

DANIA BEACH *Marine Flea Market*®

MEMO

TO: Prospective Vendors
FROM: Jennifer Dudas
RE: 2010 Dania Marine Flea Market

In today's economy, the concept on which the Dania Marine Flea Market was founded has special meaning – providing an outlet for the marine industry to sell overstocked and used marine equipment as well as 'scratch and dent' merchandise or products that are obsolete as a result of model or design changes. If you have products or merchandise that fits this description, now is the time to reserve your space at the Marine Flea Market and turn your obsolescence into cash.

The Dania Marine Flea Market is returning to Dania Jai Alai March 18 – 21, 2010. You can take advantage of this once-a-year phenomenon by reserving a vendor location before spaces are sold-out. Vendor spaces are normal vehicle parking spaces (9 feet wide by 20 feet deep – 9' x 20') and are available for \$360 per 9 x 20 space. Vendor spaces 102 through 151 measure 20 feet wide by 10 feet deep (20' x 10') and are \$400 per space (see layout on reverse). As has been the case for the past 31 years, corner spaces and row 'end-caps' are only available as multiples of two or more. Spaces for the sale of new or used boats are \$275 per boat for boats up to 30 feet and \$375 per boat for boats 30 feet and over. Florida Sales and Use Tax of 6% applies to all vendor space rates.

Please review the layout on the reverse and then call our office to discuss your space requirements.

Once your Vendor spaces have been reserved please send the completed Agreement to Al Behrendt Enterprises. **Payment in full must accompany the signed License Agreement.**

The entire staff of Al Behrendt Enterprises is excited about the 2010 Dania Marine Flea Market at Dania Jai Alai and looks forward to helping you to better economic times in 2010.

Sincerely,



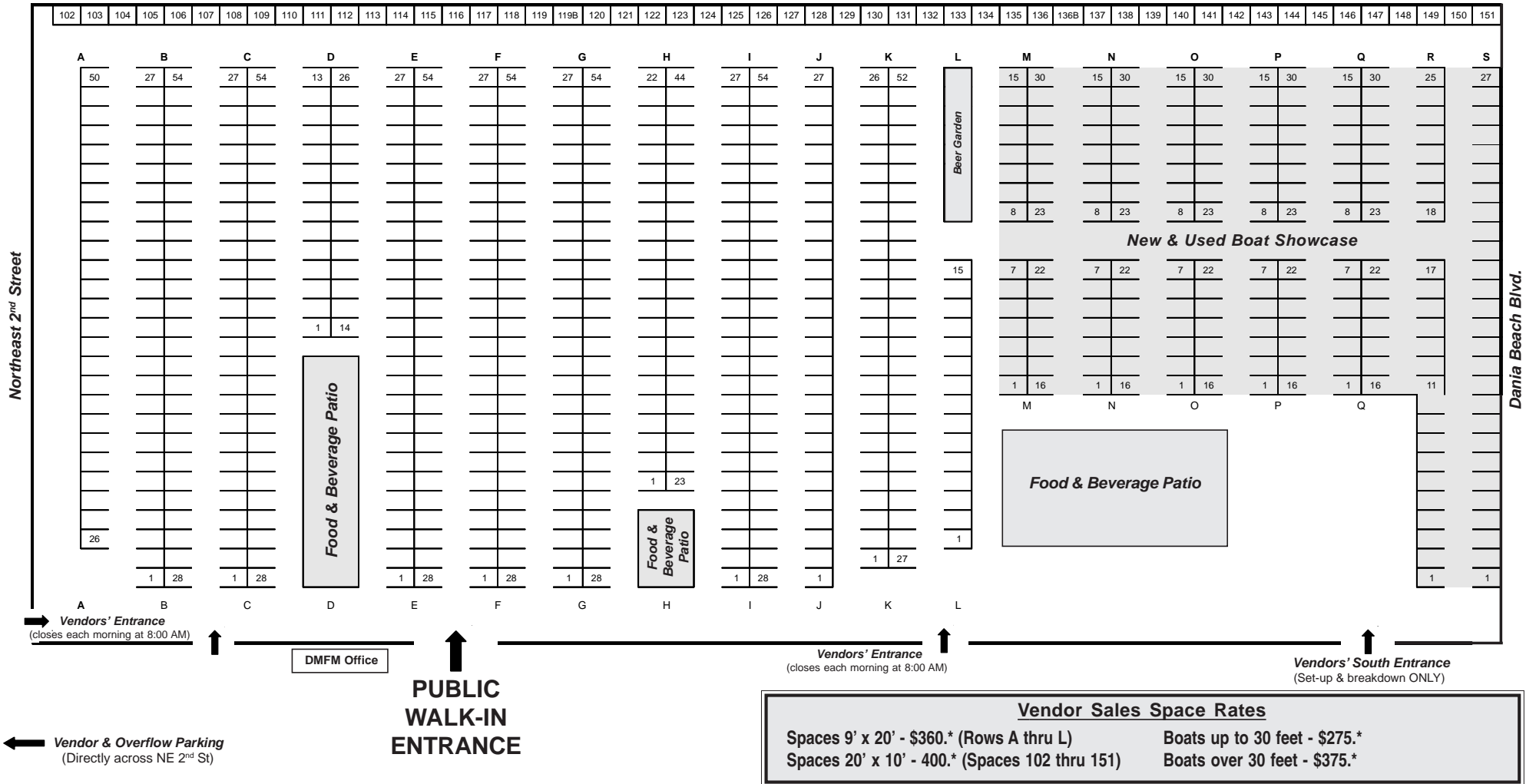
Jennifer Dudas

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(954) 920-7877 ♦ FAX (954-925-1033 ♦ Toll Free (800) 275-2260
2 Oakwood Boulevard, Suite 195 ♦ Hollywood, FL 33020

Dania Beach Marine Flea Market® at DANIA JAI ALAI

March 18 - 21, 2010 at Dania Jai Alai



32nd Annual
Dania Beach Marine Flea Market[®] at Dania Jai Alai
Vendor Space License Agreement

Please print and fill out completely!

