



Farmers' Market Stall Lease Agreement

This MARKET STALL LEASE (this "Agreement") is made as of _____, 2006 (the "Effective Date") between

PROPERTY MANAGER as Agent for	RED Asset Management, Inc. 4717 Central Kansas City, MO 64112
OWNER	168 th and Dodge, L.P. dba Village Pointe Shopping Center 17305 Davenport Street, Suite 203 Omaha, NE 68118
AND	
VENDOR (Clearly print Name, Address, Phone #)	

1. **Lease.** Owner hereby leases to Vendor the Stall, as identified below, during the **Village Pointe Farmers' Market** event (the "Event") for the Permitted Use on each Saturday during the Term, and Vendor agrees to pay a Fee to Owner as set forth herein and perform all other agreements set forth herein.

2. **Market Area.** The Market Area is described as: located within the Village Pointe Shopping Center, Omaha, Nebraska in the designated southwest parking lot area in front of Wild Oats Natural Marketplace. Owner reserves the right to relocate the Farmers' Market designated area at any time.

3. **Stall.** [_____] (Assigned by Market Management)

4. **Term:** _____ Full Season, May 6 to September 30, 2006
_____ Half Season, 11 Saturday's of choice: _____
_____ Partial Season, 7 Saturday's of choice: _____

5. **Fees.** Vendor agrees to pay as fees \$200.00 for a season permit lasting for a full-term, \$120.00 for a half-term or \$85.00 for seven (7) selling days at the Market. Fees are to be paid with contract application, in full, per Vendor's respective choice of term. Vendors' preferred location(s) will be honored on a first-come basis as individual Vendor payments are received. All checks shall be payable to **Village Pointe Shopping Center** and mailed to the address set forth above.

6. **Refunds.** Owner will not refund any fee payments made unless Owner is unable to provide the Stall or space of approximate equal area to the Stall. Vendors who fail to set up in a pre-paid Stall by 8:00 a.m. on any Saturday during the Term may forfeit that Stall along with any Fee paid in advance. Owner then has the right to reassign the Stall to another vendor.

7. **Event Sale Hours/Clean UP.** Vendor may not arrive or set up any earlier than 7:00 a.m. and may not make any sales of product or merchandise before 8:00 a.m. Vendor must operate at the Stall fully set up until 1:00 p.m. on each day of the Event during the Term. Vendor shall be responsible for final clean up of the Stall including broom sweeping the Stall and complete removal of all tables, boxes, chairs and any other materials used for the sale or display of any and all merchandise, no later than 2:00 p.m. on each Event day.

8. **Safety/Rules and Regulations.** Vendor shall take all reasonable precautions for the safety of its employees and all customers and visitors shopping in the Farmers' Market Area and around its Stall. Vendors shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety or protection of persons or property located on or near the Farmers' Market Area and in or around the Stall.

Vendor shall comply and cause its employees and assistants to comply with any reasonable rules and regulations established by the Owner, including but not limited to the Farmers' Market Rules and Regulations and the Shopping Center Rules and Regulations (collectively, the "Rules"). Vendor hereby acknowledges receipt of a copy of the Rules. Owner may change or alter the Rules as it deems necessary or appropriate for the overall good of the Farmers' Market Area.

9. **Permitted Use.** Vendor may only use the Stall for the sale of those items designated on the attached **Rules & Regulations - Exhibit A**, unless otherwise permitted in writing by Owner.

10. **Insurance Coverage.** All Vendors must carry personal liability insurance and product liability insurance. Proof of such insurance shall be made available upon request.

11. **Indemnification.** Vendor shall defend, indemnify and hold Owner, 168th and Dodge, L.P., and Wild Oats Markets, Inc., any parents, affiliates, principals, agents and employees of either and both, and any other owners harmless from any against any and all claims whatsoever arising in any way out of Vendor's acts or omissions in, on and about the Farmers' Market Area and the activities therein.

12. **Assignment.** Owner may reassign space in the Market Area as it deems necessary and in its sole discretion, provided that Vendor is given a space of equal area for which Vendor paid for, in advance. Vendor may not assign this lease or allow other to use the Stall without prior written consent from Owner.

13. **Termination.** This Agreement shall automatically terminate if Vendor does not timely pay Fee or fails to fully comply with any of the terms of this Agreement. In addition, Owner shall have the right to terminate this Agreement upon three (3) days written notice to Vendor if Owner receives more five (5) complaints about a Vendor's product, performance or conduct during the Term.

14. **Vendor's Exclusive Remedy.** Vendor acknowledges and agrees that its sole and exclusive remedy under this Agreement against Owner for any reason shall be to require Owner to refund Fee charges not earned by the Owner. Vendor waives any and all other rights or remedies which might be available in equity or in law, including the right to seek damages whether special, incidental, consequential or otherwise.

15. **Attorney's Fees.** If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable costs and expenses, including reasonable attorneys' fees and court costs.

