



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

Initials: \_\_\_\_\_ UNIT # \_\_\_\_\_ Date: \_\_\_\_\_

Business/Commercial Application: Tu Plaza Marketplace 200 Post Ave SW Winter Haven, FL 33880

Type of Business: \_\_\_\_\_ Term: month to month | 3 mo | 6 mo | \_\_other  
ENGLISH / SPANISH / OTHER LANGUAGE: \_\_\_\_\_

**Contact** for this Application: **Name : Phone Number(s)** Business/Home/Mobile : Fax/ **E-mail address:**

Date of Birth: Co-Applicant?: **PROVIDE PROOF OF ID & signature** \_\_\_\_\_

New Business? Established? Y | N : details: \_\_\_\_\_

Sole Proprietor/Name of Corporation - As licensed to do Business in Florida: Registry: Tax ID:

Date established: Monthly Net Income: Bank Reference: Bank Name: Contact: Phone Number:

List Three References: \_\_\_\_\_ ENGLISH / SPANISH / OTHER LANGUAGE: \_\_\_\_\_

Business Name; Contact Name, role: Phone Number; Years Known:

List NO, if YES, then please explain :

Has the business ever filed bankruptcy? If yes, what date, county, and state is the bankruptcy filed?

Has the Business ever been evicted with or without court proceedings from any rental unit? If yes, then explain.

Has the business ever willfully and/or intentionally refused to pay rent when due?

Have you or any other person named on this application ever been convicted of dealing or manufacturing illegal drugs?

Has the applicant, co applicant or spouse ever been convicted of a crime? If yes, what was the nature of the crime and the date of the conviction?

Tu Plaza Marketplace / Water Tower Farmers Market

I offer the foregoing information as inducement to commercial property management; to lease me a rental unit, I declare the foregoing information to be true and correct and do hereby authorize Tu Plaza Marketplace/Water Tower Farmers Market to conduct a criminal and credit check and to verify these references. I understand I will be denied if I have misrepresented any information on this application, and if misrepresentations are found after a lease agreement is signed, my tenancy is subject to termination. I /We have read, understand, and have had any questions answered regarding the above information.

Signature of Business Applicant:

\_\_\_\_\_  
Print name: Date:

Signature of additional Co-Applicant:

\_\_\_\_\_  
Print name: Date:



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

Initials: \_\_\_\_\_ UNIT # \_\_\_\_\_ Date: \_\_\_\_\_

**Tu Plaza Marketplace/Water Tower Farmers Market Rental Agreement**

This Booth Rental Agreement is made (date) \_\_\_\_\_, between **TU PLAZA MARKETPLACE/WATER TOWER FARMERS MARKET**, a corporation organized and existing under the laws of the state of **FL** with its principal office located at: **200 POST AVE SW, WINTER HAVEN , POLK COUNTY, FL 33880** referred to herein as Lessor,  
and (Name of Lessee): \_\_\_\_\_  
of (street address, city, county, state, zip code), \_\_\_\_\_  
referred to herein as Lessee.

For and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lessee hereby rents from Lessor and Lessor hereby rents to Lessee that certain booth space located at (describe location) **TU PLAZA MARKETPLACE/WATER TOWER FARMERS MARKET : UNIT # \_\_\_\_\_** which as part Lessor's property held at 200 Post Ave SW Winter Haven, Florida 33880. at said location. Said rental shall be paid to Lessor at the address set forth above. Lessee hereby certifies that he/she is, or will be, the owner of the merchandise that he/she will bring to this Marketplace and has, or will have, the right to sell such merchandise which is, or will be, free from all encumbrances. 2. Lessee agrees to adhere to all the rules and regulations set by Lessor including those listed in this Agreement and further agrees that these Rules and Regulations are subject to change any time without notice. [MARKETPLACE RULES](#) AND the below rules:

