

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY**

**FLOOR SPACE LEASE AGREEMENT FOR
CAROLINA FOREST FLEA MARKET**

THIS AGREEMENT made and entered into the ____ day of _____, 20____, by and between Pinnacle Development #2, LLC. d/b/a/ Carolina Forest Flea Market of Myrtle Beach, Horry County, South Carolina (hereinafter called the "Lessor") and _____ (hereinafter called the "Lessee").

WITNESSE'TH:

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee the following property: Floor Space # _____ located at 4761 Hwy 501 W. Myrtle Beach, -- located in Horry County, South Carolina.
2. **TERM.** The term is monthly, beginning on _____, 20____ and ending within an indefinite period. This lease will automatically renew monthly, unless prior notice of at least 30 (thirty) days is given by either party to terminate the contract.
3. **RENT.** The Lessee shall pay to the Lessor Rent as follows: \$ _____, payable in advance each month throughout the term of this Lease. Payment is due on the first day of the month and is considered late after the fifth day in which a 10% late fee is added.
4. **DEPOSIT:** Each Lessee (vendor) shall deposit one month's rent with Lessor. This deposit can be used by Lessor to cover any rent or other charges or fees due from Lessee. This deposit is due before opening a booth. If a vendor ceases to operate and then returns to the flea market, a new vendor deposit shall be due before reopening. If you trade or move from one space to another, you must return your existing space back to its original condition before moving to the new location.
5. **USE OF PREMISES.** The Lessee shall use the leased premises as a unit to sell _____.
Lessee shall have no right to use the Premises in any other manner without the prior express written permission of Lessor which may be withheld for any reason whatsoever. In no event shall Lessee be entitled to use the Premises for the purposes of video gaming (as defined below) or for the sale of any food product (for on site or off site consumption) with the prior express written permission of Lessor which may be withheld for any reason. "Video Gaming" shall mean any gaming device using a video media which requires payment to play and provides the possibility of winning any amount for successful play whether by chance or skill. All Lessees shall be obligated to comply with all laws in its operation thereof, including all copyright, trademark, and other intangible property right laws.
6. **ASSIGNMENT OR SUBLEASE.** The Lessee shall not assign or sublet the Lease of the Demised Premises.
7. **REPAIRS AND MAINTENANCE.** The Lessee, at sole expense, shall keep the lease property as now or hereafter constituted, with all improvements made thereto, clean and in good condition, and shall make all repairs, replacements and renewals, whether ordinary or extraordinary, seen or unforeseen.
8. **DELIVERY AND SURRENDER OF PREMISES.** Lessor make no representations as to the premises for use by Lessee and by execution of this Agreement, Lessee acknowledges said fact. Lessee accepts the premises "as is, where is".
9. **ENTRY ON PREMISES BY LESSOR.** Lessor has the right to enter on the premises at reasonable time to inspect them.
10. **UTILITIES.** The Lessor shall arrange and pay all utilities furnished to the premises during the term of this Lease, including, but not limited to water, electricity, gas, and sewer. However, Lessee shall not be entitled to acquire telephone service, in any form, to the Premises without using the prescribed service provided by and through Lessor.
11. **TAXES AND ASSESSMENT.** All taxes on property owned by Lessee shall be paid by Lessee.

- 12. INSURANCE.** Lessee shall be responsible for insuring its personal property. The Lessor shall have no responsibility for the personal property of the Lessee or the insurance of same.
- 13. COVENANT OF QUIET ENJOYMENT.** The Lessee, upon payment of the rent herein, reserves and, upon the performance of all the terms of this Lease, shall, at all times during the leased term and during any extension or renewal term, peaceably and quietly enjoy the leased property without any disturbance from the Lessor.
- 14. COMPLIANCE WITH APPLICABLE LAW.** The Lessee shall comply with all governmental requirements for the Premises and goods and services sold.
- 15. IMPROVEMENT TO PROPERTY.** The Lessee shall not have the right to make any alterations and improvements to the leased property without the prior written consent of Lessor, which consent may be withheld for any reason. Should consent be granted, any improvement made to property if not permanently attached can be taken by Lessee at the time of termination to lease. If said improvement is left over 48 hours it then becomes the property of the Lessee.
- 16. SURRENDER OF PREMISES.** The lessee shall, on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the lease property to the Lessor and also shall surrender any replacement or additions or improvements constructed, erected, added or placed thereon by the Lessee or when completed, with the natural wear and tear thereof expected. Notwithstanding the foregoing, Lessee shall be required to return the Premises to Lessor in a broom swept condition. Any costs incurred by Lessor in making the Premises leasable shall be deducted from the deposit or billed to Lessee with an attached itemized statement of services provided.
- 17. HOLDING OVER.** At any expiration or cancellation of this Lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only in the amount of whatever amount determined by Lessor. **LESSOR SHALL HAVE THE RIGHT TO INCREASE OR DECREASE THE RENT SHOULD LESSEE HOLDOVER IN LESSOR'S SOLE AND ABSOLUTE DISCRETION.**
- 18. DEFAULT.** If the Lessee shall be in default in the payment of any rent due hereunder or in the performance of any conditions hereof and shall fail to correct and rectify any such default within ten (10) days from the receipt of a written registered notice thereof from Lessor, the Lessor may enter into said premises and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of Lessor to recover all rent due to the time of such entry. Additionally, in the event Lessee should pay for any service with a check that is returned for insufficient funds, the Lessee shall pay the amount shown on the check for insufficient funds and an administrative amount in the amount of Fifty and no/100 (\$50.00) Dollars.
- 19. NOTICES.** Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Lessor hereby designated its address as: **P.O. Box 7039, Myrtle Beach, SC 29572**. The Lessee hereby designates its address as:
_____.
- 20. DECLARATION OF GOVERNING LAW.** This lessee shall be governed by the laws of the State of South Carolina.
- 21. WAIVER.** Failure of either party to insist upon strict performance of any covenant or condition of this Lease in any one or more instance shall not be construed as a waiver for the future of any such covenant or condition, but the same shall be and remain in full force and effect.
- 22. BINDING EFFECT.** The terms of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in every case named and expressed and, wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heir's executors, administrators, successors and assigns of such party(s), in each and every case so expressed.

23. ENTIRE AGREEMENT; MODIFICATION. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

24. RULES AND REGULATIONS. Lessee shall be subject to the posted Rules and Regulations, which may change after the execution of this Agreement. Lessor has sole discretion in establishing the Rules and Regulations for the Flea Market.

25. INDEMNITY. Lessee agrees to indemnify and save Lessor harmless against and from any and all claims by or on behalf of any person or person, firm, or firms corporation or corporations arising from the occupation, conduct or management of or from any work or thing whatsoever done in or about the Premises, including, but not limited to, negligent acts of Lessee and/or its agents, use or misuse of utilities by Lessee, and use or misuse of machinery, apparatus, signs, stairways, and equipment. Including any liability resulting from a violation or potential violation of any environmental law. Lessee will further indemnify and save Lessor harmless from and against any and all claims arising during the term of this Lease from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, occurring during the term of this Lease, in or about the Premises, or upon or under the land adjacent thereto. Lessee shall also indemnify Lessor and hold Lessor harmless from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim listed above, Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor.

LESSEE: (Vendor) Contact information.

Name: _____ Phone: _____

Add: _____ E-mail: _____

City/St/Zip: _____

Other: _____

LESSOR:

Pinnacle Development # 2, LLC
d/b/a Carolina Forest Flea Market

By: _____
Print Name

Signature

Witness

Date: _____

LESSEE: (Vendor)

By: _____
Print Name

Signature

Witness

Date: _____