

**NEW CASTLE FARMERS MARKET
GUIDELINES REGARDING NEW TENANTS
2011**

For over fifty years the New Castle Farmers Market has provided a thriving environment within which talented merchants have prospered. The Market enthusiastically welcomes energetic, experienced new merchants to contribute to and participate in the traditions and dynamic success of the Market.

The Market leases space in the market for 4-week periods. Leases automatically renew for additional 4-week periods unless terminated by either party with at least 60 days notice.

The leases are not automatically assignable to successors of a tenant. If a tenant should wish to sell over 50% of her/his business to another party, the prospective purchaser needs to be approved and accepted as a tenant by the Market.

If the Market approves the prospective purchaser, the Market's prior lease with the selling tenant will be terminated and the Market will enter into a new lease with the approved purchaser.

The final decision on approval of a new tenant rests exclusively with the Market. The Market may reject any proposed new tenant without stating a reason.

In evaluating a proposed new tenant, the Market will consider indicators of success such as (in no particular order):

1. Business experience
2. Retail experience
3. Merchandising talent
4. Experience in the same type of store as is being proposed
5. Financial stability & adequate capital for purchase of fixtures, inventory and startup expenses
6. Customer service attitude and conduct
7. Reputation in the community
8. Intended commitment of time to the business (owner/operator preferred vs. absentee owner)
9. Work ethic
10. Sales ability
11. Special talents and capabilities
12. Access to stable sources of supply at favorable prices that can create bargains in the Market
13. Intended products or services offered

In reaching a decision regarding a proposed new tenant, The Market considers the above factors and others. Regrettably, the Market is unable to accept every new applicant and therefore reserves the right to reject any proposed new tenant.

(Note: these guidelines do not constitute a lease for space at the New Castle Farmers Market, nor are they an offer to lease.)

**NEW CASTLE FARMERS MARKET
110 NORTH DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720
PHONE: (302)328-4102 FAX: (302)328-9525**

- 1 DATE: _____
- 2 TRADE NAME: _____
- 3 BUSINESS PHONE: _____ HOME PHONE: _____ CELL PHONE: _____
- 4 WHERE ARE YOU CURRENTLY IN BUSINESS? _____
- 5 TYPE OF BUSINESS? _____
- 6 HOW LONG HAVE YOU BEEN IN BUSINESS? _____
- 7 BUSINESS ADDRESS: _____

- 8 OWNERS NAMES: _____ E-MAIL ADDRESS: _____
- 9 OWNERS HOME PHONE: _____ CELL PHONE: _____
- 10 HOW DID YOU HEAR ABOUT THE FARMERS MARKET? _____
- 11 DO YOU KNOW ANY MERCHANTS IN THE FARMERS MARKET? _____
- 12 PLEASE GIVE AT LEAST TWO FINANCIAL REFERENCES (INCLUDING PHONE NUMBERS):
(1) _____ (2) _____
- 13 WILL YOU GIVE PERMISSION FOR THE FARMERS MARKET TO DO A BACKGROUND CREDIT
CHECK? IF SO, SIGN HERE: _____
- 14 WHAT SIZE SPACE DO YOU REQUIRE? _____
- 15 PLEASE GIVE AT LEAST TWO PERSONAL REFERENCES (INCLUDING PHONE NUMBERS):
(1) _____ (2) _____
- 16 LIST IN DETAIL THE MERCHANDISE YOU WISH TO SELL (USE BACK FOR MORE SPACE)

NEW CASTLE FARMERS MARKET - ILLUSTRATION OF RENTAL FORMULA - EXHIBIT F

PROPOSED TENANT NAME: _____

DATE PREPARED: **EXAMPLE ONLY** **EXAMPLE ONLY** **EXAMPLE ONLY**

Model

					<u>Annual Rent</u>
Annual Administration Fee					244 96
Red Frontage	(along main aisle)	\$108 86 per lineal foot	X 0 00	LF	0 00
Blue Frontage	(along entrance aisle)	\$72 58 per lineal foot	X 0 00	LF	0 00
Red Area	(first 10 feet of depth)	\$27 23 per square foot	X 0 00	SF	0 00
Brown Area	(next 10 feet of depth)	\$23 60 per square foot	X 0 00	SF	0 00
Yellow Area	(next 10 feet of depth)	\$19 97 per square foot	X 0 00	SF	0 00
Grey Area	(next 10 feet of depth)	\$16 33 per square foot	X 0 00	SF	0 00
Blue Area	(next 10 feet of depth)	\$14 51 per square foot	X 0 00	SF	0 00
Outdoor Cooler Area		\$10 31 per square foot	X 0 00	SF	0 00
Excess Utilities					(Note 2)
Total Annual Rent (Note 1, 2, 3 & 5)					244 96 + utilities
Rent per Pay Period (Annual Rent divided by 13.5) (Note 1,2,4 & 5)					18 15 + utilities
Security Deposit					36 30
Rent per Market Day (Annual Rent divided by 162) assumes Fri-Sat-Sun & extra days at holidays					1 51 + utilities
Total Square Feet (Note 5)					0.00 SF

