



**THE VALLEY'S MARKETPLACE, L.L.C. (VMP)**

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.

These Rules and Regulations (Rules) are part of your Lease. Violation of these Rules is a violation of your Lease-

SALES DAY	PRICE FOR 4 WEEKS		SALES HOURS	SALE LOCATION
MONDAY	Monday to Friday \$188 regular \$264 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 & 2 - \$120	Doubles – Sec 1 & 2- \$240	6:00 AM – 3:30 PM	Inside Flea Market
SUNDAY			6:00 AM – 4:30 PM	Inside Flea Market
SECTION A & B	Regular \$150	Corner \$180	Sat. 6:00 AM – 3:30 PM Sun. 6:00 AM – 4:30 PM	Inside Flea Market
SECTION M	\$360 (18' X 18')		6:00 AM – 5:00 PM	In Parking Lot
ADVERTISING ON FENCE (4' x 8')		\$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 3:30 PM (subject to change)
Sunday 6:00 AM - 9:00 AM (subject to change)	Sunday starting at 4:30 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 am – 3:00 pm and Sat-Sun 10:00 am – 4:00 pm.
- The entrance and exit gates for vendors are Gate 00 or the gate assigned for the day.
- DRIVING DURING PEAK HOURS IS PROHIBITED. 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.

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 (1 fan, 1 light)	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 that all Vendors of THE VALLEY’S MARKETPLACE, L.L.C. MUST follow. These Rules are part of the lease. 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 violation of the lease 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

- All Vendors must lease a space with THE VALLEY’S MARKETPLACE, L.L.C for a minimum duration of 8 weeks (the minimum for sections A and B is 12 MONTHS). VMP requires that vendor pay a deposit in advance of 4 weeks rent plus \$20 dollars.
- 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.
- 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.
- 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.
- 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. 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 OCCURING WITHIN YOUR SPACE OR ARISING FROM THE OPERATION OF YOUR SPACE, INCLUDING THOSE RESULTING FROM NEGLIGENCE.**
- 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 am to 5:00 pm, with required authorization. Any changes / modifications to your Space must be performed by licensed professionals.
- THE VALLEY’S MARKETPLACE, LLC. reserves the right to reject, terminate, refuse, rent out or assign spaces to tenants and/or vendors or any individual with or without basis including the right to refuse renewal of any lease at the end of its term.

### **CANCELLATION OF A FIXED SPACE**

1. For a "fixed space," the initial term of this lease is 8 weeks (in sections A and B it is 12 MONTHS). 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 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 only be refunded within the following 7 days after your lease term has expired. It can be collected in the ticket sales office on Monday thru Friday from 8:00 am to 5:00 pm.
4. To make the refund of the deposit valid, the Vendor must personally appear with the receipt of cancellation of rent that was given to him in the office upon giving prior notice of its cancellation. THERE ARE NO VERBAL NOTICES.
5. The Vendor must ensure that your space is completely clean without any construction, debris, or paint and without occurring any kind of damage to the facilities of THE VALLEY'S MARKETPLACE, L.L.C, and must also have a balance of \$0.00 dollars in your account. If these rules are not followed, your deposit will not be refunded.

### **VENDOR RESPONSIBILITIES IN REGARD 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 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 these Rules 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, on chain-link fences, on any electrical systems, on any metal overhang doors 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. DO NOT PLACE OR HANG ANYTHING, INCLUDING DISPLAYS, ON ANY ELECTRICAL SYSTEM. YOU CAN ONLY TEMPORARILY USE ONE ELECTRICAL EXTENSION CORD FOR EACH SPACE. THE EXTENSION CORD HAS TO BE HEAVY DUTY 12/3 GAUGE OR 25 AMPERES MINIMUM AND IN GOOD CONDITION FOR A SINGLE, SIMPLE, ELECTRICAL CONNECTION, for example: 1 light bulb or spotlight or a fan. DO NOT USE MULTICONTACTS EXTENSION OR CONNECT ANY OTHER EXTENSION AT END OF FIRST ONE (NO DAISY-CHAINING). DO NOT COVER OR PLACE

ANYTHING OVER AN ELECTRICAL EXTENSION. 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 and preapproved by the office of THE VALLEY'S MARKETPLACE L.L.C.

14. Washing spaces with water or the dumping of water in the corridors during sales hours is not permitted.
15. THE VALLEY'S MARKETPLACE L.L.C. RECOMMENDS THAT YOU PURCHASE AN INSURANCE POLICY FOR YOUR MERCHANDISE IN THE EVENT OF ANY EMERGENCY SITUATION.
16. THE VALLEY'S MARKETPLACE L.L.C. REQUIRES THAT EACH SPACE HAS A PORTABLE FIRE EXTINGUISHER FOR USE IN THE EVENT OF EMERGENCY. WE ASK THAT YOU PLACE THE EXTINGUISHER IN A VISBLE AND ACCESSIBLE PLACE, WITH SIGNAGE POINTING TO ITS LOCATION AND HAVING PROPER INSTRUCTIONS. THE EXTINGUISHER MUST BE KEPT UP TO DATE ON ITS INSPECTION AND MAINTENANCE FOR ITS PROPER OPERATION.

### **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 these Rules 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 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 lease prior to passing through the gate. Anyone who does not have his or her re 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 lease 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 lease 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 lease 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.
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 lease 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.
12. Prohibited the sale of any animal or pet.

