

SAGINAW PUBLIC MARKET, LLC

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3435 SHERIDAN RD.
SAGINAW, MI 48601**

SAGINAW PUBLIC MARKET OPERATING RULES

SAGINAW PUBLIC MARKET, LLC has established the following rules to ensure a viable market that attracts a large number of satisfied customers and that provides a successful business climate for all exhibitors. All exhibitors are to make their employees aware of these rules and the need for compliance.

These rules are subject to change from time to time at the discretion of **SAGINAW PUBLIC MARKET, LLC**.

CUSTOMER RESPECT

Exhibitors are expected to conduct business between themselves and with the public in a professional manner.

On our posters throughout the market, welcoming our customers, we make the customers aware that the operating policies may vary from exhibitor to exhibitor. However, it is the responsibility of each exhibitor to clearly display in writing and to explain the refund and exchange policy to its customers so as to avoid any misunderstanding.

As explained on the posters, the exhibitor receipt should contain, at a minimum, the following information:

1. Business Name
2. Aisle number and booth number
3. Date of purchase
4. Return policy – in writing (returns and / or exchanges)

If the transaction involves a customer deposit, the exhibitor receipt should also contain:

5. Phone number outside of the Public Market

6. Terms of the sale... such as promised delivery dates on special orders and agreed upon payments and lengths of layaways.

Rudeness to customers will not be tolerated. Repeated complaints of rudeness, the exchange or refund policy will result in permanent termination of rental privileges.

Exhibitors are responsible to see that any pictures, books, records, etc. on display are acceptable for children of all ages. Pornographic books, movies, pictures, or other objectionable material are prohibited from display or sales.

Also, excluded from sale are: dangerous animals, such as vicious dogs, poisonous snakes, etc., dangerous or poisonous chemicals and other substances which could be dangerous to the public, drugs or drug paraphernalia, and other merchandise as specified from time to time by **Saginaw Public Market, LLC**.

TERM OF RENTAL

All exhibitor space at **Saginaw Public Market, LLC** is rented on a week-to-week basis and renewable at the option of Saginaw Public Market, LLC. Rents are due no later than 12:00 noon on Saturday for the following week. We encourage you to pay your rent early on Thursday or Friday to avoid the last-minute congestion in the office on Saturday morning.

Use of any space not paid for is prohibited. Exhibitors must have their rent receipt available at their booth for inspection by Saginaw Public Market personnel.

We would like to make clear that the availability of space in the building for particular product areas will continue to be controlled very closely by **Saginaw Public Market, LLC**.

Saginaw Public Market, LLC reserves the right to refuse admission to any exhibitor and to inspect all merchandise and packages.

HOURS OF OPERATION

It will be the policy of **Saginaw Public Market, LLC** to require booths to be open for our normal operating hours. We advertise extensively, and our customers respond expecting to find a full market when they arrive and until the market closes. **Saginaw Public Market, LLC will assume that any exhibitor renting space fully understands the requirement to be opened for the full Market hours.** We reserve the right to rent any booth area not in compliance with this policy to new exhibitors who will support this policy.

PARKING

All exhibitors are required to park in the outer 1/3 of the parking lot. Exhibitors may park in any parking area designated by yellow striping only. We ask that all exhibitors help police this policy for the benefit of all.

SAFE SPEED

All exhibitors and their employees are to drive on the premises in a slow and safe manner and shall always yield the right of way to pedestrian customers.

BOOTH ACTIVITY

Saginaw Public Market, LLC rents exhibitor space on a weekly basis for the express purpose of selling merchandise or services as outlined and agreed to at the time of rental.

We do not allow the subleasing of space nor will we allow any activity that is competitive in time or nature to the interests of **Saginaw Public Market, LLC** to be undertaken in this building. Specifically, there is to be no promotion of any other MARKET, TRADE SHOW, FAIR, SPECIAL EVENT, or the distribution of material soliciting exhibitors for any other event. Violation of this rule will result in immediate cancellation of rental privilege.

EXHIBITOR SET-UP TIME

The **Community Trade Center Area** (Open Friday, Saturday, & Sunday) of the Market is available to exhibitors to set up their booths as follows:

Thursday Set-Up (Day Before Space Open):	11:30 a.m. to 12:00 a.m.
Friday Set-Up:	11:30 a.m. to 12:00 a.m.
Saturday Set-Up:	9:30 a.m. to 10:00 a.m.

Set-Up in the **Community Trade Center Area** will not be permitted from Monday through Wednesday, except with the permission from the office.