3. Rules and Regulations: Lessee understands and agrees that:

- A. As a booth renter, he/she is not an employee, agent or representative of Lessor and is responsible for paying his/her own expenses and taxes.
- B. A booth renter cannot sell, assign, or transfer his/her rented space without prior written approval from Lessor.
- C. Lessee is to obey all laws pertaining to the operation of her business, and that she will comply with all the regulatory agencies and timely remit any and all applicable taxes (state, local, federal, personal, or business.)
- D. All rent shall be paid on the first/fifteenth day of each month (OR start date ) without notice or demand beginning of the day of Year **2024-2025**. If any such rent is not paid on or said date, then Lessee will pay a late fee of five (\$5.00) dollars a day to Lessor. If Lessee fails to pay such rental by the 5th day of any given month, he/she will surrender and all merchandise that is in rented space as payment toward overdue rental fees.
- E. Lessor is not responsible for the loss of merchandise through theft, fire, destruction, etc.
- F. Lessor does not carry insurance of any kind for booth renters or their merchandise.
- G. Sales taxes. Lessor will collect from Lessee and submit to the proper agencies all applicable.
- H. All merchandise **MUST** be priced with the proper tag or label, properly filled out with the booth number or store indicators (such as a sticker) and price must be **FULLY LEGIBLE**. Receipts for sales must be clearly legible for security purposes.
- J. Lessee shall not sell pornography materials of any kind, firearms, \*alcoholic beverages\*, or any other items illegal by law. \*if approved by management, then permit must be obtained
- K. Lessee agrees to indemnify, defend, and hold free and harmless Lessor and each of its employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses arising from the performance of this Agreement by Lessee, including,



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

Initials: \_\_\_\_\_ UNIT # \_\_\_\_\_ Date: \_\_\_\_\_

but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence, activities, and promotions of any nature or otherwise of Lessee.

4. Termination: This Agreement will terminate on **(date)** \_\_\_\_\_ **OR at end of LAST MONTH PAID** with the exception of Lessee's duty to pay rent that is due. This Agreement may be terminated prior to said date by Lessor at its option if any one or more of the following events shall occur: A. Failure of Lessee to timely pay rental as provided above.
- B. The transfer, assignment or subletting by Lessee of any of Lessee's rights or interests under this Agreement.
- C. Any lien is filed against Lessee or her merchandise because of any act or omission of Lessee and is not removed within a reasonable period.
- D. said booth; Lessee shall voluntarily abandon, desert, vacate or discontinue operations and/or gives notice of termination form.
- E. Lessee shall fail duly and punctually to pay the rentals or to make any other payment required under this Agreement when due to Lessor; or
- F. Lessee shall fail to comply with any of its obligations under this Agreement.
5. Acceptance of Rentals: No acceptance by Lessor of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee shall be deemed a waiver of any right on the part of Lessor to terminate this Agreement.
6. Severability: The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
7. No Waiver: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of **FLORIDA**.
9. Notices: Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.
10. Attorney's Fees: In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
11. Mandatory Arbitration: Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

INITIALS: \_\_\_\_\_ UNIT # \_\_\_\_\_ DATE: \_\_\_\_\_

- 12. Entire Agreement: This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 13. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- 14. Assignment of Rights: The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 15. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated  
Tu Plaza Marketplace/ Water Tower Farmers Marketplace Rental Agreement

Signature of Lessee:

---

Print name & Office: Date:

(if applicable) Signature of additional Lessee:

---

Print name & Office : Date:

Signature of Lessor:

---

Printed name & Office: Date:

**Tu Plaza Marketplace/ Water Tower Farmers Marketplace Rental Agreement Addendum**

(updated 10/18/2024)

- Attendance requirement: 4-6 days a week. Management will verify. Weekends are expected.
- Sign Lettering for front of each booth/kitchen are standardized and provided by Marketplace supplier. This is a one-time fee of \$50/per unit. additional signs are also encouraged.
- Deposit will only be returned if space is returned in good standing, according to when it was delivered, after a property management inspection. 30 day minimum termination notice required or forfeit deposit automatically, for any reason.
- All tenants must provide property and liability for their business before they open for business and every year provide proof of renewal with certificate holder: Tu Plaza Marketplace/Green Wise Capital Inc. / Water Towers Farmers Market Inc.
- Maintenance Clause: ALL TENANTS will receive a maintenance bill (NOV-MARCH) to cover excessive maintenance costs including but not limited to gas, water, trash, internet, etc. Bill will not exceed \$1000/year.
- All tenants must dispose of their own trash and dispose of it in the dumpster. Cardboard recycled.
- Lessee understands that rent may increase at any point with proper 30-day notice.
- If any tenant is closed more than 7 (seven) days, for any reason, then on day 8 (eight), there will be a penalty of \$100.

— KITCHENS ONLY:

- No tenant shall have their own grease container. Must dispose grease in Marketplace container only.
- The kitchen hood is Marketplace property. Tenant must upkeep general maintenance to hood.
- Kitchens with bar tops/tables in the common area directly in front of their space. All must assist in upkeep, cleaning, and safety. Everyone is responsible for reporting concerns.



