

Heartland Antique Mall
Vendor Rental Agreement
Revised June, 2020

Please initial

_____ **RENTAL TERM:** Booths and showcases will be rented on a monthly basis. The month begins on the 1st and ends on the last day of the month. The Vendor must give notice of moving out by the 10th of the month they plan on leaving in order for their deposit to be credited for that month's rent. Any outstanding rent balance will have to be paid before the merchandise can be removed from the building.

_____ **Deposit:** A deposit will be collected at the time the vendor fills out paperwork for a booth or showcase. This amount will be determined by the monthly rental amount. The deposit will be used for the last month's rent only, it will not be returned to the vendor. As long as notice is given by the 10th of the month the vendor is moving out, the deposit will be credited to the account to cover the rent.

_____ **Rent Payment:** Rent will be posted to the Vendor's account on the last day of the month the vendor is in the booth/showcase. The vendor may pick up their statement and checks after the 5th of the next month. Remember the statement is for the previous month's business. Rent due is also for the previous month.

_____ **Statements:** The statement will itemize all sales, rent amounts and break down of fees. Vendor checks will be attached to the statement. If sales weren't enough to pay the amount owed, there will be an "Amount Due" noted on the statement. This amount would be due 15 days after the statement is printed, unless other plans have been approved by management. Cashiers can not give permission to be late with payments.

_____ **Sales Tax:** Heartland Antique Mall will be responsible for the collection and payment of Sales Tax to the State. All sales are to go through the register.

Commission: Heartland will collect 10% commission on all sales. This amount will be deducted from the Vendor's Statement each month.

Consignment: Larger items like antique furniture can be put on consignment with the Mall. These items will be put on display for a 60 day time period. If the item doesn't sell and the Vendor would like to extend the time for another 30 days, they will have to reduce the price of the item by at least 10%. Commission for the sale of the item will be 25% but there is no charge for space. If the item does not sell, the Vendor will need to pick up the item by the end of the agreed time and no charges will be accrued. If the item is not picked up at the designated time, storage fees may be charged.

Credit Card Fees: A 3.5% fee will be passed on to the vendor for all items purchased with a credit/debit card. These fees will be listed on the vendor's statement.

Payments: Vendors need to make any payments to their account by cash or check. We do not accept checks from customers, with a few exceptions, but we do accept cash and credit/debit cards from customers for purchases.

Sales: All sales must go through the register. Please do not make sales with customers in the Mall without the purchase going through the register. We offer customer's phone numbers to the vendor if the customer would like a custom order made. We expect the item(s) being purchased to be brought to the mall so the customer pays for them at the register. No one, even staff, should be able to purchase items inside the mall without paying at the register.

Business Cards: Please do not leave your business cards with your name and phone number in your booths. There is a board by the front desk to display them. We will not release your name or phone number to a customer. We will take a customer's name and number and give it to the vendor for special sales. We do expect these sales to be made at the mall when customer's orders are completed.

_____ **Tags:** All items must have tags. If an item is part of a set, the tag should read “item 1 of _” Each tag must have:

- Vendor #
- Item description
- The price

On one side of tag

Tags may be picked up at the same time as the statements (the 5th of the following month).

The back of the tag (if it's a string tag) should have just the price listed. Please do not put the booth number on the tag. This may cause the sale being credited to another Vendor's account.

DO NOT CROSS OUT A PRICE AND REPLACE IT WITH A DIFFERENT PRICE. Any Item that has a price crossed out on the tag will not be sold. Staff can not determine if the vendor or a customer changed the price. Please put a new tag on an item if the price changes.

_____ **Sales:** Vendor's will be able to put a “discount” on all items with their vendor number on them. This has to be done using Vendor number, not by booth number or specific items. The computer will only pick up items using the vendor number. If a vendor wants to put a discount on their items, they need to inform staff and staff will enter the information in the computer and put displays in the booth or showcase specifying the vendor number, amount (percentage) of discount and dates of the sale. The discounts can start at any time but needs to end by the end of a month. It can last as many months as the vendor wishes. If there are items under the vendor number that will not be part of the discount, the vendor must write “firm” in red letters on the front of the tag so the staff can make sure the discount is not taken at the time of sale. Remember, do not change the price on the tag.

Items not allowed: We do not allow any items with alcohol in them to be sold, not even collectable sets. We also do not allow any food items to be sold. This includes spices, candy and any item that can be ingested. No guns can be sold in this mall. This includes gun parts unless they are a collectable piece . We do allow air pistols to be sold as well as BB guns and Co2 pistols. Ammunition can be sold if it is original from distributor in original box. No reloaded ammunition is allowed. Any knives or swords need to be purchased by someone 21 years of age. This is due to the problems with youth obtaining weapons of any kind. Heartland reserves the right to prohibit the selling of any items they deem unfilt.

LOSS/THEFT INSURANCE: Vendors are responsible for their own insurance against loss or theft. Heartland Antique Mall will not be responsible for any loss or damage of merchandise, property or equipment either from natural or unnatural causes, If an item is broken in a vendor's booth by a customer and the staff is aware of it at the time, the staff will determine if the item will be paid for by the customer. Please make sure your booth is not over crowded with items making it dangerous for customers to pick up and inspect items.

Housekeeping: Vendors are responsible for keeping their own space and merchandise clean and orderly. Brooms, vacuum and other cleaning items are available if needed. Please make sure your items are within your rental space. Do not block aisles or allow end cap items to stick out and possibly injure someone. No open doors on cabinets that stick out in walkways allowed.

Inspections: A Mall Employee will inspect all items, boxes and bags of items being brought in or being removed from Mall by vendors. Please stop at the front desk when bringing items in or removing them so staff can see them.

Bookcases/Shelving: These items can be used within the booth's allotted space but cannot be used to expand the size of the booth. Bookcases/shelving should not be over packed in a way they becomes dangerous.

Displays: Vendors must keep displays and items confined to the space they rent. Mall staff will inspect all shelving for safety. Any floor coverings must be taped in order to avoid tripping hazards.

Emergency Exits/Fire Extinguishers/ Aisles: All emergency exits are to remain clear without clutter or any obstruction blocking them. All fire extinguishers need to be in the open without anything obstructing their use. All aisles must meet the ADA standards for accessibility.

Reproductions/Collectables/Wholesale: These items should be marked as such. If there is a question about the authenticity of an item, staff will remove the item from the vendor's space and contact the vendor for verification.

Clothing and other items: Heartland Antique Mall reserves the right to limit the number of booths allowed to sell clothing and other items not deemed as antiques, restored or collectables.

ALL LAWS APPLY: All vendors must abide by all city, county and state codes, ordinances and regulations that apply as well as for any government agency having jurisdiction.

CHANGES TO RULES: Heartland antique Mall reserves the right to change any and all rules/regulations deemed appropriate by Management. Vendors will be notified by phone, letter OR monthly newsletter of these changes.

“I have read the Rules and Regulations in the Heartland Antique Mall RENTAL AGREEMENT and hereby agree to adhere to them.”

Signature _____ Date _____

Vendor Name (print) _____ Vendor # _____ Staff initials _____