



The Formal Niche, LLC  
3812 N MacArthur Blvd  
Warr Acres, OK 73122

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This Agreement sets forth the understandings and expectations between The Formal Niche, LLC, hereinafter referred to as "The Formal Niche" or "TFN" and hereinafter the renter is referred to as the "Vendor." The agreement addresses matters pertaining to booth rental charges, sales, duration, vendor checks, booth space appearance and maintenance, merchandise identification and other conditions that are mutually expressed between the parties.

### BOOTH RENTAL CHARGES

Rental	Booth Size	Vendor identification to be used
\$ _____ Monthly booth rent + 9% of all sales.	_____	_____

Vendors are renting a booth size, not a booth spot in the store. Vendors will have the ability to request a certain spot, however the final determination shall be made by TFN. TFN reserves the right to move a vendor to another spot same "booth size" if deemed necessary by TFN.

### BOOTH RENT DUE DATE

Booth rent is due the 25th day of each month, for next month's rent. Rent will be considered late on the 1st of the month and a \$10.00 late fee shall be charged. Rent not paid within 10 calendar days of the due day shall be subject to Early Termination of the Agreement. Rent is payable in cash, check (there will be a \$25 fee for all returned checks) or credit/debit (3% additional fee for credit). First month rent and deposit equal to first month's rent is due at signing of the Agreement.

### CREDIT CARD FEES AND SALES TAX

TFN's merchant service provider charges 3% on all transaction. Transactions that are via Charge or Debit cards are charged a 1.5% fee and deducted from the vendor check distribution. Sales tax will be collected from the customer and paid to the State of Oklahoma by TFN. No 1099s will be issued.

## **AGREEMENT DURATION**

The agreement shall be in effect on the date designated of and shall remain in full force and effect for a period of (6) six months. If either party desires to modify or amend the agreement during the term, written notice of such intent shall be given thirty (30) calendar days prior to the desired modification or amendment. Modification or amendment may only be done in writing and with the mutual agreement of both parties.

## **VENDOR CHECKS**

Vendor checks will be paid monthly, by the 10th day of the following month of sales, and mailed to the address on file. It is the responsibility of the vendor to update their address.

## **BOOTH SPACE APPEARANCE**

**Merchandise Tags:** All merchandise shall be tagged or identified in an approved manner by TFN. Proper identification includes clearly printed: vendor initials, brief description and price. Tags shall be approved by TFN.

**Appearance:** Booths should appear to be full, but not stuffed so that items are on top of each other. Items are to be clean and appear presentable to a normal customer. TFN reserves the right to remove items that are not in the best interest of the store.

**Maintenance:** Vendors are very welcome to reorganize, add and remove items during business store hours. Keep in mind that customers will be in the store purchasing items. Vendors will need to keep their restocking area tidy and have minimal impact to the customer shopping experience.

Customization of your booth which vandalizes the walls, floor or ceiling is not allowed (this excludes approved picture/mirror hanging). Vendors shall not make any alterations or improvements in or to the booth without prior consent from TFN and consent may be withheld at TFN's absolute discretion. Any vendor owned display unit must be approved by TFN prior to installation.

## **LOST, DAMAGED OR STOLEN ITEMS**

TFN is not responsible for any item that is lost, damaged or stolen. TFN will maintain anti-theft devices during the agreement.

## **DISCOUNT ON ITEMS**

TFN is permitted to have a 10% off sale on vendor items in order to promote the vendors. TFN will not negotiate the price on any item marked in your booth with a customer, nor will TFN contact the vendor about the price of an item that is in the booth. Vendor is responsible for promoting their booth through appropriate channels. Any sales within your booth need to be discussed with TFN prior to posting the sale.

## VENDOR EARLY TERMINATION OF AGREEMENT

A vendor may be relieved of this Agreement, provided that a thirty (30) day written notice of such desire, a reason of such request, early termination fee is paid and a written approval from TFN is provided. The Vendor shall submit an early termination fee of one month's rent with such request. Vendor merchandise left and not removed after fifteen (15) days of approval shall become the property of TFN.

## TFN EARLY TERMINATION OF AGREEMENT

If TFN desires to be relieved of the Agreement, the vendor shall be provided a thirty (30) day written notice. If the notice is a result of non-payment of booth rent, TFN shall notify the Vendor of such violations who shall be responsible for all rent that is past due plus a fine of one additional month of booth rent. Vendor merchandise not removed after fifteen (15) days of the notice shall become the property of TFN. TFN reserves the right to terminate an Agreement without notice, for vendor issues that are deemed not in the best interest of the store.

## ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties and supersedes any and all previous agreements between the parties. No other written or verbal contracts, agreements, or understandings exist nor are relied upon.

### Vendor:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Vendor Website \_\_\_\_\_

### The Formal Niche Market:

Signature \_\_\_\_\_

Date \_\_\_\_\_