



THE VALLEY'S MARKETPLACE, L.L.C. (VMP) VENDOR LEASE AGREEMENT

1602 WEST EXPRESSWAY 83 ALAMO, TX 78516 TEL. (956)781-1911 FAX 1(214)276-7790

OFFICE HOURS: MONDAY - FRIDAY 8AM-5PM & SATURDAY - SUNDAY: 6:30AM-5:00PM.

This Agreement is a contract between you ("Vendor" or "You") and THE VALLEY'S MARKETPLACE, L.L.C. ("VMP") whereby you agree to lease from VMP certain commercial space (described in greater detail below), subject to the terms and conditions set out herein to which you and VMP hereby agree:

This Agreement contains provisions (below) that govern how claims that you and VMP have against each other are resolved, including limitations on the recovery of damages, indemnification provisions, and an arbitration agreement that requires you to submit any claims or disputes that you have against VMP to binding and final arbitration, among other provisions.

SALES DAY	PRICE FOR 4 WEEKS		SALES HOURS	SALE LOCATION
MONDAY	Monday to Friday \$168 regular \$232 corner		6:00 AM – 3:00 PM	In Parking Lot
TUESDAY			6:00 AM – 3:00 PM	In Parking Lot
WEDNESDAY			6:00 AM – 3:00 PM	In Parking Lot
THURSDAY			6:00 AM – 3:00 PM	In Parking Lot
FRIDAY			6:00 AM – 3:00 PM	In Parking Lot
SATURDAY	Regular - Sec 1 -\$120	Doubles – Sec 1 & 2- \$240	6:00 AM – 4:00 PM	Inside Flea Market
SUNDAY	Sec 2 & 3 - \$112		6:00 AM – 5:00 PM	Inside Flea Market
SECTION B	Regular \$150	Corner \$180	6:00 AM – 4:00 PM	Inside Flea Market
SECTION M	\$300 (18' X 18')		6:00 AM – 5:00 PM	In Parking Lot
ADVERTISING ON FENCE		\$120	---	---

REQUIRED DEPOSIT IS 4 WEEKS OF RENT + \$20

- ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT GIVE REFUNDS, EXCHANGES OR CREDIT.
- All spaces at VMP are sold on a reservation basis. Vendor must have a valid ticket to a space before entering the sales area (parking lot and inside the flea market).
- ONLY CASH IS ACCEPTED for daily vendors and checks and cash for fixed vendors.
- We suggest that vendors purchase reservations in advance in the office for days within the current week. Tickets are sold from Monday to Friday from 8 a.m.-5 p.m. and on Saturday and Sunday from 6:30 a.m. to 5 p.m. The vendor will also be able to buy reservations in the ticket booth on the days of sale on Monday through Sunday from 6 a.m. to 9 a.m. (at the entrance to Gate 00). ALL SPACES AFTER 9:00 AM ARE CONSIDERED AVAILABLE AND NOBODY MAY OCCUPY THE SPACE WITHOUT FIRST HAVING PURCHASED A TICKET AT THE TICKET BOOTH (GATE 00 and/or OFFICE).

ENTRY AND EXIT HOURS OF SALES AREA FOR VENDORS

Entry hours for vehicles	Exit hours for vehicles
Monday thru Friday 6:00 AM - 9:00 AM	Monday thru Friday 3:00 PM (subject to change)
Saturday 6:00 AM - 9:00 AM (subject to change)	Saturday starting at 4:00 PM (subject to change)
Sunday 6:00 AM - 9:00 AM (subject to change)	Sunday starting at 4:00 PM (subject to change)

- The entry and exit of vehicles and driving of vehicles within the property during peak hours is prohibited (EMERGENCIES only). Peak hours are the following: Mon-Fri 10:00 a.m. – 3:00 p.m. and Sat-Sun 10:00 a.m. – 4:00 p.m.
- The entrance and exit gates for vendors are Gate 00.
- IN THE CASE OF AN EMERGENCY WHEN YOU MUST DRIVE YOUR VEHICLE DURING PEAK HOURS, THE VENDOR MUST CONTACT THE OFFICE AT (956) 781-1911 OR FIND THE NEAREST SECURITY GUARD TO ESCORT YOUR VEHICLE TO THE DEPARTURE GATE.