### **OTHER PROHIBITED CONDUCT**

The following is not permitted on the premises of VMP:

1. Animals (including pets) are prohibited unless they are service animals that are specifically trained to aid a person with a disability.
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. It is STRICTLY PROHIBITED to light candles, incense, gas grills, coal grills, electric pans, portable gas or electric stoves or any other type of equipment or material that may cause a fire.
7. It is forbidden to connect any device to an electrical plug that might overload the electrical breaker, such as: mini-refrigerators, refrigerators, electric stoves, microwaves, house heaters, air conditioners, compressors, etc.
8. Do not obstruct or cover with anything or use the electrical system for things that do not refer to electricity.
9. It is strictly prohibited to block doors, gates, emergency exits, and no-parking zones marked with red lines.
10. It is strictly prohibited to sell, use or store any flammable substances (natural gas tanks, butane, gas, oxygen, diesel, gasoline, etc.)
11. 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 lease 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 lease 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 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

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. NOTWITHSTANDING THE FOREGOING, ONLY THE VALLEY'S MARKETPLACE, LLC. MAY REQUEST AND OBTAIN A TEMPORARY RESTRAINING ORDER IN ANY COUNTY COURT OF LAW AND SUCH TEMPORARY RESTRAINING ORDER, IF OBTAINED, BY AGREEMENT OF THE PARTIES SHALL BE CONVERTED INTO A TEMPORARY INJUNCTION BY THE STATE COURT AND SHALL REMAIN VALID UNTIL THE ARBITER RULES ON THE FINAL MERITS OF THE CASE. THE INTENT OF THE PARTIES IS, EXCEPT FOR THE TEMPORARY RESTRAINING ORDER AND THE AUTOMATIC CONVERSION TO A TEMPORARY INJUNCTION BY THE COUNTY COURT AT LAW, ALL DISPUTES SHALL BE SUBMITTED TO ARBITRATION. THE ACT SHALL BE MODIFIED TO BE CONSISTENT TO THE PROVISIONS EXPRESSED IN THIS ARTICLE AND THE PARTIES' DESIRE TO HAVE ONE ARBITRER RESOLVE ALL DISPUTES BETWEEN THE PARTIES. THE VALLEY'S MARKETPLACE, LLC. SHALL HAVE THE RIGHT TO FILE AN EVICTION PROCEEDING IN A JUSTICE OF THE PEACE COURT AND THIS ARBITRATION PROVISION SHALL NOT APPLY TO SUCH EVICTION AND PROCEEDING, HOWEVER, IF THE TENANT SHALL APPEAL SUCH JUDGMENT, THE APPEAL SHALL BE REFERRED TO ARBITRATION CONSISTENT WITH THIS PROVISION.

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 these Rules (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 these Rules shall be enforceable.
14. The Vendor acknowledges these Rules 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 and in its Website.

### **ADDITIONAL REGULATIONS FOR VENDORS IN SECTION A and B**

The following is a list of additional ("Rules") for sections A and B and that all Vendors of THE VALLEY'S MARKETPLACE, L.L.C. MUST follow. These Rules are part of your lease. 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 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.

1. **SECTION A and B:** All Vendors from Section A and B must lease a space for a minimum duration of 12 months 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.
2. **DIMENSIONS:** The booth space dimensions are 11' wide x 20' deep.
3. **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.
4. **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.
5. **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. Anything else besides the above mentioned that you are using with electricity could result in a fine or even rent cancellation due to negligence.
6. **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.
7. **TABLES:** Tables are not included in services and the use of tables that belong to VALLEYS MARKETPLACE L.L.C. is not allowed.
8. **GLASS DOORS AND WINDOWS:** GLASS DOORS AND WINDOWS MUST BE TEMPERED GLASS AND WITH PREVIOUS OFFICE AUTHORIZATION.



9. **CHANGES: ANY CHANGES OR MODIFICATIONS OF THE BOOTH MUST BE REQUESTED AND PRE-AUTHORIZED IN WRITING BY THE TICKET VENDING OFFICE.**
10. **DIVISIONS OF SHEET METAL WALLS: IF YOU REQUIRE TO REMOVE A SHEET METAL WALL THAT DIVIDES THE SPACES, ASK FOR THE CHANGE IN THE OFFICE; YOU CAN NOT REMOVE THE WALL YOURSELF. (THE WALLS CAN ONLY BE REMOVED BY VALLEY'S MARKETPLACE, L.L.C. STAFF).**
11. **FOR ALL CANCELLATIONS OF RENT BEFORE THE 12 MONTHS OF LEASE ARE COMPLETED, YOUR DEPOSIT WILL NOT BE RETURNED TO YOU. (SEE CANCELLATION RULES PAGE 3).**
12. **YOUR SPACE AND/OR ROOM IS NOT A STORAGE ROOM, IT IS A RETAIL SPACE AND IT IS OBLIGATORY TO MAINTAIN IT OPEN EVERY SATURDAY AND SUNDAY. IF NOT, YOUR RENT MAY BE CANCELLED WITHOUT THE RETURN OF THE DEPOSIT OR ANY CREDIT.**

### **STRICTLY PROHIBITED IN SECTION A AND 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. You cannot put any type of advertisements or merchandise on exterior walls or in the middle of the aisle; only in your indoor sales area and without screwing, nailing or damaging the sheet metal walls.
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 OR 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.**