendor Application

PLEASE COMPLETE ALL FIELDS – INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

VENDOR NAME: _____

BUSINESS NAME (IF APPLICABLE): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ CELL: _____

EMAIL ADDRESS: _____

Please detail ALL proposed items for sale (including food and beverage if applicable):

ITEM NAME	DETAILED ITEM DESCRIPTION

Mail/email 2-5 photos of proposed items or food vending display and mail/fax/email completed application to: Kimco Realty Corporation, Attn: Specialty Leasing/ Marketplace - SODO, 4425 Randolph Road, Suite 204, Charlotte, NC 28211 or Fax: (516) 233-3069 or Email: mpsodo@kimcorealty.com

By signing below, the above Vendor acknowledges that application submission and approval by Kimco Realty Corporation and Kimzay of Florida, Inc. **DOES NOT reserve market space or guarantee market space availability.** Once application is submitted, a review and approval must be made solely by and at the discretion of the Market Manager. The Market Manager may deny any vendor that does not meet the needs of the market and market product quality standards and this is observed on a case by case basis. Market space is limited by product category, if approved, vendor will be placed on a waiting list based on their particular product category. The Market Manager is able to cancel or modify this agreement at any time. Vendor acknowledges that such Rules and Regulations may be amended from time to time in writing in a timely manner by the Market Manager and agrees to abide by the terms of any such amendments.

If Vendor continues to vend at the Marketplace following the adoption of such amended Rules and Regulations and the Vendor acknowledges that violation of such amended Rules and Regulations may result in loss of Marketplace at SODO rental privileges.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless Kimco Realty Corporation, Kimzay of Florida, Inc., and Market Manager, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods plus collecting and reporting of sales tax. Kimco Realty Corporation, Kimzay of Florida, Inc. and Market Manager are in no way responsible for any lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Marketplace; and Vendor agrees to indemnify and hold harmless Kimco Realty Corporation, Kimzay of Florida, Inc. and Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend Kimco Realty Corporation, Kimzay of Florida, Inc. and Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the attached as Exhibit "A", Marketplace at SODO Rules and Regulations, and incorporated herein by reference, and that any violation of such may result in loss of Marketplace at SODO rental privileges.

VENDOR SIGNATURE: _____

PRINT NAME: _____ DATE: _____

Each available booth space is 10' X 10'

Daily Fee: \$25.00 plus tax (currently 6.5%) = \$26.63 total payable in advance with application in certified bank check or money order only payable to: KIMCO REALTY CORPORATION . No cash, credit cards or personal checks will be accepted. Returning vendors must submit weekly payments to the Charlotte, NC office by 5pm each Thursday prior to event or no later than 8:45am each Saturday to the Market Manager or will not be allowed to setup. Only application fees for concepts not approved by Market Manager will be returned/ refunded to vendor.

****To be completed by Marketplace personnel only****

Marketplace Personnel Signature: _____ Date: _____

Approved Products for Sale: _____

Exhibit A
The Marketplace at SODO – Rules and Regulations
***** (Please initial to the left of each paragraph as indicated) *****

_____ Kimzay of Florida, Inc. and Kimco Realty Corporation will employ a “Marketplace Manager” otherwise known as (“MM”) as an agent of their company who will be responsible for the recruitment of vendors, distribute and explain Marketplace policies and procedures, approve merchandise to be sold, assign spaces and execute vendor agreements. The MM is responsible for the day-to-day operations of the Marketplace and shall be vendor’s point of contact for questions and issues that arise during the Marketplace. The MM may move any vendor booth in accordance with the terms of the License Agreement. The MM reserves the right to determine whether proposed merchandise meets the Marketplace objectives and criteria for participation. No vendor is permitted to add new items for sale without MM’s prior approval.

_____ The Marketplace hours of operation are **9:00 a.m. to 2:00 p.m.** each Saturday, except if New Year’s Day and/or Christmas Day fall on a Saturday. Kimzay of Florida, Inc. and Kimco Realty Corporation maintain the right to close the Marketplace any Saturday for any reason.

_____ Product categories may include: plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria in each category. The Marketplace encourages participation by local farmers, growers, artists, etc. The sale of flea market or second-hand resale items is not permitted. All items for sale must be approved by the MM, prior to vendor’s use of a space at the Marketplace. **The MM must approve all items offered for sale at each booth in advance.** Each vendor is given a non-exclusive right to sell such items and approval shall not be deemed to grant any vendor an exclusive right to sell such items. The MM may increase or decrease the number of vendors in and area of the Marketplace in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.

_____ The size of rental spaces for each booth is 10’ X 10’. The rental fee is **\$25.00 plus tax (currently \$26.63 total)**. Rent must be received in the Charlotte, NC office address on or before 5pm on each Thursday preceding the Sat. market in certified check or money order payable to: Kimco Realty Corporation or no later than 8:45am to the MM on the day of the event. The MM determines the location of all booths within the Marketplace and may limit the number of spaces to be used by any one vendor. No booth location is permanent and any booth may be moved or removed at any time by MM. Spaces are offered on a first come, first served basis.

SET-UP AND BREAK-DOWN/MARKETPLACE OPERATIONS

_____ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the MM.

_____ Vendors will have from 6:30am until 8:45 a.m. each Saturday to load in their booth set up. No vendor may enter the Marketplace area to set up prior to 6:30am unless MM has approved such early entry to the Marketplace. SODO merchants and customers have the right of way in their vehicles and on foot at all times.