DRIVING A VEHICLE WITHIN THE PROPERTY -- ESPECIALLY DURING PEAK HOURS -- IS DANGEROUS. EVEN WITH AN ESCORT, THE DRIVER IS SUBJECTING HIMSELF, PASSENGERS, AND PEDESTRIANS TO GREAT RISK OF PERSONAL INJURY OR DEATH. VMP RECOMMENDS THAT YOU AVOID DRIVING ON THE PREMISES OF VMP. ANY DRIVING ON THE PREMISES OF VMP IS AT YOUR OWN RISK. YOU HEREBY INDEMNIFY VMP AND HOLD VMP HARMLESS FOR ALL LIABILITY, INCLUDING NEGLIGENCE, ARISING FROM ANY DRIVING BY YOU OR YOUR VEHICLE ON THE PREMISES OF VMP.

EXTRA CHARGES	SALES DAYS
Deposit for fruit and tire vendors	Monday thru Friday \$25 x day x vendor
Deposit for fruit and tire vendors	Saturday and Sunday \$25 x day x vendor
Tables	Sunday \$2 x extra table
Electricity	Saturday and Sunday \$2 x space (normal use)
Flyers, leaflets or paper advertising	Monday thru Saturday \$25 x vendor x day
Flyers, leaflets or paper advertising	Sunday \$50 x vendor x day

RULES AND REGULATIONS FOR VENDORS

The following is a list of rules and regulations (“Rules”) that all Vendors of THE VALLEY’S MARKETPLACE, L.L.C. MUST follow. These Rules are part of this Agreement. If you have questions regarding any of the following items, please contact the ticket sales office. Management may prohibit the sale of any goods it deems detrimental to the integrity of THE VALLEY’S MARKETPLACE, L.L.C. Violation of these Rules is a breach of this Agreement and such violation could, among other remedies, result in expulsion from the market. Any failure by VMP to act upon a violation of any rule shall not constitute a continuing waiver or a waiver of any subsequent violation of the same or different rule. Please submit your questions or concerns to the ticket sales office or call (956) 781-1911 during business hours.

YOUR SPACE

1. All Vendors must lease a space for a minimum duration of 8 weeks with THE VALLEY’S MARKETPLACE, L.L.C. THE VALLEY’S MARKETPLACE L.L.C. Requires that vendor pay a deposit in advance of 4 weeks rent plus \$20 dlls
2. Each Vendor must apply for their space in person with legal valid photo identification. The allocation of spaces is at the sole discretion of THE VALLEY’S MARKETPLACE, L.L.C. ticket sales office.
3. THE VALLEY’S MARKETPLACE, L.L.C. requires that the Vendor pay rent 4 weeks in advance, which will serve to guarantee a space for said duration.
4. The Vendor must pay their rent and deposit by the day that they begin to use their space to receive their ticket to the facilities of THE VALLEY’S MARKETPLACE, L.L.C.
5. **In exchange for your payment of rent to VMP, VMP conveys to you a leasehold in your respective space within the VMP premises (“Space”). You have the exclusive right to control your Space -- including the exclusive right to control any activities, occurrences, and persons within your Space -- during the term of the lease. Said exclusive right to control is subject only to the Rules stated herein and also to the terms of this Agreement. The parties hereby agree and represent that the purpose of said Rules is to protect the integrity of the VMP at large; any interference (if any) imposed by the Rules upon your right to control your Space is incidental to said stated purpose. You may create your own rules for your own space (provided that your rules do not result in a violation of VMP’s Rules). You are solely responsible for ensuring the safety and security of persons and property within your Space. YOU HEREBY INDEMNIFY, RELEASE, AND HOLD HARMLESS VMP FOR ALL INJURIES TO PERSONS AND**

PROPERTY AND DEATH TO PERSONS OCCURRING WITHIN YOUR SPACE OR ARISING FROM THE OPERATION OF YOUR SPACE, INCLUDING THOSE RESULTING FROM NEGLIGENCE.

6. To make any changes/modifications to your Space, you must first notify the ticket sales office of your plans in writing. Then you will be informed if you are or are not authorized by THE VALLEY'S MARKETPLACE, L.L.C. The hours to work on modifications in the inside area for vendors is MONDAY thru FRIDAY from 10:00 a.m. to 5:00 p.m., with required authorization. Any changes / modifications to your Space must be performed by licensed professionals.
7. THE VALLEY'S MARKETPLACE, L.L.C. reserves the right to reject, refuse, rent out or assign spaces to anyone.

CANCELLATION OF A FIXED SPACE

1. For a "fixed space," the initial term of this lease is 8 weeks. After the initial term ends, this lease will renew automatically for four weeks until an event of termination occurs, at which time the lease may be terminated. The events of termination are: (A) failure to pay rent when due; (B) breach of this Agreement, including the violation of any Rules.
2. Additionally, all Vendors must appear in person with legal photo identification and give notice a minimum of one week in advance of rent expiration to cancel their space.
3. The deposit will be refunded one week after your lease term has expired. It can be collected in the ticket sales office on Monday thru Friday from 8:00 a.m. to 5:00 p.m.
4. To make the reimbursement of the deposit valid, the Vendor must ensure that their space is completely clean without any kind of construction or waste, without incurring any damage to THE VALLEY'S MARKETPLACE, L.L.C facilities, and they must also have a balance of \$0.00 dollars in their account. If these rules are not followed, your deposit will not be refunded.

