



Vendor Space Agreement Fancy Schmancy Vintage Boutique Flea Market & Vendor Mall

Office Checklist:	
_____	Contract entered in POS system
_____	FS approved
_____	Add cell phone to text list

Name: _____ Business Name: _____

Cell Phone: _____ Email: _____

Street Address: _____ City/State/Zip: _____

Brief Description of Merchandise:

Vendor's Space Rental Information

Vendor Number _____ **Booth Number** _____

***To be written on merchandise tags along with Item Description and price.**

Space Rental Monthly Fee \$ _____

Amt Paid \$ _____

Date Paid _____

Full month rent payment entered in computer:

Date entered _____

(Don't enter Pro-rated amount)

***10% Commission will be deducted from sales monthly to cover credit card fees, Point of Sale fees, marketing & events.**

First Month's Rent if Pro-rated: Price per day \$ _____ # of Days _____ **Total Due \$** _____

Electricity Fee \$5/month if desired Yes _____ No _____

*Our POS system automatically takes the rent payment & 10% commission from your sales each month. Negative balances must be paid by the 10th of each month to avoid a 10% late payment fee. Positive balances are available to pick up on the 3rd of each month. *Vendor is subject to eviction if the balance is negative and unpaid for 2 consecutive months. *Vendor is subject to eviction if their sales do not exceed their rent for 3 consecutive months after a 2-month new vendor grace period.

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 with 7 DAYS prior notice to the other party. **Start Date:** _____ **Tentative Move-in Date:** _____

By signing below, both parties agree to Terms on pages 2-3 of Agreement and Space information, terms and pricing on page 1.

Vendor Signature

Date

FS Signature

Date

Vendor Space Agreement Terms

1. A Vendor is a person who wishes to lease space at a regular recurring monthly rental charge based upon size and location at the FS premises for craft/antique/collectibles sales.
2. Vendor shall keep their assigned space 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 reorganize, and re-merchandise their space, and **Vendor shall continuously replenish sold merchandise and introduce or rotate fresh merchandise within their space a minimum of two times per month**. Exceptions are made for vacations and illness as long as Vendor keeps in touch with us via phone text or call.
3. Items cannot have an odor; i.e. smoke, musty or musky-smelling items will not be allowed.
4. **Vendors are required to work their space as mentioned above in #2. Failure to do so for 2 consecutive months will result in termination of contract and removal from store.**
5. Vendor's clothing items shall be approved by FS before being placed for sale. Clothing is allowed in vendor's space with restrictions. **Clothing and shoes are limited to no more than 6 items at a time, combined**, and must be in like-new condition, in season and free of stains, tears, and odor. We allow one boutique clothing vendor, one children's boutique clothing vendor and one t-shirt vendor in the store at one time.
6. **All handmade craft or wholesale items must be approved in advance so no two vendors have to compete and in order to keep a wide variety of merchandise in the store for customers. Any vendor found copying another vendor of the store or bringing unapproved merchandise similar to another vendor will be asked to remove those items from booth as a warning. 3rd offense is subject to eviction.**
7. FS shall provide for Vendor's reasonable heating, air conditioning, lighting, general area cleaning, interior/exterior building maintenance, front-desk cashier services, sales accounting and monthly distribution of payment from sales.
8. Vendor shall vacate space one day prior to the last day of the month when choosing to move-out for any reason. This is to allow ample time for FS to clean and prepare for new vendor to move-in one day prior to the first day of the month. Minimum 7 Days notice by the last day of the month is required when choosing to move-out to allow FS time to re-rent space. Vendor choosing to move out prior to the end of the month will not be reimbursed any amount of rent paid for that month.
9. Any abandoned items (items left in booth after moving out or after contract termination) will be stored for up to one month until rent is paid, including a packing/storage fee of \$50. After 30 days, all items are forfeited to Fancy Schmancy to sell as payment of unpaid rent.
10. FS will collect sales tax and account to Vendor on a monthly basis for all of Vendor's sales. Price tags from a vendor's merchandise shall be used to enter and record sales and these tags shall be returned to Vendor with payment each month.

11. FS shall bear absolutely no responsibility for any risks, hazards, theft, injury/damage or other actions that harm the Vendor's merchandise while placed at the FS premises. Vendor must obtain their own private insurance coverage for the merchandise. Vendors shall indemnify and hold FS harmless from any claims arising out of the presence or sale of Vendor's merchandise at the FS premises.

12. Vendor shall clearly mark merchandise with a tag indicating the asking price, the Vendor Number, and a description of the item. FS will record sales of Vendor's items utilizing information contained on Vendor's merchandise tag. If tags are not legible, we will use our best judgement without repercussion.

13. FS shall pre-authorize with vendor any permitted discounting off the marked price of an item. Vendor will be contacted if a lower offer is made on an item in their booth. If vendor cannot be reached, FS has authority to discount item 10% to avoid losing the sale. This rule excludes items with tag marked "FIRM".

14. Vendors may put their booth on Sale at any time. Simply call/text the store and we hang a sign and pre-set the sale percentage in the POS system. Items excluded from a percentage sale must be clearly marked FIRM. If only a portion of items in the booth are on sale, tags must be marked in some way: Red Slash, pink dot, blue tag, etc. otherwise we will not be held responsible for mistakes made at the register.

Online POS System, Texting Service and Social Media:

***We have a Facebook Group for Vendors of Fancy Schmancy! This is a private group where we share information about the store and communicate with one another about upcoming events, sales, and more! Please search Facebook for "Vendors of Fancy Schmancy", choose "Join Group" and answer the two questions. You may add people to that group ONLY if they are directly involved with the upkeep of your booth. Please follow our 3 business pages and like and share our posts. Tag the FS page in your own posts of your booth so that we may share them to our page.**

***We use a texting service for mass phone messaging. These texts have to be short and contain important information about the store and your booth. Please pay attention and read each one! You will automatically be added when you rent a space. This is Not optional. Your phone number is only seen by us and can only be used by us.**

***You may check your sales at any time from the following website:**

<http://goantiquing.net/fancyschmancy>

Type the link directly into your browser exactly as it appears above. Enter your Vendor Number in the Vendor ID box. There is no password setup for your account, so leave the password box blank and click "Login". You may choose "change password" if you'd like to add a password to your account. That is optional.

You will receive an email each day an item is sold from your booth. You may click on the link in that email to go to the website. If you're not receiving the emails, check your Spam folder, then call the store to double-check that your email address was entered correctly.