

**APPLICATION FOR LANDLORD-TENANT EXEMPTION
SECTION 367.022(5), FLORIDA STATUTES
RULE 25-30.060(3)(a), FLORIDA ADMINISTRATIVE CODE**

NAME OF SYSTEM: RED BARN FLEA MARKET

PHYSICAL ADDRESS OF SYSTEM: 1707 1ST STREET EAST
BRADENTON, FLORIDA 34208

MAILING ADDRESS (IF DIFFERENT): SAME

COUNTY: MANATEE

PRIMARY CONTACT PERSON:

NAME: DAN SHEPARD

ADDRESS: SAME

PHONE #: 941-747-3794

NAMES OF OWNER(S): DORA J. SHEPARD

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) SOLE PROPRIETOR

I believe this system to be exempt from regulation of the Florida Public Service Commission pursuant to Section 367.022(5), Florida Statutes, for the following reasons:

1. The landlord will provide utility service solely to its tenants.
2. Charges for service are non-specifically contained in rental charges.
3. The utility services provided are:
Water YES (Yes or No) Wastewater YES (Yes or No)

For utility service not provided, state how handled:

DOCUMENT NUMBER-DATE

12101 DEC-4 88

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service territory is located at: 1707 1ST STREET
EAST) BRADENTON, FLORIDA 34208
5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

11-28-95
(Date)

Dora J. Shepard
Applicant's Signature **

DORA J SHEPARD
Applicant's Name (Typed or Printed)

OWNER
Applicant's Title

** If applicant is not the Owner of property for which the exemption is being requested, a Letter of Authorization from the Owner must be attached to application.

When you finish filling out the application, the original and four copies of application and lease or rental agreement should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

This Lease,

Made this **FIRST** day of **JANUARY**, A. D. 19**95**

By and Between **LOIS B. PLOEGSTRA**, REPRESENTATIVE, THE RED BARN FLEA MARKET
herein called the lessor, and **JOHN OR ANGELA OR TOM SCHMITT**, D/B/A JAX OF FLORIDA, INC.
herein called the lessee.

Witnesseth, That in consideration of the covenants herein contained, on the part of the said lessee to be kept and performed, the said lessor do hereby lease to the said lessee the following described property:

- STORE B - 1. \$ 200.00 CLEANUP DEPOSIT ON FILE.
- 2. LAST MONTH RENT OF \$725.00 PLUS 6% SALES TAX.
- STORE C - 1. \$200.00 CLEANUP DEPOSIT ON FILE.
- 2. LAST MONTH RENT OF \$850.00 PLUS 7% SALES TAX.

THE TERMS OF THIS LEASE ARE ON THE ADDENDUM ON THE FOLLOWING PAGE AND MUST BE SIGNED BY THE LESSEE.

TWO RETAIL STORES LOCATED AT 1707 1st STREET EAST BRADENTON, FLA WITH APPROXIMATE DIMENSIONS OF TWENTY BY THIRTY EACH STORE.

To Have and To Hold the same for the term of
from the **FIRST** day of **JANUARY**, A. D. 19**95**, the said lessee paying
therefor the **MONTHLY** rent of **\$2000.00 PLUS 7% SALES TAX** Dollars.
And the said lessee covenant with the said lessor to pay the said rent in **EQUAL**
payments of **\$ 2000.00 PLUS TAX** each on the **FIRST** day of each and every **MONTH**
for the said term, the first payment to be made on the **FIRST** day of **JANUARY** 19**95**;

to make no unlawful, improper or offensive use of the premises; not to assign this lease or to sublet any part of said premises without the written consent of the lessor; not to use said premises for any other purpose than as a **RETAIL**, and to quit and deliver up said premises at the end of said term in as good condition as they are now (ordinary wear and decay and damage by the elements only excepted). And the said lessee hereby covenant and agree that if default shall be made in the payment of the rent as aforesaid, or if the said lessee shall violate any of the covenants of this lease, then said lessee shall become tenant at sufferance.

Witness our hands and seals this **FIRST** day of **JANUARY**, A. D. 19**95**

Signed, Sealed and Delivered in Presence of:

Lois B. Ploegstra
Patricia A. Smith

Lois B. Ploegstra
LOIS B. PLOEGSTRA, THE RED BARN FLEA MARKET
John or Angela or Tom Schmitt
JOHN OR ANGELA OR TOM SCHMITT D/B/A
JAX OF FLORIDA

STATE OF *Florida*
COUNTY OF *Manatee*

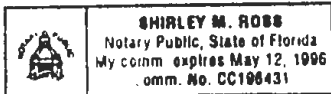
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *10th* day of *my* A. D. 19**95**

Shirley M. Ross

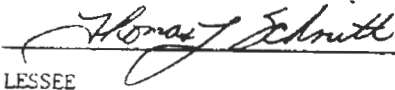
This Instrument prepared by:
Address



TERMS OF THIS LEASE ARE AS FOLLOWS:

1. LESSEE AGREES TO BE RESPONSIBLE FOR THEIR OWN INSURANCE, COVERING THE CONTENTS OF THEIR INDIVIDUAL STORE.
2. LESSEE AGREES THAT LESSOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES AND/OR THEFT.
3. LESSEE AGREES TO SUPPLY ALL INTERIOR AND EXTERIOR SIGNS, SUBJECT TO COUNTY ORDINANCES.
4. LESSEE AGREES TO BE RESPONSIBLE FOR UTILITIES.
5. LESSEE AGREES TO PARK IN THE AREAS DESIGNATED BY THE MANAGEMENT AND WILL NOT PUT UP A SIGN RESTRICTING THE PARKING OF PUBLIC IN FRONT OF THEIR INDIVIDUAL STORES.
6. LESSEE AGREES TO KEEP SPECIFIED BUSINESS HOURS. MINIMUM HOURS ARE AS FOLLOWS:
10:00 AM TO 4 PM, TUES., THURS., AND FRI.
9:00 AM TO 4 PM, WED., SAT., AND SUN.
7. LESSEE AGREES TO KEEP LIGHT ON DISPLAY SIGN THRU THE NIGHT.
8. ANY USE OF SPACE OUTSIDE THE STORE WILL BE CHARGED BY THE SQUARE FOOT ONLY WITH THE APPROVAL OF THE LESSOR.
9. THE RENT IS DUE AND PAYABLE ON OR BEFORE THE 1ST DAY OF EVERY MONTH.
10. IF THE SPECIFIED HOURS ARE NOT MAINTAINED WE SHALL CONSIDER THIS LEASE NULL AND VOID. AN EMERGENCY IS THE ONLY EXCEPTION.
11. ALL GOODS MUST BE WITHIN CONFINES OF THE STORE UNLESS SPECIFIED BY MANAGEMENT.
12. THE LESSEE MUST AGREE TO ADVERTISE IN THE MARKET GUIDE EACH MONTH FOR THE TERM OF THIS LEASE.
13. THE MANAGEMENT MAY DISCONTINUE THIS LEASE FOR ANY INFRACTION OF THE PREVIOUS TERMS.

THIS PAGE IS PART OF THE LEASE AND MUST BE SIGNED BY THE LESSEE.



LESSEE