



Lease Agreement

This lease is made between Larry & Jo Jackson D/B/A **Jackson Open Air Market** herein referred to as Lessor, and (Name/Business Name) _____ herein referred to as Lessee.

Lessor hereby leases to lessee and lessee hereby rents the following described vendor space: Space(s) numbered _____ located at **6341 FM 32 Fischer, TX 78623** referred to below as the "space." The space is leased on a flat basis. The rent shall be **\$35.00** for space from _____ until _____ on date _____.

The lessee will have daily set-up privileges two hours prior to opening. All rent payments shall be made in advance. There shall be no refunds of space rent, regardless of circumstances. Lessee shall use and occupy the premises as a vendor and for no other purpose. Leased space shall be approximately 10' x10'.

- Lessee shall commit no act of waste and shall take good care of the space and shall, in the use and occupancy of the space, conform to all laws, orders and regulations of the federal, state, and municipal government or any of their departments.
- The Lessee shall confine all merchandise within the leased space. At the conclusion of the space lease the vendor shall remove all goods, fixtures and trash, leaving the space in the same condition as prior to renting.
- The Lessee shall, when requested, provide the Lessor a written list of the types of items the vendor will offer for sale. The Lessor reserves the right to refuse approval for the vendor to sell any type of merchandise the Lessor disapproves of without reason or cause. The Lessor also may, without notice or reason, instruct the Lessee to immediately vacate the leased space upon verbal or written direction to vacate. No refunds of rental fees shall be forthcoming for any reason except as listed above.
- No sales of any adult oriented material, firearms, ammunition, alcohol, tobacco products or any other item not permitted by law shall be allowed.
- Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions or improvements in, to, or about the premises.
- Lessee shall not permit the accumulation of waste or refuse matter on the property. Trash containers for the shopping public are available and shall not be used by vendors.

- The Lessee shall park in the area designated for vendors.
- All merchandise is displayed at the Lessee's risk and the Lessor is not responsible for any theft, damages or vandalism.
- The Lessee leases the property at its own risk and agrees to hold the Lessor harmless from the date of this agreement to the end of time for any issues arising from the Lessee's occupancy and lease of the designated space.
- Lessee shall not, without obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

This document represents the entire agreement of the parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

Consented and agreed to: Lessor

Signature: _____

Date: _____

Consented and agreed to: Lessee

Signature: _____

Date: _____

LESSEEE NAME (Print): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

I sell (list product types): _____
