

# Vendors Mart Flea Market

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## Booth Rental Agreement

This agreement made and entered into the day of \_\_\_\_\_, month of \_\_\_\_\_, year \_\_\_\_\_ by and between Vendors Mart and \_\_\_\_\_ (now referred to as vendor). Vendor agrees to pay Vendor Mart the amount of \$\_\_\_\_\_ per month for booth rental number \_\_\_\_\_, plus 10% of gross monthly sales.

Vendor desires to rent space from Vendors Mart and agrees to *all* of the following:

After the first months rent, vendor will be paid by Vendors Mart on the 5<sup>th</sup> day of each month for their previous month's merchandise sold less booth rental fee.

In the event the vendor should have a negative balance at the end of the month, the following takes place: the negative balance is due and payable to Vendors Mart on the 10<sup>th</sup> of the month. If the balance is not paid by the 10<sup>th</sup> of the month, a late charge of \$5.00 per day will accrue for each day the balance is past due. If the balance is NOT paid after 15 days, the contents of the booth will be sold for past due rent and late charges and/or given to local charities. Vendors Mart will then rent the booth to another vendor.

The following items are NOT allowed in the booths: Flammable liquids, please empty all oil and grease from tin cans. NO live animals, mattresses, firearms, pornography, motorcycles, cars or mopeds.

Vendors Mart will be closed News Year Day, Thanksgiving and Christmas.

Each item for sale must be tagged and priced with string tags. Each tag **MUST** be labeled with a brief description and booth number (to discourage price tag switching). To change prices on your booth items, mark through the old price and place your initials on the tag. Items without tags will not be sold. If you are running a sale on your entire booth, post a sign on your booth and notify management and cashiers.

It is the vendors' responsibility to keep their booth clean and stocked at all times. The vendor is responsible for displaying the merchandise attractively to promote a positive atmosphere for the customers and your fellow vendors. We will give a warning for unkempt booths. If the booth is not cleaned in a timely manner, we will close off the booth to the public until it is cleaned.

We are not responsible for losses. Acts of God, theft, accidental breakage, water damage and other occurrences will not be our responsibility. We will do our best to insure the safety of your items with security tags( available for purchase) employee surveillance as well as alarm and monitoring systems.

All items must be kept within the boundaries of your booth. Fire code requires all isles to be kept clear at all times. Any item displayed outside on the front porch must not obstruct the outside fire doors. Items left outside your boundaries will be considered to be consignment and

subject to a consignment fee.

Vendors Mart, at their discretion, may take consignment items from vendors. All consignments from vendors will be charged 20% commission for each item sold. Tags on consignment items will be marked and dated by Vendors Mart's associates. Items must be over \$100.00. Items have 30 days to sell on consignment. After 30 days, the item must be removed from the mall or marked down a minimum of 20%. If the markdown is given, the item will have another 30 days at the marked down price. If the item does not sell after that time the item must be removed. The unsold item will be held for 10 days for vendor pick up. If the item is not picked up within the 10 days, the item will be removed by Vendors Mart and/or given to charity.

All vendors will be required to show the associate on duty any items being removed from the mall. All boxes, sacks and bundles will be inspected before leaving the mall. Bring all items to the front counter for inspection prior to leaving.

Vendors Mart will offer layaway to customers with 25% down on items over \$100.00 and the balance due in 30 days. The vendor will not receive payment until the item is paid off by the customer.

Vendors Mart accepts credit/debit cards for purchases. A 3% fee will be charged to vendors for items purchased by customers using credit cards.

Notwithstanding anything contained herein to the contrary, Vendors Mart may, at its option, modify or terminate this agreement at any time with or without cause. Vendors are required to give a 30 day written notice to terminate this contract.

#### Booth Rental Application

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Home phone \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Email address \_\_\_\_\_

Booth size \_\_\_\_\_ Booth Vendor number \_\_\_\_\_

Booth rent price per square foot \_\_\_\_\_ Booth rent per month \_\_\_\_\_

Will you accept call offers?    Yes    No    Ok to call    Home    Work    Cell

Will you accept layaways?    Yes    No

Will you accept dealer or customer discounts?    Yes    No

Describe \_\_\_\_\_

By signing you accept all terms described in this document.

Vendors Mart Associate \_\_\_\_\_ Date \_\_\_\_\_

Vendor \_\_\_\_\_ Date \_\_\_\_\_