

Concessionaire Agreement

THIS AGREEMENT made and entered into this _____ day of _____ 2019

BETWEEN:

THE RED BANK ARTISAN COLLECTIVE, LLC, also known as RBAC located at 43 Broad St, in the Borough of Red Bank, County of Monmouth and State of New Jersey, hereinafter designated as the “Consignor”;

AND:

with an address of _____

hereinafter referred to as the “Concessionaire”;

For and in consideration of the premises and the mutual covenants and promises contained herein. The parties agree as follows:

ARTICLE I: Premises. The Consignor does hereby license to the Concessionaire and they do hereby rent from the Consignor the following described premises: **Approx:** _____ square feet of retail spaced located at 43 Broad Street, Red Bank, New Jersey. The square footage is in an open space to be shared with other concessionaires during a limited duration license period. Or, the Concessionaire agrees to consigning product for an agreed upon % **percentage** _____ between the Consignor and the Concessionaire. Concessionaire upon occupancy will accept the premises “as is” and upon termination of this agreement or upon vacation or abandonment of the premises, Concessionaire shall return the premises to Consignor in substantially the same condition as they existed on the date of occupancy, reasonable wear and tear excepted.

ARTICLE II: Term. The term of this agreement shall be _____

ARTICLE III: Use. The Concessionaire shall use the premises for the non-exclusive retail sale of _____.

ARTICLE IV: Rent. Concessionaire shall pay to Consignor *rent* fee or *percentage* in the amount of _____ for the term of _____.

ARTICLE V: Payment and Commissions. On the sale of any item, the Concessionaire will receive Commission in an amount based on the rent agreed upon above. The Concessionaire will receive Commission in an amount equal to _____ of the gross selling price per item excluding tax and shipping. The net selling price shall be the Concessionaire’s sole compensation under this Agreement. The net selling price reflects all sale commissions, including but not limited to the Consignor’s referral fees, shipping, promotions, marketing/advertising, etc. associated to selling the said product. All sales tax will be collected and paid by the Consignor unless otherwise agreed upon. The Consignor issues payments e.g. PayPal every 2 weeks or via check the last day of every month.

ARTICLE VI: Advertising and Marketing. Consignor agrees that Concessionaire, in its sole discretion, may publicly use the property in advertising and public communications of all kinds, including, but not limited to, press releases, direct mail, newspapers, magazines, journals, e-mail or social media advertising communications.

ARTICLE VII: Utilities. Consignor shall be responsible for the cost of using all utilities including, but not limited to electric, gas, water and sewer.

ARTICLE VIII: Alterations and Improvements. No alterations, additions or improvements shall be made to the premises without the prior written consent of Consignor. The Concessionaire further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and noxious material and other objectionable material.

ARTICLE IX: Consignor's Right of Entry. Concessionaire agrees that Consignor and Consignor's agents and other representatives shall have the right to enter and upon the premises or any part thereof at all reasonable hours for the purposes of examining same upon emergency, or upon the Concessionaire's failure to make repairs or alterations therein as may be necessary for the safety and preservation thereof. Concessionaire also agrees to permit Consignor or Consignor's agents to show the premises at all reasonable hours to any person wishing to lease or purchase the same at any time during the term of this agreement.

ARTICLE X: Signs. Concessionaire shall not place nor allow to be placed any signs of any kind upon, in or about the premises except as is permitted by the Consignor.

ARTICLE XI: Strict Performance. The failure of the Consignor to insist upon strict performance of any of the covenants or restrictions of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

ARTICLE XII: Re-entry by Consignor. In the event that the relation of the Consignor and Concessionaire may cease or terminate by reason of the re-entry of the Consignor under the terms and covenants contained in this Lease or by the ejection of the Concessionaire by summary proceedings or otherwise, or after the vacation or abandonment of the premises by the Concessionaire, it is hereby agreed that subject to any other provisions herein to contrary effect, the Concessionaire shall remain liable for all unpaid sums covering the balance of said term and shall pay said sums promptly.

