

VENDOR AGREEMENT

This agreement is by and between The Marketplace, a division of the Calico Rock Community Foundation, Inc. located at 104 Main Street, Calico Rock, Arkansas (Store), and _____ (Vendor) effective on ___ day of _____, 20___ for six months expiring on the last day of _____, 20___.

Store agrees to provide reasonable maintenance, security, and sales support for all vendors. Store reserves the right to reject any vendor or any item offered for sale at any time. Store shall collect and remit sales tax.

Vendor agrees to rent a retail space on a monthly basis for a period of six months. Rent is not prorated. Vendor agrees to stock the rented space with merchandise for sale and to keep the space neat and tidy. Vendor agrees to remove any unsaleable merchandise and will regularly stock and clean the space.

Store is not responsible for theft, loss, or damage of merchandise. Vendor agrees to hold Store harmless for losses of merchandise for any reason. Store does not maintain insurance or responsibility for lost, stolen, damaged, or destroyed merchandise.

Vendor agrees to tag each item offered for sale with information required by Store, including price, identifier, and description.

Sales will be totaled at the end of the month and checks issued no later than the 10th of the month for pick-up at Store.

Store is not responsible for any accidents on property. Vendor will hold Store and Calico Rock Community Foundation, its agents, board members or volunteers harmless from liability for any accidents, injury or death

occurring on property. Vendors conduct business at their own risk.

Vendors will not sublet or share space with anyone without prior consent by Store.

Rental fees vary based on location and size. The first month's rental fee is due with this contract. Rental fees are due by the 10th day of the month. Late payments are assessed a \$10 fee. If payment is not received by the 20th of the month, Vendor will be subject to expulsion.

Commissions will not be charged from March-August, 2020. Vendors will be given a 30-day notice of the commission rates and effective date.

Wholesale buyers with a valid resale certificate will be given a 10% discount on total sales over \$50.

Vendors will be assessed a credit card processing fee of 3% on all credit card sales to cover the cost of transactions.

Vendor may place furniture and fixtures in their space, which may be offered for sale, however Store does not have the staff to assist Vendors or customers in moving or loading.

Vendors are not allowed to have locked cases in their space because staff is unable to attend to them. For this reason, coins, money and high-value jewelry are generally excluded. Vendors may sell jewelry outside of locked cases, but do so at their own risk.

Appliances, sofas and other large furnishings, used clothing, guns, ammunition, pornography, food or snacks, flammable items, adult materials, perishable items, and merchandise prohibited by law are strictly

prohibited. Store reserves the right to exclude other merchandise as necessary.

If problems arise, Store will provide Vendor with notice and an opportunity to correct the problem(s). If necessary, Store will send a written notice of expulsion to Vendor. Vendor will have ten (10) days to remove merchandise. Any merchandise not removed after thirty (30) days will be considered forfeited and become the property of Store.

Vendors are not required to have individual business licenses with the city or to be a member of any trade association or organization.

Vendor is responsible for filing and paying their own income taxes.

Agreed:

Store Management

Date: _____

Vendor

Date: _____

VENDOR INFORMATION

Vendor Name: _____

Address: _____

Phone: _____

E-Mail: _____

**Regular Buyer Discounts
(Not Wholesale Buyers)**

_____ Vendor agrees to allow a discount of
up to _____% for regular
buyers on purchases of \$20 +

_____ Vendor does not offer any discounts

Vendor Assigned Space: _____

Monthly Rental Fee: \$ _____

The Marketplace
Calico Rock Community Foundation, Inc.
104 Main Street
Calico Rock, Arkansas 72519
870-297-6100