



## VENDOR AGREEMENT

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Vendor Company: \_\_\_\_\_

Vendor Email: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

*ASSIGNED BY MALL – LEAVE BLANK*

Booth Number: \_\_\_\_\_

*ASSIGNED BY MALL – LEAVE BLANK*

Booth Space / Case: \_\_\_\_\_

Rent: \_\_\_\_\_

\_\_\_\_\_

Rent: \_\_\_\_\_

\_\_\_\_\_

Rent: \_\_\_\_\_

\_\_\_\_\_

Rent: \_\_\_\_\_

**TOTAL MONTHLY RENT/FEE:** \_\_\_\_\_

This is a legal agreement between the “Vendor” as named above, and Cowley New & Used Book Café and Antique Mall, hereinafter referred to as “the Mall”.

This is a month to month booth lease agreement. A full month payment is due in full upon signing of this document, and payments thereafter will be deducted from sales. Where sales are not sufficient to cover payment, the vendor will be notified of the balance due. The Vendor is responsible for ensuring that rent is paid in full on the 1<sup>st</sup> of every month. Rent will be deducted in advance from accumulated sales at the end of the month. If there is a balance due, it should be paid by the 1<sup>st</sup>. All balances must be paid in full by the end of the grace period on the 10<sup>th</sup> of the month. Rental space is provided on a month to month basis, and thirty (30) day written advance notice of termination is required.



A late charge of \$25.00 shall be imposed upon all rent not received by the 10<sup>th</sup> of each month. The Mall reserves the right to deduct any late fees from the Vendor's next month payout if the late charge is not paid with the late rental payment.

The Mall shall have the right to remove the Vendor's items and exercise lien rights on all such items to secure and to guarantee payment of all monies due to the Mall after a period of thirty (30) days of unpaid rent has passed.

Vendors will not be required to pay rent for any period that the Mall is inaccessible for business due to any circumstance which causes the Mall to be closed inside of the regular business hours. The antique mall business hours shall be 9:00 AM – 5:00 PM Monday through Saturday. The Mall has no posted hours for Sunday but may be open between the hours of 1:00 PM and 4:00 PM at the owner's discretion, with adequate staffing.

**The Mall is not responsible for your merchandise.** The Mall will exercise every reasonable means to safeguard merchandise on location, including the use of lighting, security cameras and door alarms, however; all merchandise displayed is at the Vendor's risk. For the protection of all vendors, all items must be rung up before they leave the Mall. All sales must go through the register, no sales at booths or independently by vendors of any item while it is located within the Mall or within Mall property will be allowed. All items leaving the premises without a register receipt will be assumed to be stolen, and appropriate steps will be taken. The Mall assumes no responsibility for the loss or damage of any item(s). The Vendor agrees to waive any claim of liability against the Mall (*hold harmless and indemnify*). It is highly recommended that vendors, at their discretion, maintain reasonable insurance coverage on any highly valuable merchandise displayed in the Mall.

All merchandise displayed by vendors in this mall must be tasteful and considered to be of a collectible vintage or a decorative nature, and as such; of value to collectors, particularly to antique enthusiasts. To ensure this, all displayed items must be a minimum of fifty (50) years of age or older unless cleared with Mall Management. Upcycled items are acceptable so long as the original item is twenty (20) or more years in age. Tools, paints and other implements used in the upcycling of items are acceptable for sale in



vendor booths as well, for the enjoyment of our shoppers who may enjoy undertaking similar projects. The suitability of any item is at the sole discretion of the Mall.

All merchandise must be tagged clearly with Vendor's assigned vendor number, a brief description, and price. All items in Vendor's rented space which are not for sale must be clearly marked NFS. If the Vendor has any discounts applicable to the sale of any items, instructions and information must be supplied in writing or via email to the Mall for applicable discounts to be applied.

Firearms (*except any firearm with a frame or receiver that was manufactured on or before Jan. 1, 1899 thereby considered antique and not a firearm*) fireworks, alcohol, drugs, loose lighters, pornographic materials, or illegal items are not allowed to be sold in this Mall. Knives, small antique firearms manufactured before January 1, 1899, jewelry, and lighters should be kept in locked cases at all times.

Vendor may not put any faulty electronic merchandise on display to sell. Vendor must guarantee that any electronic equipment functions as intended unless otherwise tagged. Vendor is not required to guarantee that the electronic merchandise will continue to function for any particular period of time, only that it does at such time as sold, safely function as intended.

Vendor is responsible to keep rented area clean, well-organized with a clear, unimpeded walkway. All items being sold in rented space must be kept within the physical boundaries of rented space for liability reasons, except during such times as there is a sidewalk sale or other applicable promotion necessitating the movement of items outside of rental space. If Vendor does not keep rented space clean and organized with a clear walkway, the Mall will have the space cleaned and a \$25.00 fee will be assessed.

Layaways will not be paid to the Vendor until they are paid in full by the customer. Layaway deposits of 20% are not refundable to the customer. Should a layaway be voided for any reason whatsoever, the layaway deposit will be credited to the Vendor.

Any form of payment returned which cannot be collected by the Mall will be charged back to the Vendor. The Mall will make every attempt to collect all funds due or take legal action against the offender.



Vendors will be assessed a 3% finance charge on any items which are paid for with Credit Cards. This will be deducted from the Vendor payment due prior to issuing of checks.

Sales tax on all items sold will be collected and paid by the Mall to the State of Kansas.

Vendor payment checks will be available for pickup in store by the 7<sup>th</sup> day of each month.

Any changes to the terms of this contract shall be provided to Vendors thirty (30) days before going into effect. Management reserves the right to cancel this agreement at any time with vendors who do not follow all the rules and established procedures. Any vendor who is disruptive, uses abusive language, or otherwise is a nuisance to other vendors will be asked to leave without benefit of a refund.

Management may post new rules as needed. These rules and regulations are for the benefit of all.

By signing, Vendor acknowledges having read this contract, understanding its provisions, and agrees to abide within the terms of the contract as provided.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Printed Name:** \_\_\_\_\_

**Mall Rep.:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_