VENDOR RESPONSIBILITIES IN REGARDS TO THEIR SPACE

1. All Vendors are responsible for reporting their taxes on their sales and for obtaining all permits that are required by authorities.
2. The Vendor must assume responsibility for their behavior, merchandise, materials used and their actions in addition to keeping under control, protecting and supervising their children within their space.
3. It is the responsibility of the Vendor to stop by the ticket sales office of THE VALLEY'S MARKETPLACE, L.L.C. to pay for their rent before their lease term expires. Any payment made after the due date will be subject to an extra \$20.00 fee.
4. All Vendors must keep their space safe and clean. Any rented space that is determined by VMP to pose any kind of risk to the integrity/safety of any person or THE VALLEY'S MARKETPLACE, L.L.C. is in breach of this Agreement and shall be shut down. This does not supplant your duty to regulate your own space by virtue of your exclusive right to control your space, including your obligation to ensure the safety and security of persons and property within your Space.
5. Blankets, wood and metal sheets that are found broken or unstable shall be removed without notice with an extra charge for cleaning.
6. All vendors will maintain their space and parking area clean. The vendor must take the trash from their space with them and not leave it in the garbage dumps of THE VALLEY'S MARKETPLACE, L.L.C. or they may be subject to a fine and possibly be banned from reentry.
7. All vendors must limit their merchandise, tables or displays within the limits of their space. Any tents or canopies should be well secured, without causing any damage to the pavement. The vendor is responsible for any harm or damage caused by a tent, awning or exhibition.
8. It is prohibited to hang, accommodate, or display any object or merchandise in the corridors, chain-link fences or to invade the space next to you.
9. Any electrical work that is required in your space must be authorized by management and performed by a certified, licensed professional electrician.
10. All Vendor must be present in their rented space no later than 9:00 a.m. or it shall be deemed available to rent by the ticket sales office, without any refunds or credit available.
11. All Vendors must follow the rules of THE VALLEY'S MARKETPLACE, L.L.C.

12. Renting or subleasing of spaces to third parties is prohibited. The transfer of open spaces is prohibited. The transfer of spaces with construction is prohibited without authorization from the ticket sales office. Whatever written or verbal arrangement between vendors without prior authorization will be denied by the management.
13. All electrical devices must be disconnected when you leave your space. Extension cords may not be hung over corridors or run across the ground. All electrical work must be performed by a certified, professional electrician.
14. Washing spaces with water or the dumping of water in the corridors during sales hours is not permitted.

OVERDUE AND CANCELLED RENT

1. Vendors who have overdue rent of 10 days or more who have not given a notice of cancellation or standby will be automatically cancelled.
2. If 10 days have passed after the due date indicated on the receipt and a Vendor has not paid their rent and/or liquidated their total balance, THE VALLEY'S MARKETPLACE, L.L.C. shall, without prior notice, remove and dismantle any rooms, construction, or covered merchandise found within the Vendor's space. THE VALLEY'S MARKETPLACE, L.L.C. will store the merchandise for 5 business days, and shall proceed to dispose of it after then. Merchandise may be claimed in the course of those 5 business days by the Vendor and may be returned to the tenant or vendor after they have paid off their late balance and space cleaning charges to THE VALLEY'S MARKETPLACE, L.L.C.
3. **To the extent (if at all) that VMP must satisfy the requirements set out in Chapter 24 of the Texas Property Code in order to commence or prosecute any action (e.g., forcible entry and detainer) related to you and/or your Space, including an action to cause you to vacate your Space in the event of breach (e.g., non payment of rent) of this Agreement, the parties agree that the notice period provided for in Tex. Prop. Code § 24.005 is hereby shortened to one (1) day.**
4. THE VALLEY'S MARKETPLACE, L.L.C. reserves the right and authority to cancel your rent without a remaining balance under any circumstance of risk, threat, inappropriate behavior or failure to follow the regulations of the THE VALLEY'S MARKETPLACE, L.L.C.'s facilities or personnel.