ARTICLE XIII: Limitation of Liability. Consignor shall be under no personal liability with respect to any of the provisions of this Lease and if it is in breach or in default with respect to its obligations or otherwise, under this Lease, Concessionaire shall look solely to the equity of Consignor in the premises and relevant insurance for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Consignor's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall event exceed the loss of its equity in the premises.

ARTICLE XIV: Possession. Possession of the premises shall be delivered to Concessionaire by Consignor on the date of execution of this Lease.

ARTICLE XV: Insurance. Concessionaire shall obtain or provide and keep in full force for the benefit of the Consignor during the term hereof general liability insurance insuring the Consignor against any and all liability or claim of liability arising out of, occasioned by or resulting from any accident or occurrence in or about the leased premises for injuries to any person or persons for limits of not less than 250,000 for injuries to one (1) person and \$500,000 to more than one person in any one accident or occurrence, and for the loss and damage to the property of any person or persons of not less than \$150,000 for property damage including coverage of the premises. In the event that there is no insurance coverage maintained by Concessionaire during the term, the concessionaire

here by releases and waives any and all claims they may have against the Consignor occurring in or around the premises for the term of this agreement including claims for inquires, loss of personal property, theft by invitees or other concessionaires, or their agents, servants or employees inside the premises. Concessionaire hereby fully and without limitation indemnifies and holds Consignor harmless from any and all claims which may arise during the term of this agreement.

ARTICLE XVI: Notices. Any notices required under any provision of this Lease shall be given to the other party in writing and delivered by email to the following addresses.

ARTICLE XVII: Waiver of Subrogation. Concessionaire hereby releases Consignor from any and all liability or responsibility to the other or anyone claiming under them by the way of subrogation or otherwise for any losses, damage, claims or liability pertaining to the premises.

ARTICLE XVIII: Cumulative Remedies; No Waiver; No Oral Change. The specific remedies to which Consignor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them of any provision of this Lease. The failure of Consignor to insist in any one or more cases upon the strict performance of any of the covenants of this agreement, or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Consignor of basic rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waive change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless express in writing.

ARTICLE XIX: Compliance with Laws. The Concessionaire shall promptly comply with all laws, ordinances, rules , regulations, requirements and directed of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Concessionaire's own cost and expense. The above requirement shall apply to those affecting the occupation of the premises and not as to any violations due to structural damage.

ARTICLE XX: Damaged Beyond Consignor's Control: The Consignor shall not be liable for any damage or injury which may be sustained by the Concessionaire or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Concessionaire of the Consignor or the Consignor's or this or any other Concessionaire's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to and interference with, interruption of or failure, beyond the control of the Consignor, of any services to be furnished or supplied by the Consignor.

ARTICLE XXI: Limitation of Use of Premises: The Concessionaire shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any

purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or other casualty.

ARTICLE XXII: Validity of Terms and Conditions: The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provisions herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE XXIII: Applicable Law. This Lease shall be governed by and construed under the laws of the State of New Jersey.

ARTICLE XXIV: Holding Over. In the event that the Concessionaire shall remain in the demised premises after the expiration of this agreement, such holding over shall not constitute a renewal or extension of this agreement. The Consignor may, at its option, elect to treat the Concessionaire as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against the Concessionaire as a licensee only, not a tenant with rights under NJ law, as this agreement is for a limited duration.

ARTICLE XXV: Gender Reference. In all reference herein any parties' persons, the use of any particular gender, or in the plural or singular number, is intended to include the appropriate gender or number as the text of this Lease may require.

ARTICLE XXVI: Headings. Paragraph headings contained in this Lease are for information only and are not intended to define or limit the meaning or content of the paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused their corporate seals to be affixed on this day and year first written above.

THE RED BANK ARTISAN COLLECTIVE,
LLC. CONSIGNOR

By: _____
Deborah Eisenstein, RBAC Owner

Concessionaire

By: _____
Signature
Email: _____
Phone #: _____

Printed Name

Printed Name