NOTES

- THIS IS NOT A LEASE NOR AN OFFER TO LEASE** It is only an illustration of how the rental pricing formula would apply to an existing or proposed booth. **SEE DISCLAIMER BELOW**
- Applies to connected utility loads such as hot and cold water, gas or electricity for cooking, refrigeration, or other activities. Utilities in excess of the normal electricity for lighting provided by the Market will be metered or calculated and added to rent. If market provides and pays for a separate bus duct disconnect meter and panel for store, the store's ordinary lighting and convenience outlets will also be submetered. If tenant pays for the disconnect meter and panel, the store's ordinary lighting and convenience outlets will be fed from a market panel and will not be submetered.
- Includes 162 market days (52 weeks x 3 days per week) + (6 minimum extra days). If more than 162 market days occur per year, Total Annual Rent would increase.
- Includes 12 market days. Extra days are charged at the Rent Per Market Day.
- Size and rent are subject to final measurement and recalculation after construction.

DISCLAIMER

The above illustration of Rental Formula is not and shall not be construed to be a lease or an offer to lease to Proposed Tenant any space in the New Castle Farmers Market. **NO LEASE SHALL EXIST UNTIL A FORMAL WRITTEN LEASE AGREEMENT HAS BEEN SIGNED BY BOTH 326 ASSOCIATES, AND PROPOSED TENANT.** 326 Associates, L.P. specifically reserves the right to terminate for any reason or for no reason, any negotiation or discussions with Proposed Tenant regarding the leasing of space at the Farmers Market prior to the signing of a formal written lease agreement by both 326 Associates, L.P. and Proposed Tenant. If a formal written lease agreement is signed, it will completely supercede all prior statements and representations, both written and oral, and no statement or representation which is not specifically set forth in the written lease will be binding on either party to such lease.

Since there is no assurance that an agreement will be reached until a written lease agreement has actually been signed by both 326 Associates, L.P. and Proposed Tenant, Proposed Tenant realizes that any actions or effort (s) he may undertake concerning a proposed lease are entirely at the risk of the Proposed Tenant.

Proposed Tenant acknowledges that (s)he has read and understands the foregoing and hereby agrees to same.

