



Booth Space Rental Agreement

THIS AGREEMENT made and entered into on this date: _____,
by and between Gracie's Attic, LLC and its designated agent(s) and the
Renter or Vendor of booth space (herein referred to as "Vendor").

Vendor Name: _____

Address: _____

Phone: (_____) _____

Email: _____

Vendor acknowledges that this contract relates to the following:

Booth Number: _____ Booth Size: _____

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Total # of Booths: _____ Total Base Monthly Rate: \$ _____

Additional Services: Technology Package \$5 per month: Yes or No

TOTAL Monthly Vendor Rental Rate: \$ _____

VENDOR IDENTIFIER: (how items will be labeled and identified as yours, the vendor):

GRACIE'S ATTIC, LLC

ADDITIONAL SERVICES OFFERED: Please INITIAL next to the election you chose.

Technology Package - Web Based Inquiry & Barcode Inventory Module

**- Allows vendors to check their sales over the Internet in real time using the Vendor Portal on our website
www.GraciesAttic.com**

**- Allows vendors to enter their own inventory through our Vendor Portal on our website and generate barcodes for their items.
(Please Utilize a Laser Printer and Avery Brand Labels #5160 the software works best utilizing these)**

_____ Yes, I elect to utilize the technology package at a rate of \$5 per month added to vendors monthly rental fee

_____ No, I do not want to utilize the technology package

2. Automatic Rent Deduction from Sales -

- Allows vendors rent to be deducted from their total sales each month and a check be issued for any remaining amount.

_____ Yes, I elect to have vendors monthly rent deducted out of sales

_____ No, I do not want vendor rent deducted out of sales and will pay booth rent monthly either through the **online portal provided by Gracie's Attic, LLC** or by cash, money order, credit/debit card at the front desk of Gracie's Attic on the 1st of each month (no later than the 10th or late fees will apply of \$10 per day).

It is expressly acknowledged that Gracie's Attic is engaged in the business of transacting sales of works of art, antiques, crafts, clothing, food items (must be dated for date made), furniture, rugs, decorative art items, costume jewelry, and fine jewelry as well as other items of household, retail, hotel, or office related furnishings and accessories, etc.

Prohibited items include fireworks, firearms, and weapons of any kind. However, pocket knives will be allowed to be sold in a locked display case only and the keys **must** be left with the manager at the front desk.

VENDOR MUST HAVE ALL ITEMS TAGGED AND PRICED (INCLUDING YOUR IDENTIFIER AND BOOTH NUMBER) FOR SALE AT ALL TIMES IN BOOTH. ITEMS SHOULD BE CLEANED, TAGGED, AND PRICED PRIOR TO ARRIVING AT GRACIE'S ATTIC. Gracie's Attic, LLC offers no facilities for cleaning, storage, restoration, or processing of Dealer's items.

NO ITEMS ARE ALLOWED TO BE SCREWED OR NAILED TO THE WOODEN BACK WALL, NO HOLES ARE ALLOWED AT ALL, PLEASE USE COMMAND STRIPS ONLY IF NECESSARY.

Vendor represents that they are solely and individually entitled to enter into this agreement with respect to all items they will place and sell within Gracie's Attic, LLC.

Vendor further represents that at the time of entering into this contract with Gracie's Attic, LLC and at all times in the future they (the Vendor) are the true and lawful owner(s) of all items they represent and transact as for sale, have obtained said items by lawful means, solely have the legal right to authorize sale of said items, and that the items are free and clear of any and all liens, mortgages, security interests, or other encumbrances.

GRACIE'S ATTIC, LLC

Vendor further agrees to hold harmless and indemnify Gracie's Attic, LLC, it's owners, managers, agents, and employees harmless and free from any liability and or responsibility by misrepresenting the above, including but not limited to all demands, claims, suits, judgements, or other liability asserted by or award any person or entity arising by reason of Vendor's ownership, possession, and/or sale of any or all items.

Vendor agrees to compensate Gracie's Attic, LLC the agreed upon rental amount listed above on the first day of each month. The first month's payment is due at the initiation of this contract and no space will be reserved without payment of the first months rent.

Subsequently each month's rent is due on the first of the month —vendor may elect to have this rent deducted from the previous months sales and the difference with any balance being charged to the vendor. In addition, Gracie's Attic, LLC will collect and retain as commission the sum equal to 10% of the sale price of all items as compensation for services. The balance of each months total sales minus this 10% commission, minus booth rent, and minus the sales tax will be remitted to the vendor via check. Checks are generally issued around the 15th day of each month for sales that occurred in the period of the previous month. Gracie's Attic, LLC will collect any sales tax due on the gross proceeds and pay to the State of Arkansas.

For each day and every day a booth vendor is delinquent on their rent beyond 10 days, a fee of \$10.00 per day will be charged. If a booth vendor is delinquent beyond 30 days, items in the booth will be sold and negotiated independent of booth renters input with the intention to settle

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the debt. Only if process from items sold exceed the debt owed, including late fees, will payment be remitted to the booth vendor.

Vendor acknowledges that Gracie's Attic, LLC does not insure items placed in booths spaces. Vendor agrees to hold harmless Gracie's Attic, LLC of any damage, breakage, and/or theft. Gracie's Attic, LLC does utilize a building security system with motion and door detectors for hours that then business is closed. Vendor is instructed and encouraged to consult his or her insurance company and obtain insurance for all items placed at Gracie's Attic.

Vendor expressly acknowledges that they are not an employee of Gracie's Attic, LLC. In addition, vendor agrees to hold harmless Gracie's Attic, LLC from any and all responsibility related to any harm or personal injury vendor may suffer related to their "Booth" pursuits with respect to this agreement.

If vendor wishes to terminate this agreement and move out of rented booth space, vendor agrees to give a 30 day written notice (forms available at front desk) to Gracie's Attic, LLC. If less than 30 day written notice is given, Gracie's Attic, LLC may deduct the next months rent from last payout check.

Gracie's Attic, LLC may change any and or all terms of this agreement by informing vendor of said change and date said change will become effective. Furthermore, Gracie's Attic, LLC may elect to terminate this agreement with the vendor at any time without reason or cause. If such termination of agreement is enacted vendor shall have 14 calendar days to remove items from the booth space and premises. If the vendor's items

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are not picked up within 14 days of the end of this agreement, Vendor agrees to pay Gracie's Attic, LLC a storage fee of \$10.00 per day until the vendor's items are picked up, per a period of (60) days. If vendor's items are not removed from Gracie's Attic after (60) days, Gracie's Attic, LLC reserves the right to dispose of the item(s) noted above in any manner Gracie's Attic determines appropriate and the vendor will hold Gracie's Attic, LLC harmless.

Vendor acknowledges that this contract is legal and binding by printed name, signature, and date below.

Vendor Printed: _____

Vendor Signature: _____

Date Signed: _____

Gracie's Attic Rep. Printed: _____

Gracie's Attic Rep. Signature: _____

Date Signed: _____

TIPS FOR A SUCCESSFUL BOOTH EXPERIENCE

- **All items in your booth need to be clearly priced using AntiqueSoft's barcode labeling system**
- **Work your booth FREQUENTLY - Dust, Clean, and Rearrange items often. Merely repositioning your items in your booth will draw attention and increase sales.**
- **Do not dismantle your booth, block access to your booth, or the spaces around it on Saturday or Sunday. These are high traffic and high volume sales days.**

GRACIE'S ATTIC, LLC