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

Initials: \_\_\_\_\_ UNIT # \_\_\_\_\_ Date: \_\_\_\_\_

**FOR MANAGEMENT USE ONLY! Manager:** \_\_\_\_\_

— FINAL CHECKLIST: DUE AT: SIGNING:

- FULL APPLICATION AND REFERENCES. Any missing documents must be submitted before the official opening date for booth or kitchen. Document any delays to management.
- MISSING ITEMS: \_\_\_\_\_ —
- WEBSITE INFORMATION FOR EACH BOOTH. TO BE ADDED TO THE WEB DIRECTORY.
- ANY ADDITIONAL AGENTS/EMPLOYEES/STAFF AUTHORIZED BY LESSEE TO RECEIVE COMMUNICATION OR MAIL MUST BE LISTED.
- COPIES OF IDS MUST BE SUBMITTED. Signature of applicant required.
- PAYMENTS: cash/check/credit card/cashier's check
- RECEIPT & COPY OF RECEIPT WITH LESSOR SIGNATURE
- Verify contact information is established: email/phone critical!
- \_\_\_\_\_ Property manager: 941-685-4152 also uses: GMAIL back up email: [watertowerapplication@gmail.com](mailto:watertowerapplication@gmail.com)
- City of Winter Haven Business Tax receipt: shall be posted in booth/kitchen prior to any sales conducted; however, you may move in and promote "coming soon".
- Orientation on: Parking, Setting up coordination/permissions, Security, Back Door access, Warehouse access, Storage space rentals, Mail, Solid Waste / Recycling
- Complaints, concerns, and suggestions are valued and important: have in writing and solutions proposals ready for discussion.
- Unestablished processes will be normalized and standardized and tenant feedback is critical. Submit all suggestions/ideas/complaints in writing. Offer solutions for problems. — Always keep communication with management.

\*\*\*\*\* building our website:

<https://tuplazamarketplace.shop>

<https://www.facebook.com/profile.php?id=100087747160018&mibextid=LQQJ4d>

And need to collect your official sign information to use for our website and to pass it on to our sign supplier and webmaster.

Send via text/whatsapp/email:

- Name of Business: \_\_\_\_\_ Location: Kitchen letter or Booth # (and any other storefront or event locations),
- Category of Business: Restaurant, Food/Beverage, Retail, Product, Service, Non-Profit Org, Corporate sponsorship, Event promotion, etc.
- Description: of your business: 100 words or less. \_\_\_\_\_ Contact information for customers.
- Any links, images, websites to link to your business.



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

Initials: \_\_\_\_\_ UNIT # \_\_\_\_\_ Date: \_\_\_\_\_

<b>BOOTH:</b>	<b>9 X 9 \$500/MONTH</b>	<b>(plus 3.0 % commercial</b>	<b>\$515.50</b>	<b>\$</b>
<b>KITCHEN</b>	<b>SIZE I. \$800/MONTH   SIZE II. \$1500/MONTH   SIZE III. \$2000/MONTH   SIZE VI. \$2500/MONTH  </b>	<b>rent tax) (each plus 3.0 %tax)</b>	<b>\$824.00 \$1545.00 \$2110.00 \$2637.50</b>	<b>\$</b>
<b>OTHER LOCATION/ OUTDOORS</b>	<b>DESCRIPTION:</b>	<b>COST PLUS 3% TAX OR 7 % SALES TAX</b>		
<b>DEPOSIT:</b>	<b>EQUAL TO HALF OF 1ST MONTH RENT:</b>	<b>NO TAX</b>	<b>\$ SEE ABOVE</b>	<b>\$</b>
<b>Lettering for booths sign</b>	<b>\$50 One time cost- for signage,</b>	<b>7% sales tax</b>	<b>\$53.50 OR OTHER</b>	<b>\$</b>
<b>KITCHEN PURCHASE</b>	<b>FOUR COOKING UNITS: \$5000</b>	<b>plus 7%tax</b>	<b>\$5350.00</b>	



[info@tuplazamarketplace.shop](mailto:info@tuplazamarketplace.shop)

Initials: \_\_\_\_\_ UNIT # \_\_\_\_\_ Date: \_\_\_\_\_

**FOR MANAGEMENT USE ONLY! INVOICE/RECEIPT**

- Deposit, 1<sup>ST</sup> Month's Rent, and signage, and any equipment: ○ cash/check/credit card/cashier's check.
- Coupon/Discount applied: \_\_\_\_\_ □ Total: \_\_\_\_\_

SALESPERSON	NEW TENANT	PAYMENT TERMS	DUE DATE

Due on Receipt

OUTSTANDING\*LIST ANY

Subtotal  
Sales Tax  
Total


\*ENTER INTO BUILDIUM WEBSITE: [oaksproperty.managebuilding.com](http://oaksproperty.managebuilding.com)