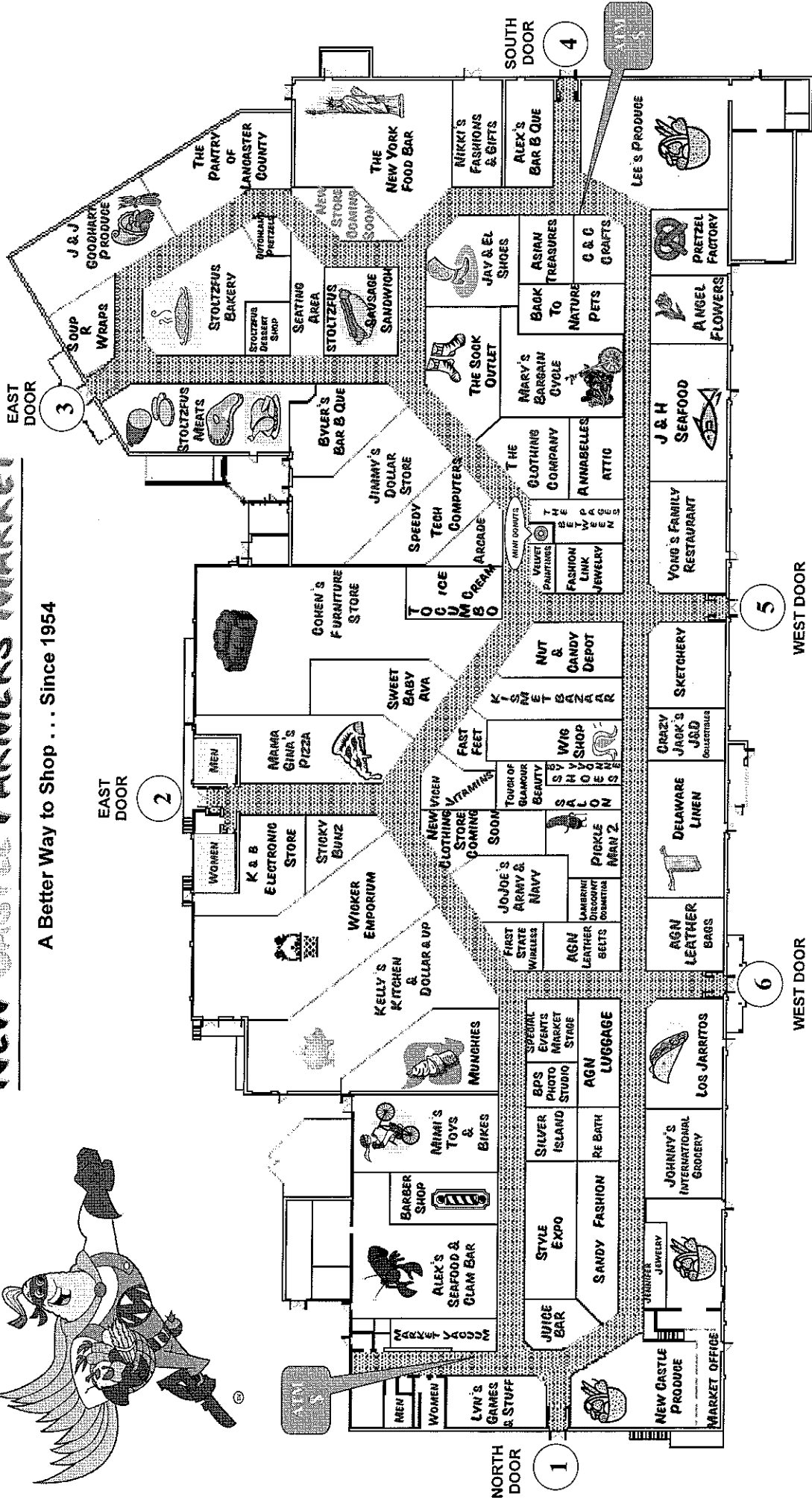
OWNER'S INITIALS _____

PROPOSED TENANT SIGNATURE _____

DATE _____

NEW CASTLE FARMERS MARKET

A Better Way to Shop ... Since 1954



SHOPPERS GUIDE

01.22.11

www.newcastlefarmersmarket.com

NEW CASTLE FARMERS MARKET
110 NORTH DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720
PHONE: (302)328-4102 * FAX: (302)-328-9525

DOUG (FLEA MARKET MANAGER): (302)-588-8928 (call first)

FLEA MARKET SET-UP PROCEDURE & RULES

1. THE FLEA MARKET IS OPEN FRIDAY, SATURDAY, AND SUNDAY
2. SET UP TIME IS FROM SUNRISE TO SUNSET ON FRIDAY AND SATURDAY, AND FROM SUNRISE TO 6:00 PM ON SUNDAY YOU ARE PERMITTED TO SET UP AS EARLY AS ONE HOUR PRIOR TO SUNRISE.
COST TO SET UP IN THE FLEA MARKET IS AS FOLLOWS:
FRIDAY.....\$16.00 (SIXTEEN)
SATURDAY.....\$20.00 (TWENTY)
SUNDAY..... \$20.00 (TWENTY)
4. **ONLY USED ITEMS** ARE PERMITTED FOR SALE IN THE FLEA MARKET.
5. SPACES ARE PAINTED ON THE BLACK TOP AND DESIGNATED IN THE FIELD BY WOODEN STAKES. THE SPACES IN THE FIELD GO FROM STAKE TO STAKE.
6. TAKE ANY AVAILABLE SPACE THAT IS **NOT MARKED RESERVED**. (RESERVED SPACES ARE PAINTED ON THE BLACKTOP AND MARKED IN THE FIELD). PARK YOUR VEHICLE WITHIN YOUR CHOSEN SPACE. WE WILL THEN COME TO YOU, COLLECT AND GIVE YOU A TICKET AS PROOF OF PAYMENT
7. TABLES ARE NOT PROVIDED; HOWEVER, YOU MAY BRING YOUR OWN.
8. ITEMS FOR SALE MAY **NOT** BE LEFT OVERNIGHT UNLESS YOU ARE ON A RESERVED STATUS.
GRILLING, ALCOHOLIC BEVERAGES, AND LOUD MUSIC **ARE NOT** PERMITTED IN THE FLEA MARKET AND WILL NOT BE TOLERATED
9. **DO NOT LEAVE TRASH IN YOUR SPACE**. UPON LEAVING, YOU MUST TAKE **YOUR TRASH**, AND **ITEMS NOT SOLD** WITH YOU, OR YOU COULD BE FINED UP TO \$100.00 FOR PAYMENT OF TRASH REMOVAL. PLEASE CLEAN YOUR SPACE BEFORE LEAVING.
10. ITEMS **NOT PERMITTED** FOR SALE IN THE FLEA MARKET ARE AS FOLLOWS:
ADULT ENTERTAINMENT
FIREARMS, AMMUNITION OR FIREWORKS
BUTTERFLY KNIVES, THROWING STARS OR FANTASY KNIVES
LIVE ANIMALS
GAMES OF CHANCE
CRAFTS
FOOD OR BEVERAGES
NO NEW DVD'S OR CD'S
NO COUNTERFEIT ("KNOCK OFFS") OF ANY TYPE
FLOWERS OR PLANTS (MUST CHECK WITH OFFICE FOR PERMISSION)
11. ANY BREACH OF THE ABOVE RULES MAY RESULT IN LOSS OF PRIVILEGE.

ENJOY THE FLEA MARKET.