_____ All booths must be completely set up and open to the public by 9:00 a.m. and must stay open with complete set up until 2:00 p.m., except as otherwise required by the MM, Licensor or any governmental authority. Promptly at 2:00 pm vendors must tear down tables and tents and pack all supplies before being able to retrieve their vehicles. Whenever the vehicle is in motion within the designated Marketplace parking lot going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of store patrons, pets and other vendors. When in designated Marketplace area vendors should drive no faster than walking speed, about 4 miles per hour.

MANDATORY

_____ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and disposing trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Vendor MUST contact the MM.

_____ Dumpsters are provided for disposal of trash generated only by vendor's permitted operations of their booths. No hazardous materials, grease or sewage may be disposed of onsite. Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Marketplace at SODO does NOT require a tent but all tables be covered by a cloth to the ground so no table legs show in front or the side of any tables. Any tents used must comply with The City of Orlando Code provisions regarding tent usage.

_____ Signage must be properly displayed with vendor's business name by either an easel, A-frame, or hung securely on tent structure. No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways. Hand-written signs are only permitted on a dry eraser board or chalkboard. MM has the right to ask vendor to change signage at any time to meet the requirements of this policy or SODO Shopping Center or the applicable code.

_____ Vendors shall maintain their booths in a neat, organized manner, free from clutter.

_____ All vendors (including tented booths) are required to have a plastic drop cloth or tarp to be utilized in the event of rain. **Weights to hold the drop cloths and tarps down are also mandatory. At no times are any stakes to be used to secure tents.**

_____ There is limited power and water available for vendors. Please contact MM in advance. Vendors are required to provide their own extension cords and comply with all applicable codes when utilizing electric power and water.

_____ All vendors must obtain a City of Orlando Business Tax Receipt and applicable State licenses required for their type of goods and services. Licenses MUST be posted in booths at all times.

INSURANCE

_____ All vendors are required to obtain a policy or policies of commercial liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) combined single limit for bodily injury (including death) and property damage in any one occurrence, and a policy of worker's compensation insurance in statutory limits. All such insurance shall name Kimzay of Florida, Inc. and Kimco Realty Corporation as certificate holder and as additional insureds. Vendor must deliver certificates of such insurance, showing such coverage and naming Kimzay of Florida, Inc. and Kimco Realty Corporation as additional insureds, to Market Manager prior to Vendor setup. *(Insurance carriers that offer short-term insurance policies for market vendors are available upon request. Please inquire with Market Manager for information.)*

LICENSES AND HEALTH CODES

_____ All vendors need to secure The City of Orlando occupational licenses for the Marketplace and State licenses when required for their type of goods or food products and have licenses in their booth at all times and operate in compliance with all applicable codes.

_____ Food booths must have hand wash sinks, vendors' and staff's hair tied back and plastic gloves must be worn at all times when serving food (or as required by State or Local ordinance).

_____ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.

_____ Collection of sales tax, when required by the State, is the responsibility of the Vendor.

PHOTOGRAPHS/VIDEO/LOGOS

_____ By vendor's operation at the Marketplace, Vendor consents that Marketplace at SODO, Kimzay of Florida, Inc., Kimco Realty Corporation, Market Manager or its agents shall be permitted to photograph or videotape any vendor or vendor booth for the use of advertising or promotion of the Marketplace. All images will become the property of SODO, Marketplace at SODO, and/or Kimco Realty Corporation.

_____ All SODO and Marketplace at SODO logos and images may not be used by any vendor for any purpose.

ENFORCEMENT OF RULES

_____ Violation of any public safety rules or Marketplace policy listed in this Agreement by vendor or vendor's staff or exhibition of improper behavior may result in termination of space rental. Vendors may be given a warning as a courtesy from the MM of any such violation but such warning is not required prior to termination Kimco Realty Corporation and/or MM or Kimzay of Florida, Inc. may remove the Vendor if such violation(s) occur without warning.

_____ Vendors shall conduct themselves in a courteous and professional manner with other vendors, Marketplace and SODO Shopping Center personnel and Marketplace patrons. Failure to do so is cause for immediate removal from the Marketplace. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to MM in writing.

INCLEMENT WEATHER

The MM's prime concern during bad weather conditions, such as wind, rain, and lightning is the safety of all vendors and other persons at the Shopping Center. The following policies will be strictly enforced at all times. The MM will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether or not the Marketplace shall remain open.

- ◆ Lightning observed within a 10 mile radius of the Marketplace calls for automatic shut down of the Marketplace.
- ◆ It is recommended that each vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.
- ◆ The vendor shall NOT break-down or independently end its Marketplace day before the regularly scheduled time unless directed to by the MM.
- ◆ The vendor is required to have and use each Marketplace day, 4 tent weights, one for each tent leg. Each weight should be no less than 20lbs.
- ◆ The vendor is required to have available a large tarp or tarps located in their booth at all times during the Marketplace day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during "Quick Break-Down."
- ◆ The vendor is permitted to at any time protect merchandise by covering with a tarp or using tent sides during sudden weather changes.
- ◆ During windy or gusty weather the vendor must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during "Quick Break-Down."
- ◆ Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.

If vendors are unable to open on a given Saturday they should notify the Market Manager (MM) a minimum of 48 hours prior to the event.