



The Elephant's Trunk

SAMPLE

Floating Bookshelf Vendor Agreement

THIS AGREEMENT is made between The Elephant's Trunk, LLC (referred to as "TET" in this agreement) and the "VENDOR" for the sale of merchandise in store locations: _____

TERMS:

VENDOR'S Move in DATE: _____(SAMPLE AGREEMENT)_____

LEASE TERMS:

- Month to Month (first month is pro-rated (if applicable) lease will run from the 1st of each month to the last day of each month.
- VENDOR must give TET a notice to terminate/vacate by the 15th of the month or the agreement will renew on the 1st of each month for another month.
- Vendor is renting at a rate of (select one)
 - _____ \$100 per month – renting a 36.2"W x 16.5"D x 71.3" H bookshelf
 - _____ \$50 per month – renting a 30"W x 12.5"D x 34"H bookshelf
 - _____ \$35 per month – renting the top shelf only of a 30"W x 12.5"D x 34"H bookshelf
- 1st full month's rent and pro-rated 1st partial month's rent is due at signing.
Total rent due at signing: _____ **for month/months of** _____
- Rent is due in full to TET by the 1st of each month. Vendor will receive an invoice via email which may be paid online.
- If rent is not paid in full by the 5th of the month, TET may move items out of the vendor's space.
- If vendor has not removed their items from the store within 15 days of non-payment of rent, the vendor hereby gives full ownership rights of all property to TET.

FEES / COMMISSION: TET will collect a 13% commission/fee from the sales of vendor's items.

RESPONSIBILITIES OF TET:

- TET will collect from customer and pay sales taxes to the Department of Taxation
- TET will pay Vendor their total sales amount less the 13% commission by the 15th of each month for the previous month's sales. (Vendors will be paid after their first FULL month in the store.) (past due rent will also be deducted from vendor payment)

- Payments will be made to vendors via direct deposit or check (to be decided by TET)
- TET will provide vendor with a summary of monthly total sales at the time payments are processed to the vendors and a summary of daily sales after the store closes via a facebook private group.
- TET will market your items on social media in an effort to increase your sales.

RESPONSIBILITIES OF VENDOR:

- TAGS - Vendor shall tag each item with a removable tag and the tag shall include
 - Name of Vendor's "store" or Vendor's Name
 - Price of Item (on same side as description)
 - Description of Item (on same side as price)
- Notify TET of any address or phone number changes
- TET will send you an email to set up an online account to receive your vendor payments. You must complete sign up and the W9 prior to receiving any payments.

OTHER TERMS:

- If vendor believes there is an error in their sales report or payment, vendor must notify TET within 10 days of payment.
- Vendor hereby holds The Elephant's Trunk harmless and waives all rights to claim any losses due to water, flood, fire, acts of nature, theft, vandalism or any other damage. Vendor further holds The Elephant's Trunk harmless from any liability and waives all rights to claims due to injury or accident while on the premises.
- Vendor understands that the insurance held by TET will not cover the vendor's property. It is hereby recommended that the vendor talk with their insurance agent to inquire about or to obtain insurance to cover their property.
- The vendor does hereby confirm that the items the vendor is placing in the store for sale are owned in full by the vendor and the vendor has the sole legal rights to sell the property. Vendor assumes all responsibility for any items sold that are not 100% owned by the vendor.
- If vendor vacates early, the rent that has already been paid will not be reimbursed.
- **If vendor wants to carry a new product or brand in their space, they must first get approval from TET. Wholesale brands will be available first come first serve.**
- **NEW ITEMS (not re-sale items) - may NOT be purchased from another store and then sold in TET at a higher price unless the item has been significantly repurposed or significantly altered. (ITEMS FROM TEMU, SHIEN, and the like are prohibited)**
- RESALE ITEMS - Vendor must REMOVE all tags that may be on items from a previous retailer/seller. DOUBLE check to be sure that NO tags other than your tag are on the item. If an item is found with another tag, it will be pulled.
- **All items must be CLEAN, not have damage, not be broken nor chipped. Items should be ready for the customer to take home and use or display. Items not meeting standards will be pulled.**
- CLOTHING - Only NEW clothing/shoes are permitted for vendors who have been approved to sell clothing.. No used clothing/shoes may be sold in the store.
- TET may change the terms of this agreement at any time by sending written notice to the vendor.
- Floating bookshelf VENDORS may deliver their items anytime the store is OPEN. Floating vendors do not have the ability to select where in the store their items are displayed as their bookshelf will be moved

around. You are only permitted to sell items that you have been approved to sell. Any other items must be approved before selling in the store. When visiting your bookshelf to re-stock, please stay out of the way of any customers in the store.

- Floating bookshelf vendors are renting bookshelf space, they do not get to select the location of where their bookshelf will be placed in the store and it gets moved around.

Vendor Information

Phone Number: ____ THIS IS A SAMPLE AGREEMENT - IF APPROVED, YOU WILL BE SENT AN AGREEMENT

Email: (SAMPLE)

Name of Vendor's "store" / name on tags: (SAMPLE)

Vendor Signature: THIS IS A SAMPLE AGREEMENT and is NOT valid

The Elephant's Trunk Information:

Owners: Lani Richardson & Jennifer McCray

All requests and notices from vendor shall be sent to - Info@ShopTheTrunk.com

Chester Store Phone Number: 804-688-5005 Old Towne Store Number: 804-688-5202

Website: www.ShopTheTrunk.com

Facebook Business Page: Chester: www.facebook.com/ShopTheElephantsTrunk

Old Towne: <https://www.facebook.com/TheElephantsTrunkOldTowne>

Facebook Private Vendor Group: info provided when you join the team

For Emergencies Only call or text: info provided when you join the team