



## On&On Marketplace

414-861-6566

### Vendor Rental Agreement

The following are the RULES & REGULATIONS for the operation of On&On Marketplace.

1. **100 sq ft Space Rental:** \$300 per month.
2. **120 sq ft Space Rental:** \$350 per month.
3. **Handmade Bookshelf Rental:** \$50 per month.
4. **Locked Case Rental:** \$35 per month.
5. **Handmade Tabletop Space Rental:** \$25 per month.
6. **Rent Due:** 1st month's rent must be paid before move-in. Rent will be deducted from accumulated sales of the previous month. Vendor will be notified by On&On if rent is due and rent must be paid by the 10th of the month. If is not paid by the end of that month, unsold merchandise may be sold by On&On to cover past due rent and cannot otherwise be removed from the market until rent is paid in full. Rent extends from the first day of the month to the last day of the month.
7. **Commissions:** A ten percent (10%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers marketing, advertising, packaging, utilities and maintenance. An additional three percent (3%) will be charged if a customer uses a credit card.
8. **Pay Periods:** The close of business on the last day of the month is the cut-off date for processing sales. Checks to vendors will be available for pick up by the 3rd business day of the following month. One month's rent and all commissions are deducted from the sales. (For example - July's rent will be subtracted from June's sales) All sales and sales reports will be available to review in real time via Quail HQ.
9. **Pricing: *On&On will supply removable labels to be placed on each tag or item - these labels MUST BE USED on each item for sale at On&On. No exceptions.*** The removable label must have the following information: Vendor ID (will be assigned), Price and Item Description. To protect the vendor, prices cannot be crossed out and replaced by another price written on the label. Vendors are responsible for pricing their own merchandise. Removable labels MUST be used on all items.
10. **Display/Housekeeping:** Vendors shall keep their assigned spaces neat, clean, organized and tastefully arranged with approved merchandise so as to maximize its visual appeal, allow for freedom of movement and perusal by customers and be free of danger, obstructions or clutter. Vendor shall also monthly reorganize, freshen and re-merchandise their space and Vendor shall continuously replenish sold merchandise and introduce or rotate fresh merchandise within their space.
11. **Monitoring Sales:** Each vendor will be provided with access to Quail that will show real-time sales.
12. **Sales:** A vendor may run a sale in his or her space. All special sales or discounting must be disclosed to On&On desk in writing before posting in rental spaces. We will also send personal text messages with offers on vintage items over \$50.00 if the vendor so chooses.



13. **Prohibited Sales:** Vendor's items shall be approved by On&On as to acceptability and quality. Management of On&On reserves the right to prohibit any items from being sold on the premises. Management reserves the right to refuse any merchandise we feel is inappropriate. No "flea market" items are allowed. All merchandise needs to be vintage, handmade (by you), or repurposed. No direct sales or imports allowed. All sales will go through the On&On Marketplace cash register. Vendors working in their booths may "deal" or reduce a price to a customer but are not allowed to complete the sale on premises without going through the register. For our purposes vintage is classified as anything 25 years old or older.
14. **Vendor Profits/Loss:** All vendors are expected to cover their rent with their monthly sales. The first month a vendor does not exceed their rent and fees by a minimum of \$10, the vendor will be placed on probation. If the vendor does not exceed their rent and fees by \$10 in any of the following three months, the customers have shown that the vendor is not a good fit at On&On and they will be asked to leave.
15. **Displays:** All merchandise must be kept within each vendor's assigned space. Walkways can not be obstructed.
16. **All Laws Apply:** Vendors shall abide at all times by the codes, ordinances, and regulations of the city, county, state and other governmental agencies having jurisdiction over the conduct of the vendor's business.
17. **Term:** The term of this lease shall be considered to run from the start date indicated below on a month-to-month basis until terminated or altered by either party on at least 15 days written notice to the other party.
18. **Move-Out:** Move-outs shall occur on or before the last day of the current rental period. Holdovers will be charged an additional rent. Management must be given a written notice a minimum of 15 days before the end of the month if the vendor chooses not to continue agreement.
19. **Sales Tax:** On&On accepts full responsibility for reporting and remitting to the appropriate taxing authorities any sales tax that is received and collected by On&On for taxable sales of Vendor's merchandise.
20. **Losses and Insurance:** Vendor is responsible for his or her own insurance and premise liability. All premises will be monitored via security cameras to prevent theft. On&On 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.



**Vendor Contract**

**Shop Name:** \_\_\_\_\_

Vendor's Name: \_\_\_\_\_

Payee Name: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor's Telephone Numbers: (C) \_\_\_\_\_  
\_\_\_\_\_

Vendor's Email address: \_\_\_\_\_

Vendor's Assigned ID #: \_\_\_\_\_

Vendor's Monthly Rent Amount: \_\_\_\_\_

Vendor's Lease Term Start Date: \_\_\_\_\_

I have read the above rules, regulations and guidelines and accept the conditions as stated.

Vendor

On&On Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date