ENTRY, EXIT AND ACCOMODATING VENDOR IN THEIR AREA IN THE PROPERTY

1. All vendors must possess a current rent agreement prior to passing through the gate. Anyone who does not have his or her rent agreement shall pay the daily rate of admission to enter. The employees of the vendor must pay the admission fee if they arrive at a different time than that of the vendor. All vendors must correctly display their rent agreement at the entrance booth.
2. No one may occupy a space without having paid the rent for that space.
3. All vendors will be responsible for reviewing their space's agreement before leaving the ticket sales office or entrance booth. THE VALLEY'S MARKETPLACE, L.L.C. is not responsible for inclement weather or natural disasters. WE DO NOT OFFER REIMBUREMENTS, DAY EXCHANGES OR CREDITS.
4. THE VALLEY'S MARKETPLACE, L.L.C. requires all Vendor to enter facilities through the designated entrances for their sales area during scheduled hours (see schedule for vendors). Vendor must respect and follow the rules, or otherwise be considered a trespasser to the property.
5. Entry and exit schedules for Vendor and clients of THE VALLEY'S MARKETPLACE, L.L.C. are subject to change without prior notice.
6. All Vendor must use the space number indicated on their agreement on the day(s) that have been rented out.
7. All Vendors and other individuals who drive within the property of THE VALLEY'S MARKETPLACE, L.L.C. must have a valid driver's license and insurance. All driving must be during scheduled hours, without exceeding a speed of 5 MPH, or they shall be subject to being expelled from the property.
8. It is strictly forbidden to park or use areas that are not your assigned or rented space.
9. You may not leave your vehicles or trailers in rented spaces or non-rented spaces during hours that are not authorized.
10. One car is permitted per Vendor, when that area has parking and the vendor must park within the limits of their designated space. Should construction or the parking of their vehicle block traffic, the vehicle must be moved to a parking area designated for the general public. It is prohibited to use the parking of another vendor space, even if it is empty.

- a. In the case of an emergency, should a Vendor need to drive their vehicle to exit the property during peak hours (10:00 a.m. – 3:00 p.m. on weekdays and 10:00 a.m. – 4:00 p.m. on Saturdays and Sundays), they must contact the ticket sales office, which will send an employee to escort the vehicle to the nearest exit. (Vendors also have the option of leaving their vehicles in the buyer and visitor parking lot if they wish to leave before the scheduled time). DRIVING A VEHICLE WITHIN THE PROPERTY -- ESPECIALLY DURING PEAK HOURS - IS DANGEROUS. EVEN WITH AN ESCORT, THE DRIVER IS SUBJECTING HIMSELF, PASSENGERS, AND PEDESTRIANS TO GREAT RISK OF PERSONAL INJURY OR DEATH. VMP RECOMMENDS THAT YOU AVOID DRIVING ON THE PREMISES OF VMP. ANY DRIVING ON THE PREMISES OF VMP IS AT YOUR OWN RISK. YOU HEREBY INDEMNIFY VMP AND HOLD VMP HARMLESS FOR ALL LIABILITY, INCLUDING NEGLIGENCE, ARISING FROM ANY DRIVING BY YOU OR YOUR VEHICLE ON THE PREMISES OF VMP.

11. ONLY PEOPLE WITH A VALID DRIVER'S LICENSE AND VALID INSURANCE OF THE VEHICLE WILL HAVE PERMISSION TO DRIVE WITHIN THE PROPERTY. PEOPLE WITHOUT A VALID DRIVER'S LICENSE OR INSURANCE ARE NOT ALLOWED TO DRIVE WITHIN THE PROPERTY.

STRICTLY PROHIBITED TO BRING OR TO SELL THE FOLLOWING:

The following items may not be brought in, possessed, or sold on the premises of VMP:

1. Alcohol of any kind (including beer). IT MAY NOT BE BROUGHT IN OR SOLD.
2. Meals, beverages, drinks, snacks, candies, etc. or any kinds of food or drinks that are exclusively sold by MERCADOME L.L.C. No person may sell prepared foods that are ready to be eaten within the facilities or their rent agreement shall be canceled immediately.
3. Guns (of all types including high caliber rifles) and ammunition.
4. Obscene or pornographic materials (magazines, movies, etc.) should be covered for their exhibition.
5. Airsoft guns, ninja stars, nunchucks, defense/pepper sprays and knives may, if not illegal, be sold in accordance with applicable law; furthermore, those items should only be sold to responsible people over the age of 18.
6. Smoke bombs, fireworks, harmful explosive or flammable firelights or any other form of hazardous materials (including bullet casings).
7. Petitions, political or religious materials (including brochures, flyers, pamphlets, etc.) unless approved by management.
8. Counterfeit or pirated goods, including but not limited to the following: audiocassettes, CDs, DVDs, clothing, bags, etc.
9. Gambling, raffles or sweepstakes.
10. Drugs, medicines, pharmaceutical drugs or medicines requiring a prescription.
11. ALL MERCHANDISE THAT IS PROHIBITED BY LAW.

