



On&On Marketplace
1138 Capouse Ave
Scranton, PA 18509
570-507-9294

Vendor Rental Agreement

The following are the RULES & REGULATIONS for the operation of On&On Marketplace.

1. **Booth rentals:** Booths are approximately 10 feet by 10 feet and are rented for \$195 per month.
 - A discount may be offered for multiple spaces if available.
2. **Rent Due:** 1st month's rent must be paid before move-in. Rent will be deducted from accumulated sales of the previous month. Vendor will be notified by On&On if rent is due and rent must be paid by the 10th of the month. If is not paid by the end of that month, unsold merchandise may be sold by On&On to cover past due rent and cannot otherwise be removed from the market until rent is paid in full. Rent extends from the first day of the month to the last day of the month.
3. **Commissions:** A ten percent (10%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers marketing, advertising, packaging, utilities, credit card fees and maintenance.
4. **Pay Periods:** The close of business on the last day of the month is the cut-off date for processing sales. Checks to vendors will be available for pick up by the 3rd business day of the following month. One month's rent and all commissions are deducted from the sales. A statement of the month's sales activity will be provided with the check.
5. **Pricing:** Dealers must furnish their own tags. On&On will furnish a removable label to be placed on each tag. The removable label must have the following information: Vendor ID (will be assigned), Price and Item Description. Any other information the vendor deems necessary should be written on the tag. To protect the vendor, prices cannot be crossed out and replaced by another price written on the tag. Vendors are responsible for pricing their own merchandise. Removable labels MUST be used on all tags.
6. **Display/Housekeeping:** Vendors shall keep their assigned spaces neat, clean, organized and tastefully arranged with approved merchandise so as to maximize its visual appeal, allow for freedom of movement and perusal by customers and be free of danger, obstructions or clutter. Vendor shall also periodically reorganize, freshen and re-merchandise their space and Vendor shall continuously replenish sold merchandise and introduce or rotate fresh merchandise within their space.
 - On&On will have cleaning products and ladders available for vendor use.
7. **On&On Responsibilities:** On&On shall provide for Vendors' reasonable heating, air conditioning, lighting, general area cleaning, interior/exterior building maintenance, front-desk cashier services, sales accounting and monthly distribution and/or invoicing on Vendor's account.
 - Monitoring Sales: Each vendor will be provided with a shared Google Sheet that will show updated sales through out the month.
8. **Prohibited Sales:** Vendor's items shall be approved by On&On as to acceptability and quality. Management of On&On reserves the right to prohibit any items from being sold on the premises. Management reserves the right to refuse any merchandise we feel is inappropriate. No "flea market" items are allowed. All merchandise needs to be vintage,

handmade, or repurposed. No direct sales or imports allowed. All sales will go through the On&On Marketplace cash register. Vendors working in their booths may “deal” or reduce a price to a customer but are not allowed to complete the sale on premises without going through the register. For our purposes vintage is classified as anything 25 years old or older.

9. **Sales:** A vendor may run a sale in his or her space. All special sales or discounting must be disclosed to On&On at front desk in writing before posting in rental spaces. Vendor shall pre-authorize with On&On any permitted discounting off the marked price of an item as indicated below. We will also make personal phone calls with offers on items over \$25.00 if the vendor so chooses.
10. **Displays:** All merchandise must be kept within each vendor’s assigned space. Walkways can not be obstructed.
11. **All Laws Apply:** Vendors shall abide at all times by the codes, ordinances, and regulations of the city, county, state and other governmental agencies having jurisdiction over the conduct of the vendor’s business.
12. **Term:** The term of this lease shall be considered to run from the start date indicated below on a month-to-month basis until terminated or altered by either party on at least 15 days written notice to the other party.
13. **Move-Out:** Move-outs shall occur on or before the last day of the current rental period. Holdovers will be charged an additional rent. Management must be given a written notice a minimum of 15 days before the end of the month if the vendor chooses not to continue agreement.
14. **Credit Cards and Debit Cards:** On&On will accept payment by MasterCard, Visa, Discover, and American Express credit and debit cards. Credit card fees will not be charged back to the vendor.
15. **Sales Tax:** On&On accepts full responsibility for reporting and remitting to the appropriate taxing authorities any sales tax that is received and collected by On&On for taxable sales of Vendor’s merchandise.
16. **Losses and Insurance:** Vendor is responsible for his or her own insurance and premise liability. All premises will be monitored via security cameras to prevent theft. On&On will not be responsible for any loss or damage of merchandise, property or equipment, either from natural or unnatural causes, such as theft, fire, flood, wind, rain or any other cause whatsoever.
17. **Non-Vendor Specific Areas:**
 - A. **Clothing:** On&On has a vintage clothing area with a fitting room. Clothing can be added at On&On’s discretion and for an additional charge. Please inquire.
 - B. **Large pieces/pieces that won’t fit in to vendor’s area:** At On&On’s discretion and with advance permission pieces may be brought in for display. Those pieces will be marked with a different vendor number and will be charged 30% commission rather than 10%. On&On reserves the right to ask the vendor to remove those pieces at any time.



Vendor Contract

Shop Name: _____

Vendor's Name: _____

Payee Name: _____

Vendor's Address: _____

Vendor's Telephone Numbers: (C) _____

Vendor's Assigned ID #: _____

Vendor's Monthly Rent Amount: _____

Vendor's Lease Term Start Date: _____

I have read the above rules, regulations and guidelines and accept the conditions as stated.

Vendor

On&On Marketplace

By: _____ Date: _____

By: _____ Date: _____

Print Name: _____

Print Name: _____
