

VENDOR CONTRACT

Booth: _____

Makers Mercantile & Studio, LLC
824 9th Street Suite A Greeley, CO 80631
970-515-9907

This is an agreement between _____ and Makers Mercantile & Studio, LLC, hereinafter referred to as, "the Parties".

RENTAL PRICING STRUCTURE

Rental spaces vary from \$20 to \$140 depending on the size and location of the space. Booths, showcase (kiosk) or shelf will be rented on a first come, first served basis. The rental contract is for a 6 month period and extended on a month to month basis thereafter.

The rental of the booth shall start on _____

The following rental options have been selected:

Prime Full Booth \$140 _____
Prime Half Booth \$70 _____
Prime Sections/Kiosk \$35-\$40 _____
Full Booth \$120 _____
Half Booth \$60 _____
Double Shelves \$30 _____
Single Shelf \$20 _____
Other \$ _____
Electric \$5 _____

RENT DUE

Rent is due on the 1st day of the month and is considered late by the 2nd day of the month. A late fee of \$10 applies for all payments after the 1st day of the month. A 1.5% interest charge per month will be added to any account past due over thirty (30) days and will be compounded monthly.

COMMISSIONS

A fifteen (15%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. The commission covers credit card processing, marketing, advertising, general cleaning and maintenance.

VENDOR PAYOUT

The close of business is on the last day of the month. Funds over \$25 will be paid to vendors by direct deposit or will be available by check for pickup at MMS on the first Tuesday of the next month. We recommend using ACH as a payment method since physical checks take longer to be received. Vendors may pay their rent by ACH (preferred) or in person with cash or credit/debit card.

ALL SALES must be run through the cash register. ALL SALES ARE FINAL WITH NO RETURNS OR REFUNDS.

VENDOR IDENTIFICATION - TAGGING

All vendors will have an identification number, which will be assigned by MMS. This identifier will be included in the barcoded price tags generated by the store inventory system. Vendors will log into the system and add their products. Price tags will be printed out at MMS and the vendor will place them on the merchandise. Price tags must be securely fastened. If a price tag is not visible on vendor products, MMS will attempt to contact the vendor. If MMS cannot make contact, MMS staff has the right to estimate the value of the product and sell it.

PLEASE ENSURE ALL PRODUCTS HAVE PRICE TAGS.

SALE - PRICE REDUCTION

Each vendor can set their own sale or discount price in the inventory system. No prices can be crossed out and another price written in. This process does not require new tags to be generated/printed. Once a sale price is modified in the system, the discount will automatically be taken at checkout. Any other changes to original prices, like an increase, will require a change in the inventory system. New tags will need to be printed at the store, so the vendor can retag the products.

DISPLAYS - HOUSEKEEPING

Displays

All merchandise for sale must be kept within each vendor's assigned space, unless being highlighted in front display windows. Window displays are maintained by MMS and at our discretion. If a vendor wishes NOT to have their merchandise displayed in front windows, please indicate here ___ by marking with an "X" to make that wish known.

Customer walkways shall not be obstructed by vendor display structure or merchandise. All spaces must be clear of debris so that customers can walk freely without hazard. Rugs must have a mat underneath to ensure the rug does not slip or move. MMS reserves the right to remove rugs or items that may cause danger to others.

ALL construction/buildout MUST be approved by MMS management.

Depth of all booths is approximately 4 feet from any back wall, the 2 feet closest to the wall can have any height display, the next 2 feet closest to the aisle cannot exceed a height of 4 feet to maintain sight lines within the store.

In an effort to create a cohesive and visually appealing establishment, MMS has developed an aesthetic guide which is located on our website. It gives guidance and examples of what is acceptable and what is not.

Electrical access is available alongside brick walls, but not in the interior middle section. Our friends at the fire department require that just ONE 3 prong surge protector with a minimum 1000 joule rating be plugged into any one wall outlet is allowed.

No additional extension cords or daisy chaining is allowed per fire code. Vendors that wish to use electricity will be assessed a monthly fee of \$5.00 which will be reflected on the vendor statement. Light bulbs or lighting must be CFL or LED and 25 watts or less. No overnight lights left on 24/7 are allowed.

Housekeeping

Vendors are responsible for keeping their own space and merchandise lean and orderly. By reworking the items your merchandise looks new and ensures an attractive display. MMS is responsible for maintenance of aisles and common areas. If a vendor's booth becomes visibly dirty or dusty the vendor will be notified to clean it.

PROHIBITED SALES

MMS management reserves the right to prohibit any items from being sold on the premises and reserves the right to refuse any merchandise we feel is incongruent with the owners' atmosphere and quality.

Items Allowed

- * Artisan gifts and home decor and other artisan merchandise
- * Quality vintage or antique items that are in good, clean condition
- * Retail food (with proper licenses & permits)

Items Not Allowed

- * Inappropriate for children, includes vulgar/adult language
- * Unwanted household items or low-quality items that have no collector or decorator interest
- * Drug paraphernalia, tobacco products, items containing alcohol or flammable liquids
- * Firearms, ammunition, fireworks or explosives, hazardous or dangerous materials of any kind
- * Copyrighted materials without permission (Ex. Disney, Dr. Seuss, Official Sports, etc.)

LOSSES AND INSURANCE

MMS will not be responsible for any loss or damage of merchandise, property or equipment, either from natural or unnatural causes, such as theft, fire, flood, wind, rain, or any other cause whatsoever. MMS cannot insure inventory that we do not own.

Each vendor is encouraged to carry their own insurance for their own protection against theft, fire and damage. MMS staff will do what we can to protect vendor merchandise. The signed contract acts as a waiver in removing MMS and its ownership from any responsibility.

MOVE-OUT/TERMINATION OF AGREEMENT

MMS requires a 30-day written notice (email is acceptable) when and if the vendor decides not to renew this rental agreement.

MMS may immediately terminate this agreement upon written notification to the vendor if said vendor fails to comply with all terms of this agreement.

Move-outs shall occur on or before the last day of the current rental period. If a vendor's items are not completely moved out with their space cleaned by the last day of the month, they will be charged an additional month's rent. Vendors must settle all overdue rent charges and damages before removing merchandise from MMS on move-out day.

Booths must be left how they were received prior to set up and any and all construction if any must be taken down at the end of rental period unless otherwise approved by MMS.

MEDIATION

If a dispute arises, between or among the Parties, the Parties shall first proceed in good faith to submit the dispute to mediation. Mediation costs shall be mutually shared between and among the parties. The Parties reserve and retain their rights to proceed to litigation only after mediation proves to be unsuccessful. If litigation is pursued, the prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney’s fees and costs incurred in that action and proceeding.

By signing this contract you agree to all the terms of this document.

VENDOR:

_____ Date: _____

MAKERS MERCANTILE & STUDIO, LLC:

_____ Date: _____