OTHER PROHIBITED CONDUCT

The following is not permitted on the premises of VMP:

1. Animals (including pets) free within the space are not allowed, unless they are service animals that are specifically trained to aid a person with a disability. Animals brought to be sold must be in clean cages with appropriate food and water for consumption. Dangerous pets are not allowed. The vendor is responsible for fulfilling and acquiring government requirements and permits for the sale of animals.
2. The use of skates, skateboards, bicycles or any other types of similar vehicle, with the exception of wheelchairs, is not permitted on the property.
3. Radios, stereos, microphones should be kept to a minimum volume, in agreement and discretion of management.
4. All vendors who deliver any kind of service must receive prior approval by the management.
5. Application requests, traveling sales, free offers, sweepstakes, surveys, raffles or petitions are not allowed unless authorized by management.
6. The burning of candles is prohibited.
7. All electrical work must be performed by a certified, licensed, professional electrician.
8. It is strictly prohibited to block doors, gates, emergency exits and no-parking zones marked with red lines.
9. Washing spaces with water or the dumping of water in the corridors during sales hours is not permitted.

FEES AND RATES

1. A fee of \$20 USD will be applied to late payments. (Payments are considered to be late the day following the rent expiration date).
2. Personal checks are only accepted from Vendor who have a rent agreement with THE VALLEY'S MARKETPLACE, L.L.C. (a \$35 fee will be applied to checks without funds).
3. The use of electricity will be charged and will be determined by its usage and the time that is required by the seller during sales days. There will be an extra charge on the next rent agreement when electricity is left running due to negligence or if electricity is used outside the normal sales days.
4. The fee to use a "normal" switch (ex. a radio or fan) will be \$2 per space per day.
5. Each space has the right to one free table. The fee for the use of extra tables will be \$2 per table. (If found damaging or breaking a table in any form, you will be charged a fine of \$50 for each damaged table.)
6. Any left over garbage, rubble or wooden planks in the facilities of THE VALLEY'S MARKETPLACE, L.L.C. that have resulted from modifications made by the Vendor to his/her space will result in a \$50 fine that will be added to the next rent bill.
7. All Vendors who sell raw fruits and vegetables and car tires will be charged a \$25 deposit per day per vendor. This deposit will be returned at the end of day when the space has been cleaned.
8. People handing out flyers, pamphlets, or publicity on paper will be charged \$25 or \$50, depending on the day and must be authorized by the management in the ticket sales office.

IMPORTANT PROVISIONS AFFECTING YOUR RIGHTS AND REMEDIES

These provisions survive the termination of the lease of your space.

1. The Vendor is a tenant and independent contractor. The Vendor, his employees, subcontractors, operations and equipment used and provided by the Vendor will always and exclusively be under the supervision and control of the Vendor. The Vendor, his employees, and his subcontractors cannot be employees, agents or partners of VMP. The VMP cannot be a director, supervisor or controller of the operations and methods which the Vendor uses to control his rented space or business management.
2. Sales tax permits and the collection of taxes or other governmental, state or city requirements shall be the sole responsibility of the Vendor. The Vendor agrees to comply with all legal requirements. THE VALLEY'S MARKETPLACE, L.L.C. is not responsible for any sale and/or display of materials or merchandise exhibited or performed by the Vendor.
3. The Vendor in being an independent contractor assumes the entire responsibility for any complaints and demands from injures, including death, from people and of any damages causing the destruction of any property (whether owned by VMP, other vendors, or the general public), including any acts or omissions caused by the Vendor's agents, employees, and subcontractors and from the general public, which may be entirely or partially based on the negligence of the Vendor and/or his agents, employees, and subcontractors.
4. **The Vendor agrees to indemnify and keep THE VALLEY'S MARKETPLACE, L.L.C. and their representatives and their employees, agents and the general public free from liability and agrees to protect them from any suit or demand and compensate for the damages against THE VALLEY'S MARKETPLACE, L.L.C. related to the negligence or misconduct of the Vendor, his agents, employees, or subcontractors in the THE VALLEY'S MARKETPLACE, L.L.C.**
5. **The Vendor will indemnify and keep THE VALLEY'S MARKETPLACE, L.L.C. free from responsibility of costs, including legal expenses, damages, losses or any other liability for preventive demands by failure of the Vendor and his agents, employees, and subcontractors to pay services, jobs, materials or equipment.**
6. **DAMAGE LIMITATIONS:**
 - A. CONTRACT. ALL PARTIES TO THIS CONTRACT -- ALONG WITH THEIR REPRESENTATIVES, AGENTS, EMPLOYEES, AND PRINCIPALS -- AGREE TO LIMIT ANY RECOVERY OF DAMAGES UNDER THIS CONTRACT (E.G., FOR BREACH OF CONTRACT) TO A **MAXIMUM SUM EQUAL TO THE AMOUNT OF THE RENTAL PAID BY THE VENDOR FOR THE CURRENT TERM OF THE LEASE OR TO THE AMOUNT OF \$1,000, WHICHEVER IS LESS, AS AN AGREED-UPON LIMITATION OF DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY.** SAID LIMITED SUM ENCOMPASSES ALL DAMAGES, REGARDLESS OF TYPE. ALL PARTIES TO THIS CONTRACT HEREBY REPRESENT TO ONE ANOTHER THAT THE HARM CAUSED BY ANY BREACH OF THIS CONTRACT BY ANY PARTY IS INCAPABLE OR DIFFICULT OF ESTIMATION AND THAT SAID SUM OF LIMITED DAMAGES IS A REASONABLE FORECAST OF JUST COMPENSATION, AND FURTHER REPRESENT TO ONE

