



2302 Market Street  
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## Vendor Agreement, Rules and Regulations

This agreement made on this day, the \_\_\_\_\_ of month, \_\_\_\_\_ between

\_\_\_\_\_ AKA "Vendor" and The Menagerie on Market, AKA "Owner", and also referred to in the agreement as "MoM." In consideration of all terms and conditions herein, Owner does hereby rent booth number \_\_\_\_\_, space size \_\_\_\_\_, for the rental price of \$ \_\_\_\_\_.

Space size requested: \_\_\_\_\_ Shelve space (\$15.00 mo) \_\_\_\_\_ Large shelf (\$25.00 mo) \_\_\_\_\_ 4 tier retail shelf \$75.00 8 X 10 (\$190.00 mo) For larger, please contact owners.

- 1. Term**- The term of this agreement shall commence as of the date first written above and shall continue from the first day of the month immediately following on a month to month (first to last day of the month) tenancy until terminated by "vendor" or "owner." All terms and conditions of this agreement shall continue as long as "vendor" holds true to agreement and rules and regulations as listed within these terms above and below.
- 2. Rent**- Rent is to be paid MONTHLY, by the 1<sup>st</sup> of the month and paid in full, sum of \$ \_\_\_\_\_. No partial rental fees will be accepted. First month's rent is prorated based on the date moving in. Any rent paid AFTER the 5<sup>th</sup> day of the month will have a 10% LATE FEE, or after the 10<sup>th</sup> day of the month, will have a 15% LATE FEE. After the 15<sup>th</sup> day of the month, if rent has not been paid, items in the Vendors booth may be subjected to removal from rental booth leading to termination of contract. See rule # 7 for further details. All spaces must be paid before moving into a booth. NO REFUNDS if vendor voids agreement. Owner reserves the right to refuse rental space to ANY prospective tenant. Rent will be taken out before checks are printed and delivered to Vendor. In the event that sales may not be more than monthly booth rent, Vendor will be responsible to pay the difference before the 5<sup>th</sup> of the month.
- 3. Booth Sales**- All sales MUST go through the sales counter and have tax collected. Sales are NOT ALLOWED from your booth directly. A 3% charge for credit card sales will be deducted from Vendor's price. Vendors will be paid at the 1<sup>st</sup> of the month. Commission is figured at 10% of the selling price of your merchandise. Vendor will be given a summary of sales monthly. All sales are final with NO return policy, and this will be posted. Vendors must pick up their checks in person. Only the person(s) whose name is on the rental agreement may pick up checks, unless otherwise agreed with Owner.
- 4. Merchandise**- Vendor agrees and understands by signing this agreement, that booth space rented MUST be maintained, minimum monthly attention to space by Vendor. Owner reserves the right to restrict merchandise that may not fit the profile of The Menagerie on Market. Merchandise MUST be displayed within the space rented, not in the aisles. Safety is everyone's job! The Menagerie on Market restricts the sale of any pornographic material or any objectionable printed material, books, etc. NO weapons, explosives, illegal or any items that could cause harm is permitted in booth. Owner prefers no previous worn clothes. No lit candles are allowed. All power strips must have surge protection. If there is an item that is NOT FORSALE

(NFS) or DISPLAY ONLY, it MUST be tagged accordingly. Make sure all items have price tags secured with all needed information. Each price tag should be legible and will need your VENDOR ID, PRICE, and ITEM DESCRIPTION. Please make sure employee of MoM can read this information easily.

Please keep in mind that we are NOT a Flea Market, we are an Emporium, so as such, keep this in mind when you are stocking your space.

5. **Insurance-** Owner/Employees of MoM shall not be liable for and assumes no responsibility for any physical loss or damage at any time to property of the vendor. Such as burglary, mysterious disappearance, fire, water damage, hurricane, tornado, insects, mold, etc. MoM shall provide general property liability insurance on the premises, but this will NOT cover for any loss of vendor. Owner is NOT responsible for any physical injury to vendor or any associated person assisting the vendor in their booth.
  
6. **Forming/Remodeling-** The Menagerie on Market wishes to be a destination shopping experience unlike any other. With that in mind, we will require all vendors to adhere to a common theme. The vision of MoM is to have a "village" feel to the building. We would like for all our store fronts to have a roof, overhang/awing or A-line roof of some kind. Envision a store front with an overhanging roof. Each vendor will in essence be responsible for 2 walls and your overhanging roof, unless you are taking over an already established booth (in that case, you will need to pay the prior vendor for the walls and etc.) You will be inspired by the model booths that we will have in house. We are going to try and have them all different and personalized to your liking, but following the style of a small town, complete with "streets and lampposts." In effort to create a homey and small-town atmosphere. All formations, improvements or remodeling to the vendor's rental space MUST have approval from owner. Natural, painted wood, or attractively constructed barriers between booths are encouraged to enhance the overall booth appearance. If you are unable to construct your booth and/or your roof line, awing, overhang etc., just let us know and we will, for a negotiated fee, have someone do it for you.