The **Marketplace Square Area** (Open 6 days a week) of the Market is available to exhibitors to set up their booths as follows:

Tuesday - Thursday Set-Up:	11:30 a.m. to 12:00 a.m.
Friday Set-Up:	11:30 a.m. to 12:00 a.m.
Saturday Set-Up:	9:30 a.m. to 10:00 a.m.

During set-up hours, all exhibitors are requested to stay in and around their own booth areas. The building is not available for strolling during these times and our security people will rigidly enforce this rule for the benefit of all exhibitors.

We require that all booths be in place and open at the start of the Market hours. It is important that exhibitors return all carts to the designated area after use. We reserve the right to refuse entry for carts into the aisles of the building during the established Market hours. While individually an exhibitor may feel this rule is too strict, we have made this rule for the benefit of all exhibitors in your particular aisle. When carts are present and blocking the aisles, customers detour to other areas.

ATTENTION:

THERE WILL BE NO DISMANTLING OF BOOTHS ALLOWED DURING THE REGULAR MARKET HOURS.

ALL LOADING AND UNLOADING OF MERCHANDISE MUST BE THROUGH THE DEALER SERVICE DOOR OR TO THE STORAGE UNIT AREA. VEHICLES ARE TO BE MOVED FROM LOADING AREAS PROMPTLY AFTER LOADING OR UNLOADING IS COMPLETED. NO CARTS OR LOADING OR UNLOADING OF ANY TYPE TO BE ALLOWED THROUGH ANY GLASS DOORS.

MOVE OUTS

Exhibitors who do not renew their weekly rental are required to move their merchandise and other personal property out of the building on the last day of their last rental period—within one hour after the Market closes for business. All property not so removed shall be deemed abandoned by the exhibitor and become the property of **Saginaw Public Market, LLC** without any liability owing to the exhibitor. The premises are to be returned to **Saginaw Public Market, LLC** broom-clean and in good condition, reasonable wear and tear accepted, together with all alterations, additions and improvements that may have been made in, to, or on the premises, except movable trade fixtures put in at an exhibitor's expense.

ELECTRIC POLICY

The following considerations and rules will apply to electrical use in all booth areas. **Saginaw Public Market, LLC** provides as part of your rental charge, the normal lighting level from overhead fixtures and ceiling fans throughout the building.

The following will be considered normal level of usage and be permitted at an additional charge (see pricing sheet) for the normal electrical rate: calculator, cash register, fan, and two lighted showcases or two lamps not to exceed 100 watts.

Any electrical usage due to spotlights, revolving signs, display cases, power equipment, imprinting or any other electrical requirement beyond normal electrical usage outlined above will result in a specific weekly charge for your particular usage.

All exhibitors will be contacted and the applicable electrical charge will be determined for each display area in the building. We ask that you look at your requirements and eliminate those that are unnecessary.

CAUTION:

No space heaters of any type are to be used in the building at any time, either with or without an electrical charge. This is a direct violation of the fire code for a building of this type and will not be allowed.

Indiscriminate use of extension cords is prohibited. All necessary extension cords must be 14-3 or heavier and be used with a fused outlet box.

STATE SALES TAX

Saginaw Public Market, LLC would like to make clear our position with regard to Michigan State Treasury Department rules and regulations regarding sales tax requirements. You must have a valid in-state Sales Tax License and provide a copy to our office as requested.

For exhibitors who rent space for a brief period (usually 4 weeks or less), our office will instead provide you with the State's Form C-5603, "Concessionaire's Sales Tax Return and Payment". You are required to obtain this form from our office each week and to file the return in duplicate and pay the tax to State of Michigan Department of Treasury at the address shown on the return form. You are to retain one copy of the return for your records.

There will be no exceptions allowed, temporary or otherwise, to this policy.

ALCOHOLIC BEVERAGES

No alcoholic beverages will be allowed in any exhibit area at any time. Any abuse of alcohol by exhibitors or their employees will result in termination of rental privileges at the sole discretion of **Saginaw Public Market, LLC**.

FOOD PRODUCTS

Selling any type of food products **is prohibited** unless permission has been granted by the general manager. This includes food products such as cookies, candies, chips, soda/pop, peanuts, popcorn, etc. **A vendor must obtain permission to sell any food product prior to renting their booths or adding food products to your existing non-food products line.** There are no exceptions.

