



The Elephant's Trunk

SAMPLE 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 a leased space in the retail store.

TERMS:

- 1.) VENDOR MOVE IN DATE: _____
- 2.) LEASE TERM: 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.
 - a.) 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.
 - b.) Vendor is renting space # _____
 - c.) Vendor is a _____ (booth or shelf vendor)
 - d.) The space is approximately _____ X _____ or _____ sq. ft
 - e.) Monthly Rent Rate: \$ _____ starting _____ (date)
 - f.) 1st month's pro-rated rent: \$ _____ for month of _____
(due at time of execution of this agreement)
 - g.) 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.
 - h.) If rent is not paid in full by the 5th of the month, TET may move items out of the vendor's space and rent it to a new vendor.
 - i.) 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.
- 3.) FEES / COMMISSION
 - a.) TET will collect a 13% commission/fee from the sales of vendor's items
- 4.) RESPONSIBILITIES OF TET
 - a.) TET will collect from customer and pay sales taxes to the Department of Taxation
 - b.) TET will pay Vendor their total sales amount less the 13% commission by the 15th of each month (past due rent will also be deducted from vendor payment).
 - c.) Payments will be made to vendors via direct deposit
 - d.) TET will provide vendor with a summary of monthly total sales at the time payments are processed to the vendors.

- e.) TET will provide vendors with a summary of daily sales after the store closes via a facebook private group.
- f.) TET staff will clean your space once weekly and as needed to include dusting items and cleaning the floors
- g.) TET will market your items on social media in an effort to increase your sales. Select items from your space will be featured on one or more social media platforms each week (Facebook, Facebook Marketplace, Facebook Classified Groups, Instagram, SnapChat, Tik Tok)
- h.) We know you will get busy and may not be able to keep your space full, don't stress! Our staff will use our "back-up" inventory to fill the empty spaces until you can get in the store. When you arrive with your own merchandise to fill the gaps, just move TET items to the area behind the checkout counter.

5.) RESPONSIBILITIES OF VENDOR

- a.) We are excited for you to make your space your own and we want to make sure your visions come to life while also making sure that the store overall has a nice flow. Vendor must submit plans for any alterations to the space to TET and must obtain written approval before altering their space in any way. When submitting plans, be sure to include materials that will be used, paint colors, etc.
- b.) If you have power in your space, you must install a surge protector with on on/off switch so that staff may easily power up and power down your space daily.
- c.) Upon vacating, vendor may either leave the space as they have improved it by leaving paint colors, structures, attachments and improvements or if removing anything, fill any holes left from removing them and paint space with (Sherwin Williams - Agreeable Gray (SW 7029) - Eggshell Finish)
- d.) TAGS - Vendor shall tag each item and the tag shall include
 - i.) Name of Vendor's Space
 - ii.) Price of Item (on same side as description)
 - iii.) Description of Item (on same side as price)
 - iv.) Measurements of furniture (may be listed on the back)
- e.) Notify TET of any address or phone number changes
- f.) 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.

6.) OTHER TERMS:

- a.) If vendor believes there is an error in their sales report or payment, vendor must notify TET within 10 days of payment.
- b.) 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.

- c.) 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.
- d.) 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.
- e.) BOOTH Vendors may gain access to the store through a coded lockbox. The code will be changed periodically, the current code will be posted in the private facebook vendor group, so please always check before you visit. After store hours, vendor must lock all doors and ensure the store is secure, even while still in the store place key back in the lockbox so that others may gain access if they happen to visit at the same time. (The key should ALWAYS be in the lockbox and never taken in the store, this will prevent you from getting locked out on accident) When you leave the store, be sure to spin the code on the lockbox so it is not left with the code in place. **(Shelf vendors do not have access to the lockbox)**
- f.) BOOTH Vendors may visit the store to stock their space or to rearrange their space as follows:
 - i.) Monday - Friday - ANY TIME (before, during or after store hours)
 - ii.) Saturday & Sunday - ONLY when the store is CLOSEDSHELF VENDORS may deliver their items any time the store is OPEN.
- g.) Vendor may visit the store to make construction changes to their space
 - i.) ONLY when the store is CLOSED
- h.) If vendor vacates early, the rent that has already been paid will not be reimbursed.
- i.) **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.**
- j.) 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 repurposed or otherwise altered.
- k.) 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.
- l.) CLOTHING - Only NEW clothing/shoes are permitted. No used clothing/shoes may be sold in the store.
- m.) TET may change the terms of this agreement at any time by sending written notice to the vendor.
- n.) SHELF VENDORS: Shelf vendors do not have the ability to select where in the store their items are displayed. When shelf vendors bring in new products, they are to place it behind the check- out counter and the staff will put up the new product. These drops must be made when the store is open.