The parties have caused this Agreement to be executed by their duly authorized representatives on the date first above set forth.

RED Asset Management, Inc. as
Agent for 168th and Dodge, L.P.

By: _____
Kim Jones, Marketing Director, Village Pointe Shopping Center

VENDOR:

Vendor Contact Name / Date



SPONSORED BY



**VILLAGE POINTE® FARMERS' MARKET
RULES & REGULATIONS
EXHIBIT A**

The intent of Village Pointe Shopping Center and Wild Oats Natural Marketplace in sponsoring the Village Pointe Farmers' Market is to provide an outlet for local, "family-farm" growers and producers to have an avenue to sell their produce and meats directly to the consumer.

We support growers who strive to produce products free of harmful pesticides; growers who are responsible stewards of the land and the environment in which we all live. We encourage chemical-free, pesticide & herbicide free produce. Participating vendors who advertise their product as organic, must be certified organic by a recognized certification agency and must display their certificate. It is each Vendor's responsibility to know and be in compliance with Douglas County Health Department and State of Nebraska requirements on all items sold at the Village Pointe Farmers' Market.

1. The Farmers' Market (hereinafter referred to as the Market) will begin on Saturday, May 6, 2006 and run through September 30, 2006, rain or shine, unless severe storm warnings prevail.
2. Designated items may include farm fresh, family-raised produce and meats. Sale of flea market-type items, craft-type items, home-baked items and canned goods is prohibited. Management reserves the right to deem any item(s) not acceptable to be sold at the Market.
3. Vendors are responsible for collecting and reporting all required sales tax on items sold at the Market.
4. All vendors who sell at the Farmers' Market must submit a Contract. An approved Contract will constitute an agreement between vendor and the Market to abide by the policies and rules governing the Village Pointe Farmers' Market.
5. The Market reserves the right to limit vendors with certain products until an appropriate space is available.
6. The Market will operate from 8:00 a.m. to 1:00 p.m. Vendors are required to be set up between 7:00 a.m. and 8:00 a.m. and may sell until 1:00 p.m. Vendor shall be responsible for final clean up of their stall area including broom sweeping the stall and complete removal of all tables, boxes, chairs and any other materials used for the sale or display of any and all merchandise, no later than 2:00 p.m. on each Market day.
7. Vendors may not set up before 7:00 a.m. and will clean up and dismantle stall area by no later than 2:00 p.m. on each day of the Market.
8. No vehicles will be allowed to enter or exit the Market during official Market selling hours unless special permission is granted and Vendor is escorted by Market Management.

VILLAGE POINTE® FARMERS' MARKET
RULES & REGULATIONS (continued)

9. Vendor agrees to pay a fee of \$200.00 for a full-term, \$120.00 for a half-term and \$85.00 for seven (7) selling days at the Market. Payment is to be paid in full with contract application per Vendor's designated term. Vendors' preferred location(s) will be honored on a first-come basis as individual Vendor payments are received.

Checks shall be made payable to **Village Pointe Shopping Center** and mailed to:
Village Pointe Farmers' Market
17305 Davenport St., Ste. 203
Omaha, NE 68118

10. For health and safety reasons, Vendors may not bring pets to the Market.
11. All vendors must be 18 years of age or older.
12. Vendors who bring children to the market must keep the children in their stall. If the children are disruptive to the Market's vendors and/or customers, Vendors may be asked not to bring their children for the remainder of the season.
13. Vendors must wear appropriate attire and shoes at all times.
14. All products and signs must stay within each vendor's assigned stall.
15. All Vendors are responsible for collecting and removal of their own garbage.
16. One stall allowed per market vendor (i.e., a husband/wife/other relative/associate cannot each have a stall).
17. The sale of goods not grown or produced by the vendor, the reselling of goods, or the sale of goods that have been traded or bartered for is not permitted. If this occurs, the vendor will not be allowed to sell those products at the Market. Spot inspections may take place, if deemed necessary.
18. Vehicles may not park on grass perimeters at any time. All Vendors who do not sell from their vehicles will be asked to park in the designated Vendor parking area to allow for customer parking.
19. Vendors offering tasting samples must know and comply with all Douglas County health regulations. Samples will be handled properly (i.e., on a covered tray, served with toothpicks or using other appropriate and sanitary serving techniques). Vendors must provide a waste container(s) if sampling items.
20. If Vendor has been assigned a permanent stall location by securing a full-term Contract, and will be unable to sell at a particular day(s) of the Market, Vendor will be responsible for contacting Market managers so stall can be reassigned for the day(s) missed. (Call Wild Oats at 402.408.7789 to inform Management or to leave a message.)
21. Should any questions or disputes arise regarding the observance of the Market policies, Village Pointe and Wild Oats Management will resolve any issues accordingly.
22. Village Pointe and Wild Oats Managements reserve the right to make any modifications to existing Rules and Regulations at any time.