COPYRIGHTED AND TRADEMARKED MERCHANDISE

This is to remind all exhibitors of our continuing policy (and your agreement) that prohibits the sale, display, or exhibition of merchandise which infringes upon any trademark, copyright or license of characters, logos, names, or other symbols. Any violation of this continuing policy shall be grounds for immediate termination of your tenancy.

We ask your cooperation and compliance with this important matter.

SECURITY

We maintain a considerable number of employees at all times during the operating hours of the Market. Our security people have specific responsibilities and when they identify themselves to you, as an exhibitor, we ask your cooperation and assistance in allowing these people to do their jobs. The parking lots are regularly patrolled, and even so, we ask that you exercise caution and keep your vehicle locked and merchandise out of sight.

SHOPLIFTING

This area represents a very difficult problem. When shoplifting occurs, in most cases the activity has taken place against an individual exhibitor. We at **Saginaw Public Market, LLC** must exercise a great deal of restraint in handling a suspected shoplifter. We cannot make a direct accusation nor can we force a search, inasmuch as the action has not been taken against **Saginaw Public Market, LLC**. We ask that all exhibitors be of assistance to each other in watching their merchandise.

BOOTH HOUSEKEEPING AND SAFETY

All booth areas must be maintained in a clean, neat and orderly manner. Exhibitors must keep their merchandise within the designated area of their booth. No merchandise is permitted in the aisle ways.

There is to be no accumulation of trash, cartons, discontinued and returned stock or any other obvious trash. Exhibitors are not to use the trash containers located in the aisles. Instead, all trash and other refuse must be deposited in the trash containers by the loading and unloading entrance.

We insist that cleanliness be maintained and will assess a cleaning charge, if it becomes necessary, after requesting the cooperation from the exhibitor involved.

Power to each booth must be shut off by the exhibitor at closing time.

Pets are not allowed on the premises without the written permission of **Saginaw Public Market, LLC**.

Furthermore, a fire extinguisher of at least “C” class is to be maintained at each booth. Exhibitors are responsible for the purchase of such fire extinguishers and for ensuring that the extinguishers are maintained at the appropriate charge level.

BUILDING RESTRICTIONS

Exhibitor must clear any and all construction in exhibit areas through the Market Office prior to any construction taking place.

FIREPROOFING BOOTHS

All construction within the Market must be of **NON-COMBUSTIBLE WOOD**. Where this is not possible, all booths and surrounding areas must be fireproofed. Fire retardant applications are commercially available. Also, paint additives are available that can be mixed with latex paint to accomplish the needed fire retardant level.

NO SMOKING

In the interest of providing a safe and healthy environment for our patrons, exhibitors and employees and in accordance with the Michigan Clean Indoor Air (MCIA) Act, smoking is prohibited throughout the facility. Non-compliance of the smoking policy complaint is to be directed to Security or the Market Office by the main entrance. The complaint can be filed in writing or verbally.

The violator of the smoking policy will be asked to cease smoking immediately. If the violator persists, he or she will be asked to leave the facility immediately.

FIRE EXIT DOORS

Access to each of the fire exit doors must be maintained free of blockage by merchandise or other goods. All exhibitors are encouraged to report any blockage immediately to the Market Office. Safety is everyone’s responsibility.

NSF CHECKS

A fee of \$25.00 will be charged for any check tendered to **Saginaw Public Market, LLC**, which has been returned by a bank for non-sufficient funds.

INSURANCE

Although security measures are taken to provide a degree of protection for property inside the premises, exhibitors are hereby advised and understand that their personal property is not insured by or through **Saginaw Public Market, LLC** or the owner of the premises for either damage or loss, at any time and from any cause whatsoever. Furthermore, **Saginaw Public Market, LLC** and the owner of the premises are under no obligation to provide, extended coverage, vandalism, malicious mischief, or general

liability insurance to cover exhibitor's personal property or to cover any claims for personal injury, death or property damage in or about the space leased by the exhibitor. Exhibitors must seek their own insurance protection.

INDEMNIFICATION

Each exhibitor agrees to indemnify and hold harmless **Saginaw Public Market, LLC** and the owner of the premises from any loss, cost or expense of any sort or nature, and agrees to indemnify and hold harmless **Saginaw Public Market, LLC** and the owner of the premises from any liability to any person on account of any damage to persons or property resulting or occurring by reason of use and occupancy of space(s) by a exhibitor, including any liability arising from the sales of goods or services, or for any failure of a exhibitor to comply in any respect with or to perform any of the requirements and provisions of these Public Market Operating Rules.