

Jasper Pickers, LLC.

Antique and Flea Mall

New Vendor Info and Monthly Contract

The lease for floor/shelf space is made and entered into this ____ Day of _____, 20____, between Jasper Pickers, LLC (hereinafter JP), an Alabama LLC, located at 315 Hwy 78 West, Jasper, AL 35501, and _____, (hereafter "Vendor"). In consideration of the rents and other payment to be made by the Vendor and the mutual covenants and agreements between JP and Vendor hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Vendor, the parties hereto agree as follows:

X ____ 1. Description of Lease Space: JP hereby agrees to lease to Vendor, and Vendor hereby agrees to lease from JP, floor space containing approximately _____ square feet, designed as booth Number _____ on the floor plan of the leased premises. Vendor may use the premises only for the sale and display of merchandise consistent with the operation of a combined shop for antiques, gifts, furnishings, furniture collectibles and other decorative items as approved by JP. Vendor accepts booth space in "as is" condition and will make no structural changes to the premises without the prior express consent of JP.

X ____ 2. Term of Lease: The term of lease shall be for a period commencing on _____ and ending on _____, both dates inclusive, and shall continue from month to month hereafter. **Either Vendor or JP may terminate this Lease with thirty (30) days written notice to the other provided above.** If the lease termination does not coincide with the end of the calendar month, the rent will be prorated for the following month.

X ____ 3. Rent: Vendor shall pay JP a fixed monthly rent in an amount equal to \$2.20 per square foot per month, which shall be equal to the cumulative sum of \$ _____ per month. The first month's rent is due prior to moving in. After the first (1st) month rent is paid, all future rental payments will be deducted from Vendor sales totals for the month. If Vendor sales totals do not meet the rent or amounts owed, the Vendor will be responsible for the difference on or before the fifth (5th) of that month.

The rent hereunder shall not increase during the first twelve (12) months after the due date of Vendor's execution of this lease. JP has the right to increase monthly rent at the end of the twelve (12) months of this signed lease.

X ____ 4. Past Due and Delinquent Rent: Any unpaid balances remaining after the fifth (5th) of the month owed is considered "Past Due". A penalty of five dollars (\$5.00) "per day" will be added to Vendor's unpaid balance until paid in full. Any unpaid balances remaining after ninety (90) days is considered "Delinquent". At this point, JP has the right to use Vendor's existing inventory in booth to pay for the delinquent account. Any amount still owed will be put in for collections and merchandise leftover will become the property of JP.

X ____ 5. Credit/Debit Sales Charges: Vendor shall pay to JP any expenses of whatever nature incurred by JP as a result of Vendor's merchandise being sold on credit and/or debit cards.

Credit/Debit charge fees may be adjusted according to prevailing rates and costs. Vendor may also pay booth rentals or amounts owed to JP by credit card and will again be responsible for any associated fees. The current card fee is no more than ____%.

X ____ 6. Assignment and Subordination: Vendor may not assign or transfer any of its rights or obligations under this Lease without the prior written consent of JP.

X ____ 7. Sales Receipts and Payment Plans: JP shall have a right to collect all monies for merchandise sold by the vendor on the leased premises. JP shall remit all monies due to the Vendor, in arrears once a month, on the first (1st) day of each month. With each payment, JP will provide Vendor a record of all their sales and deductions for that period. All State, City, and County sales taxes shall be collected and paid by JP. **All transactions must come through the front register. No sales are permitted in the vendor's booth or anywhere else in the building. If you wish to sell your merchandise yourself, you must take it off the premises.**

X ____ 8. Surrender of Leased Floor Space Upon Termination of Lease: At the termination of the leased term, Vendor shall surrender the leased property in the same good order and repair in which such property now is, ordinary wear and tear excluded. Vendor shall remove all of its unfixured property so that JP can repossess leased premises. **All booth improvements shall become the property of JP, unless otherwise agreed prior to Vendor's vacation of the leased premises.** The Vendor must notify an employee of JP of his/her intent to remove items from the booth before using any of the exit doors. JP has the right to inspect Vendor's merchandise before leaving.

X ____ 9. Utilities: JP shall furnish power, water, AC, and heat to the building in which the leased floor space exists. JP shall provide these utilities at no additional charge. However, if the Vendor uses electricity at their booth, there will be a charge of ten (\$10.00) dollars per month for that service.

X ____ 10. Fire and Casualty: JP will not be liable for any damage to the building in which the leased floor space exists, or destruction of the building for any other reasons. JP and Vendor agree, however, that if the building in which the leased floor space exists is destroyed by fire, windstorm or any other casualty which causes a substantial damage to the leased property. Vendor shall have the right to surrender possession of the leased property and immediately terminate this Lease agreement upon written notice to JP.

X ____ 11. Contents: Vendor shall bear the entire risk of loss of any of Vendor's property, because of any casualty whatsoever, included, but not limited to, fire, windstorm, flood, theft, vandalism, price switching, terrorism, or act of war. Vendor hereby expressly waives any rights or remedies it may have against JP for any damage to any property. Vendor holds for retail sale on this leased floor space. The insurance carried by JP does not cover the vendor's inventory.

X ____ 12. Theft or Loss of Merchandise: The vendor will indemnify and hold JP harmless from any liability of any act or omission of the vendor. While JP will make every effort to prevent and control shoplifting, it is impossible to completely eliminate this. The Vendor agrees that he/she will do everything possible to prevent theft, such as, lock up items of high value. If shoplifting of

the Vendor's merchandise is caught on the surveillance cameras, the Vendor will be notified. It is the responsibility of the Vendor to proceed with legal action against the shoplifter(s).

X 13. Regulations and Recalls: The Vendor is responsible for checking the government guidelines on merchandise, such as, car seats, strollers, etc. if he/she chooses to sell these items, and make sure his/her items meet the standards set by the government. If any recall is put on an item, the vendor is responsible for removing that item from the store.

X 14. Exoneration from Liability: JP shall not be liable to Vendor or its officers, agents, or employees, for any personal injury or property damage, irrespective of how much injury or property damage may be caused, whether from action of the elements or actions of negligence of the Vendor or occupants of other floor space.

X 15. Rules and Regulations: Vendor acknowledges receipt of a copy of this contract along with a "Vendor Information Sheet" and agrees to abide by the Rules and Regulations governing lease of the leased floor space, wall, and/or showcase or bookcase.

X 16. Governing Laws: This lease shall be construed pursuant to the Laws of the State of Alabama. IN WITNESS THEREOF, the parties have executed this Lease Agreement on this _____ day of _____, 20____.

Vendor Signature: _____

JP Management Signature: _____

Date: _____