ANOTHER THAT SAID DAMAGES LIMITATION IS A REASONABLE AMOUNT GIVEN THE DIFFICULTIES OF PROOF OF LOSS AND GIVEN THE INCONVENIENCE OR NONFEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY.

- B. TORT. THE PARTIES HEREBY AGREE TO LIMIT THEIR RECOVERY OF TORT DAMAGES IN THE FOLLOWING RESPECTS. IF ANY OF US (INCLUDING VMP, YOU, ANY REPRESENTATIVES, AGENTS, EMPLOYEES, AND PRINCIPALS) SHOULD BE FOUND LIABLE TO ANY OF THE OTHER OF US IN TORT (INCLUDING NEGLIGENCE) INCLUDING FOR LOSS, DAMAGE OR INJURY IN ANY RESPECT, THE **PLAINTIFF(S)' / CLAIMANT(S)' LIABILITY SHALL BE LIMITED TO A MAXIMUM OF A SUM EQUAL TO \$1,000**, AS THE AGREED UPON LIMITATION ON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY. SAID LIQUIDATED SUM ENCOMPASSES ALL DAMAGES, REGARDLESS OF TYPE. ALL PARTIES TO THIS CONTRACT HEREBY REPRESENT TO ONE ANOTHER THAT THE HARM CAUSED BY ANY NEGLIGENCE, TORT, OR BREACH OF DUTY COMMITTED BY ANY OF SAID PARTIES IS INCAPABLE OR DIFFICULT OF ESTIMATION AND THAT THE AMOUNT OF SAID LIMITATION UPON DAMAGES – I.E., \$1,000 – IS A REASONABLE FORECAST OF JUST COMPENSATION, AND REPRESENT THAT SAID AMOUNT OF LIMITED DAMAGES IS REASONABLE GIVEN THE DIFFICULTIES OF PROOF OF LOSS AND GIVEN THE INCONVENIENCE OR NONFEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY. THE PARTIES AGREE THAT THIS PROVISION DOES NOT WAIVE OR PREVENT THE FULL APPLICABILITY OF CHAPTER 33 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE (PROPORTIONATE LIABILITY SCHEME).
7. **WAIVER OF PUNITIVE DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, ALL PARTIES TO THIS CONTRACT HEREBY WAIVE ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE DAMAGES (EXEMPLARY DAMAGES) AGAINST THE OTHER -- REGARDLESS OF WHETHER THE UNDERLYING CAUSE(S) OF ACTION SOUND IN TORT OR CONTRACT -- AND THE PARTIES HEREBY AGREE THAT, IN THE EVENT OF A DISPUTE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO THE RECOVERY OF ACTUAL DAMAGES (IF ANY) IT SUSTAINS.
8. **ATTORNEY'S FEES.** ATTORNEY'S FEES ARE NOT RECOVERABLE BY ANY PARTY UNDER THIS CONTRACT.
9. **INDEMNIFICATION.** THE VENDOR SHALL INDEMNIFY AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE VALLEY'S MARKETPLACE, LLC, ALONG WITH ITS PRINCIPALS, AGENTS, OWNERS, MEMBERS, EMPLOYEES, AND SUCCESSORS ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR LIABILITY, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO THE VENDOR'S RELATIONSHIP WITH INDEMNITEES -- INCLUDING BUT NOT LIMITED TO INJURY OR DEATH OF PERSONS AND INJURY TO PROPERTY -- INCLUDING ACTS OR OMISSIONS CAUSED BY OR ARISING FROM ONE OR MORE OF THE INDEMNITEES' OWN NEGLIGENCE.
10. **BINDING ARBITRATION:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN THE EVENT OF ANY DISPUTE(S) -- INCLUDING TORT CLAIMS -- INVOLVING, RELATING TO, ARISING FROM, OR CONNECTED IN ANY MANNER TO THIS AGREEMENT OR TO THE PARTIES' TRANSACTION(S) OR TO THE PARTIES' RELATIONSHIP(S) INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING INJURY AND/OR DEATH AND/OR INJURY TO PROPERTY ("DISPUTE(S)"), THE PARTIES AGREE TO ARBITRATE SAID DISPUTE(S) AND THE PARTIES AGREE THAT SAID DISPUTES SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, WITH SUCH ARBITRATION TO BE CONDUCTED BY AN ARBITER RESIDING IN HIDALGO COUNTY, TEXAS. IF THE PARTIES CANNOT AGREE ON SUCH ARBITER, A SUIT SHALL BE FILED WITH A COUNTY COURT OF LAW IN HIDALGO COUNTY SOLELY TO APPOINT AN ARBITER RESIDING IN HIDALGO COUNTY, TEXAS TO ARBITRATE SUCH DISPUTE(S). THERE SHALL BE NO OTHER ISSUE BEFORE THE COURT AT LAW OTHER THAN APPOINTMENT OF SUCH ARBITER AND THE EVENTUAL RENDITION OF A JUDGMENT AFTER FINAL DECISION IS MADE BY ARBITER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES HEREBY AGREE THAT THE ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, AND SHALL NOT BE GOVERNED BY THE TEXAS ARBITRATION ACT. DECISIONS OF THE ARBITRATOR (ARBITER) SHALL BE IN ACCORDANCE WITH APPLICABLE LAW (E.G., STATUTORY OR CASE LAW THAT APPLIES UNDER THE FACTS PRESENTED) AND NOT BASED UPON THE PRINCIPLE OF *EX-AEQUO ET BONO*. THE ARBITRATOR SHALL STATE THE REASONS FOR ANY AWARD AND SHALL NOT HAVE THE POWER TO AMEND OR MODIFY THIS AGREEMENT. THE UNSUCCESSFUL PARTY (AS DETERMINED BY THE ARBITRATOR) SHALL PAY ALL COSTS OF ARBITRATION, INCLUDING COSTS OF THE OTHER PARTY. THE PARTIES AGREE THAT, BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE PARTIES GIVE UP THEIR RIGHT TO TRIAL BY JURY OF ANY CLAIM EITHER MAY HAVE AGAINST THE OTHER. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, BINDING, AND CONCLUSIVE ON THE PARTIES. THE PARTIES AGREE THAT, IF ANY TERM OR PORTION OF THIS ARBITRATION PROVISION IS DECLARED VOID OR UNENFORCEABLE, SUCH TERM / PORTION SHALL BE SEVERED AND THE REMAINDER OF THIS ARBITRATION PROVISION SHALL BE ENFORCEABLE.

