



Yesterdays Bazaar

Monthly Lease Agreement

THIS LEASE (the "Lease"), made and entered into this day _____ by and between Yesterday's Bazaar – "The Bazaar" (the "Landlord"), and the undersigned _____ as tenant (the "Tenant"); That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the space(s) (the "Space") located within 183 Old Courthouse Road, Appomattox, VA. 24522 for the term (the "Term") and rent (the "Rent") as shown on the space layout (the "Layout"). The Term shall run monthly. The Landlord reserves the right to change the Rent rates for any Space.

HOURS OF OPERATION: Variations from the advertised business hours will be permitted with approval of the Landlord.

Tuesday – Saturday 12 PM – 6 PM

For the security of other tenant's merchandise, Tenant is not to be allowed into the Bazaar on any days other than the ones stated.

SPACE RENTAL: All spaces must be paid for prior to setting up. NO REFUNDS. Rent must be paid in full at the office or received at our post office box. For security reasons, the Landlord requests that Rent be mailed to our post office box. Space rental is to be done by the Landlord only. No sub-letting permitted. Landlord reserves the right to refuse space to any prospective tenant.

RENT PAYMENT POLICY: Rent is due on the 1st of the month and is past due if not received by the 7th of the month. Tenant will incur a \$35.00 late fee if not received by the 7th day of the month. The late fee will be charged, if Rent is not received at our post office box or paid at the Bazaar by the 7th day of the month of the rent due date. Please mail your checks or money order payments (DO NOT MAIL CASH) payable to:

Returned Checks: Any checks returned by your bank for rent payments will incur a minimum \$35.00 late fee plus a \$25.00 returned check service fee.

TERM: The term for this agreement will run for thirty days from the date of signatures. The agreement will auto renew for an additional thirty days unless the agreement has been terminated.

TERMINATION: This agreement can be terminated at any time by Tenant with a thirty day notice and payment of all owed rents and service fees due the Landlord. Landlord may terminate the agreement at anytime.

LICENSE AND TAXES: Tenant making sales transactions must have a Business licenses issued by the Town of Appomattox. Tenant is responsible for collecting all required taxes and reporting to the appropriate authority as required by the Virginia Department of Taxation.

CONSIGNMENT TERMS: Sales handled by Yesterday's Bazaar include 15% Commission on all sells and 2.75% charge for Credit Card and Debit transactions. Collection of required taxes for Appomattox County and the Commonwealth of Virginia. 5.3% with each transaction.

MERCHANDISE: No food or drinks are to be sold without prior written consent from the Landlord. The sell or use of alcoholic beverages or fireworks is prohibited. The Bazaar reserves the right to restrict the sell, display, or distribution of any objectionable printed material, photographs, films, books, etc. No handbills can be given out on the premises without prior written consent of the Landlord. Animals are not to be brought in or sold in the Bazaar. Antiques, collectibles, and memorabilia are permitted. The Bazaar does not condone the sale of counterfeit merchandise and is not responsible for any merchandise sold. No counterfeit or look-alike merchandise or any other merchandise prohibited by federal, state and/or local laws shall be sold or solicited at the Bazaar. Any additions to merchandise sold by Tenant, beyond those products listed on this Lease, must receive prior written approval from Landlord. Landlord may restrict the sale of certain merchandise by Tenant.

INSURANCE: The Landlord assumes no responsibility for any physical loss or damage at any time to the physical property of Tenant. The Landlord is under no obligation to provide mischief or general liability insurance for the personal property of Tenant or any claims for personal injury, death, or property damage in or about the spaces rented by Tenant.

INDEMNIFICATION: Tenant will indemnify and hold the Landlord harmless from any loss, cost, or expense of any sort or nature, including reasonable attorney fees and costs, and will indemnify and hold the Landlord harmless for any liability to any person on account of any damage to persons or property resulting or occurring by reason of the use and occupancy by Tenant, or for any failure of Tenant to comply in any respect with or to perform any of the requirements and provisions of this Lease.