**\*New vendor---- you have 10 days from the day the agreement is signed to construct/stock you store and have it fully functional. If after 10 days, this not fulfilled, we have the right to refund rent payment and select another vendor from our wait list.**

7. **Termination-** This agreement shall cover month to month unless owner delivers to the vendor a written notice of its intentions to terminate the agreement at least ten (10) days prior to end of rental month. Vendor is required to give a 30 day WRITTEN notice if they would like to move out. If vendor moves out early they will not be refunded. If agreement is terminated by vendor or owner, vendor has the time frame listed above to remove ALL items from their booth, or owner will proceed to remove the items from the rental booth (not liable for any damage or missing items throughout move). Owner may without further notice or demand, either directly or through legal process, enter the Vendor's space and remove the contents. After 30 days of notice either from Vendor or Owner, if items remain at MoM, the items will become property of MoM and the owner will be subjected to sell said items and the proceeds will go to MoM.

**\*Owner has the right to terminate this agreement anytime if vendor does not have sells for three (3) consecutive months.**

8. **Communication-** Vendors are aware that the owner or employees of MoM may contact them by phone, email, text or by or social media messaging if applicable. Vendor consents to owner communicating by these methods, unless otherwise established upon agreement. Owner may contact Vendor regarding business related issues that may arise. Owner may contact Vendor for customer request for merchandise offers/discounts unless otherwise established upon agreement. If customer request a discount, MoM will give a 10% discount on merchandise unless Vendor declines to give a discount without notifying them first. Vendor agrees with 10% discount on any and all items above \$75.00 by Vendor, Initial here \_\_\_\_\_.  
Vendor declines to discount, Initial here \_\_\_\_\_.

Best way to contact Vendor: \_\_\_\_\_.

If Vendor post for discounts in their booth, you MUST notify MoM employee to make a note at register for check out.

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

Facebook page (business or personal): \_\_\_\_\_

9. **Consignment-** ACCEPTED items must be marked with total selling price. Consignments will be determined by if space permitted for items. Consignments commissions is 30% of final selling price and will be deducted from your check. Consignment is for a minimum of 30 days and a maximum of 90 days. At the END of the 30 days you may pick up the unsold items. At the end of the 90 days ALL unsold items MUST BE REMOVED from the premises. Any item(s) left after two (2) weeks following the 90 days will become property of MoM, and Owner reserves the right to sell for full profit on item(s) left by Consignment vendor. Limit items to 4, unless otherwise approved by Owner.
  
10. **Theft-** Any vendor found to be stealing (either from another vendor or from MoM) will forfeit all monies that may be due to them AND any merchandise they may have brought into their booth. Police and/or legal involvement may also be taken.
  
11. **Advertising-** Owner strongly encourages Vendors to utilize social media- FACEBOOK, INSTAGRAM and other advertising methods to post pictures of items in your booth on a regular basis. When you visit your booth, check in to MoM and unload photos often. The more advertisement, the more customers, the more sales=growth! MoM will decorate for holidays and seasons and encourages Vendors to do the same. MOM absorbs ALL cost of advertising ie. Bags, Facebook boosted events, silent auctions, open house, holiday events etc. we only ask that you do your part in advertising your space and will share any and ALL post that you post to your page.
  
12. **Housekeeping-** Owner expects you to keep your booth(s) full (but neat). Vendors supply their own cleaning supplies. We have a vacuum available for carpet/rug care. If you choose, we can clean, vacuum, and dust your space(s) monthly for an additional \$25.00 fee. Merely repositioning your items in your booth will draw attention and increase sales. Just remember the more you have, the more sales you will have.

**NOTICE TO VENDOR, DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE EXPECTATIONS AS A VENDOR WITH THE MENAGERIE ON MARKET (MoM). VENDOR HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.**

EXECUTED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

VENDOR TRADE NAME PRINT: \_\_\_\_\_

VENDOR PERSONAL NAME(S) : \_\_\_\_\_

VENDOR CODE: \_\_\_\_\_(THREE LETTERS PLEASE) OR BOOTH NUMBER