11. The Vendor agrees to keep THE VALLEY'S MARKETPLACE, L.L.C. out of any circumstance or action of claim as a result of any negligence resulting from use of the facilities.
12. The Vendor once installed in the rented space will notify THE VALLEY'S MARKETPLACE, L.L.C. management immediately of any dangerous conditions present or to be present in the future.
13. The parties hereby agree that, if any term or portion of this Agreement (regardless of whether it is situated within this section or a different section) is declared void or unenforceable, such term / portion shall be severed and the remainder of this Agreement shall be enforceable.
14. This Agreement constitutes the parties' complete agreement and supersedes any prior agreement(s). Any agreement contrary to, or modifying, any of the provisions included in this Agreement must be **in writing and be signed by VMP**. Any oral agreements or representations do not alter this Agreement. The Vendor acknowledges that this Agreement may be modified from time-to-time, including by way of electronic signature, in which case the Vendor understands and acknowledges that a copy of such modified agreement (signed by VMP) will be posted near the electronic signature device. If the Vendor wishes to enter into the modified Agreement, the Vendor agrees and represents that an electronic signature binds the Vendor to the modified agreement the same as if the parties had signed in ink.

ADDITIONAL REGULATIONS FOR VENDORS IN SECTION A and B

DIMMENSIONS: The booth space dimensions are 11' wide x 20' deep.

CORRIDOR CORNERS: Corners are exclusively for use by THE VALLEYS MARKETPLACE L.L.C. We may rent available corner booths, when they are not in use. When the booths are needed, we will give a month's notice to take possession of the space.