REMODELING: No remodeling is to be done without prior written approval from the Landlord. All partitions, walls, counters, lighting or building improvements, etc., that are attached to the building shall be considered as lease hold improvements and become the property of the Landlord when the Space is vacated. No holes will be permitted in the concrete. Walls cannot exceed 8 feet in height.

TENANT SPACE: Tenant's merchandise is to be sold or displayed within the space rented, The Bazaar may cancel Tenant's use of any space without refunding any prepaid Rent.

SMOKING POLICY: Smoking is not permitted inside the Bazaar.

TENANT'S PROPERTY: Any inventory, fixtures, or building material left anywhere in the Bazaar, except within Tenant's rented space shall become the property of the Landlord and will be sold, removed, or destroyed. All proceeds from a sell of any of the above shall benefit the Landlord. Any of the above not sold, removed, or destroyed will be subject to a storage fee of \$35.00 per week. The above also applies to Tenant that has vacated their space or is delinquent in paying Rent. If Tenant is two weeks late in paying Rent, Tenant permits Landlord to box up Tenant's inventory, place inventory into storage and charge Tenant a storage fee until Tenant's Rent is paid.

LIEN FOR UNPAID RENT: Tenant agrees that the Landlord shall have a lien on any of Tenant's inventory and fixtures in the Tenant's Space or elsewhere in the Bazaar for any unpaid Rent or other obligation of the Tenant to the Landlord. In order to satisfy said lien, after 30 days, Tenant authorizes the Landlord to sell Tenant's merchandise left in Tenant's space or in storage at public or private sell without any further notice to the Tenant and to apply the proceeds from the sale of said merchandise to the expenses of sell, storage fee, the Tenant's obligation for Rent and excess, if any, to the Tenant.

SURRENDER OF POSSESSION: Upon the termination of this lease or any extension thereof, Tenant shall surrender the demised premises in the same condition after any remodeling or repairs as at the beginning of the Term, ordinary wear, tear, or damage by fire or other casualty excepted.

WAIVER OF SUBROGATION: Landlord and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm, or corporation claiming by, through, or under Landlord or Tenant, their successors, or assigns, against the other, or their directors, officers, agents, employees, successors, or assigns, for any loss or damage to the premises and any improvements or other property located therein or to the building and any improvements or other property located therein caused by or resulting from fire, or other casualty of whatsoever origin. All policies of insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement, carried and maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insured there under waives all rights of subrogation against either Landlord or Tenant.

RIGHT OF RELOCATION: Landlord shall have the right to relocate Tenant and to substitute for the Bazaar Space described herein other space in the Bazaar.

NOTICES: All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail, addressed as follows: As to Landlord: Yesterday's Bazaar, P. O. Box 2182, Appomattox, VA. 24522. As to Tenant:

GOVERNING LAW: This Lease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia which are applicable to contracts executed wholly within that commonwealth.

PROVISIONS SEVERABLE: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SALES TAX REGISTRATION: Tenant certifies that the below information is true and correct, and that Tenant will collect and remit the appropriate sales tax to the Virginia Department of Taxation.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between Landlord and Tenant and all understandings between Landlord and Tenant are merged in this Lease. This Lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.

OTHER STIPULATIONS: Any tenant requiring power to be made available to the leased space will be required to notify the landlord and present reasoning and location for power. All power will be at an additional monthly minimal fee \$25.00. Request for additional power will require additional monthly charges based on requirements

SPACE DETAILS: X located on the Right/Left side of floor space

IN WITNESS, WHEREOF the Landlord and Tenant have caused this Lease to be duly executed and sealed, as of _____, 20_____.

LANDLORD: Yesterday's Bazaar

TENANT:

Name (Print) _____

Business Phone _____

Business Name _____

Home Phone _____

Home Address _____

City, State, Zip _____

Email Address _____

Driver's License No. & State _____

PLEASE LIST MERCHANDISE TO BE SOLD (Be specific):

_____ Revised 03/11/2018