Contact Name: _____ Licensee: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: _____ Fax: _____ E-Mail _____

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

WITNESSETH:

WHEREAS, the Licensor has leased the parking area of Dania Jai Alai Palace, located at 301 East Dania Beach Boulevard, Dania Beach, FL 33004, for use as a Marine Flea Market for the period from March 18, 2010 to March 21, 2010, inclusive, and,

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

WHEREAS, the parties hereto wish to reduce all of their prior and contemporaneous understandings to writing.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00), paid by each party to the other, receipt whereof is acknowledged by the execution of this Agreement, and in further consideration of the mutual covenants hereinafter contained.

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

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

The Licensor does hereby grant a license to the Licensee to use and occupy Space Number _____ (as shown on the diagram enclosed) for the period beginning at 6:00 A.M. on March 18, 2010 and ending at 5:00 P. M. on March 21, 2010, to be used solely and exclusively for the exhibition of maritime goods, wares and articles offered for sale to the general public by the Licensee. **THE LICENSEE SHALL NOT OFFER FOOD OR BEVERAGES FOR SALE WITHIN THE LICENSED PREMISES.**

The Licensee will be selling: _____

B. CONSIDERATION FOR LEASE

The Licensee covenants and agrees to pay the sum of \$ _____, together with \$ _____, as 6% (six percent) Florida Sales Tax for a total of \$ _____ for such license, receipt whereof is acknowledged by the licensor by the execution of this Agreement. **No Licensee will be admitted to any sales space until the license fee has been paid in full.**

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

Licensee authorized signature: _____ Date: _____

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

Card # _____ Exp Date: _____

Name on card: _____ Cardholder signature: _____

Accepted by:

AL BEHRENDT ENTERPRISES, Inc.,
a Florida corporation, Licensor

By: _____
JENNIFER DUDAS, Vice President

**Return Signed Agreement and Insurance Certificate
with your Payment to:**

AL BEHRENDT ENTERPRISES, INC.
2 Oakwood Blvd., Suite 195
Hollywood, FL 33020-1962
(954) 920-7877 FAX (954) 925-1033

Date received: _____

Payment Type: _____

Please read Terms & Conditions on reverse

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

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

II. SUBLEASING

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

III. INDEMNIFICATION OF LICENSOR

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

IV. INSURANCE REQUIREMENT

The Licensor and Carrousel Concessions Division of the Aragon Group, Inc. shall not be liable to the Licensee, its employees, agents, servants, contractors, guests, and/or visitors for any injury to such persons or to the property of such persons, including but not limited to any damages for property lost or stolen from the Licensee. The Licensee shall maintain at its own cost and expense (with coverage to commence at that time Licensee enters upon the demised space to install equipment, etc. or at the commencement of the term of this License, whichever occurs earlier) Commercial General Liability insurance on an occurrence basis with minimum limits of liability of \$1,000,000.00 for personal injury or death to any person, and \$1,000,000.00 for such bodily injury or death of more than one person, and \$1,000,000.00 with respect to damage to property. Licensee shall provide Licensor with a Certificate of Insurance showing Al Behrendt Enterprises, Inc. and/or its successors and assigns, as Additional Insured.

V. RULES AND REGULATIONS

The Licensor reserves the right to make all rules and regulations governing the Marine Flea Market and the conduct of all licensees. All rules and regulations promulgated after the execution of this agreement shall be furnished to the Licensee by written instrument and shall be binding upon the Licensee upon delivery of such written instrument setting forth such rule or regulation. **NO PETS are permitted in the Dania Marine Flea Market**

VI. CANCELLATION OF FLEA MARKET

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

VII. VEHICLES & PARKING

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

VIII. CLEANUP

The Licensee shall be obligated to clean up the licensed space (as more particularly described in Paragraph I hereinabove) and remove any and all articles placed on or in the ground, waste products, merchandise and debris from such area. The Licensee shall also cleanup any other areas where the Licensee has placed or caused to be placed any debris, waste products or articles. **No holes may be made in the asphalt for tent poles without written approval of the Flea Market office.** The licensed space shall be returned to the Licensor in what is commonly known as "broom clean" condition. ***Vendors must vacate sales space by 8:00 P.M. Sunday, March 21, 2010. The Licensor reserves the right to charge a reasonable cleaning fee to those Licensees not complying with this paragraph.***

IX. MISCELLANEOUS

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

**RETURN SIGNED AGREEMENT AND INSURANCE CERTIFICATE WITH YOUR PAYMENT.
AN EXECUTED COPY WILL BE RETURNED TO YOU WITH YOUR CONFIRMATION.**