ACCESS: Vendors may access their spaces only to drop off merchandise from Monday to Friday between 10:00 a.m. and 5:00 p.m.

ELECTRICITY: Each space shall have its own electrical outlet and may only be used for common, electrical appliances, such as a light and/or fan. Electricity use will have an extra fee. Any other appliance in use that requires electricity will result in additional fees.

WATER AND DRAINAGE: Water and service drainage services will only be available for owners of businesses such as beauty parlors or authorized health service offices. The vendor will be responsible for installation expenses. A fee of \$40.00 for use of this service shall be added to the space rent bill every 4 weeks.

TABLES: Tables are not included in services and the use of tables that belong to VALLEYS MARKETPLACE L.L.C. is not allowed.

CHANGES: ANY CHANGES OR MODIFICATIONS OF THE BOOTH MUST BE REQUESTED AND PRE-AUTHORIZED IN WRITING BY THE TICKET VENDING OFFICE. IF YOU ARE RENTING OUT MULTIPLE SPACES AND NEED THE REMOVAL OF A WALL, YOU ARE REQUIRED TO COMPLETE A MINIMUM OF A 12-MONTH LEASE AFTER THE CHANGE. IN THE CASE OF AN EARLY CANCELLATION PRIOR TO COMPLETION OF THE 12 MONTHS, THE DEPOSIT WILL NOT BE REFUNDED. (WALLS WILL ONLY BE REMOVED BY VALLEYS MARKETPLACE L.L.C. PERSONNEL)

THE SPACE IS NOT A STORAGE ROOM. IT IS A RETAIL SPACE AND IT IS OBLIGATORY TO MAINTAIN IT OPEN EVERY SATURDAY AND SUNDAY.

STRICTLY PROHIBITED IN SECTION B

1. Parking or abandoning vehicle at any moment. Your space will not have a parking spot. You must park your vehicle in the public, parking lot.
2. Having a disordered or untidy space. THE VALLEYS MARKETPLACE L.L.C. is constantly making changes to improve its image, which requires having each individual space being presentable in every aspect.
3. Leaving trash in the hallways at any moment
4. Leaving the lights on non-vending days. This will result in an extra fee, or rent cancellation.
5. Any merchandise outside your space boundaries.
6. Hanging of advertisements or merchandise on external walls or across the passageway is not allowed. It is only allowed within your designated space.
7. Painting of the outside of the space, including the external walls or metal, roller doors.
8. Modifying or removing walls or perforating walls with screws or nails.

9. ENTRANCE OF CARS ON SATURDAYS AND SUNDAYS.

10. Lending, trespassing or subletting a space. Space allocation is exclusive to THE VALLEYS MARKETPLACE L.L.C.

VALLEYS MARKETPLACE L.L.C. IS NOT RESPONSIBLE FOR ANY DAMAGES THAT OCCUR TO THE VENDOR, THE VENDOR'S MERCHANDISE, HIS RENTED SPACE OR ANY CONSTRUCTION O REMODELING UNDER ANY CIRCUMSTANCE. ALL INFORMATION IS APPLICABLE WITHOUT EXCEPTION.

- THE VALLEY'S MARKETPLACE, L.L.C. IS NOT RESPONSIBLE FOR ANY CIRCUMSTANCE OR SITUATION REGARDING GOODS/MERCHANDISE LEFT INSIDE AND OUTSIDE SPACES.
- THE VALLEY'S MARKETPLACE, L.L.C. IS NOT RESPONSIBLE FOR ANY CIRCUMSTANCE OR SITUATION REGARDING CONSTRUCTIONS OWNED BY VENDOR.
- THE VALLEY'S MARKETPLACE, L.L.C. HAS THE RIGHT TO PROHIBIT THE SALE OR DISPLAY OF ANYTHING THAT IS DEEMED INAPPROPRIATE FOR THE MARKET.
- THE VALLEY'S MARKETPLACE, L.L.C. RESERVES THE RIGHT TO REFUSE ADMISSION TO ANY INDIVIDUAL.

It is agreed by all of the undersigned that the provisions of this Agreement shall bind, apply to, and inure to the benefit of the Vendor and VMP, and their respective representatives, associates, employees, principals, owners, agents, successors, heirs, and assigns. The person signing below on behalf of the Vendor hereby represents to VMP that he / she has the authority to bind the Vendor and has the authority to enter this agreement on behalf of the Vendor.

Name of Vendor: _____

The VALLEY'S MARKETPLACE, L.L.C.

Signature of Vendor: _____

By: _____

ID No. _____

Date: _____

Booth No. _____

Vendor ID No. _____

The Valley's Marketplace, L.L.C.

The, BIG Flea Market