



Reusable Retail, Vintage, and Furniture
325 E Main St., Springerville, AZ 85938
(928) 324-6400

VENDOR RENTAL AGREEMENT

NAME _____

ADDRESS 1 _____

(Mailing only) _____

ADDRESS 2 _____

Email (for store
updates only): _____

PHONE _____

OK TO TEXT

☐

DO YOU WANT YOUR TAGS (NOT STICKERS) KEPT? Yes No

Rental Start Date: _____ Rental End Date: _____ All items removed date: _____
(Initials) _____

of shelves Rented: _____ Rental Fee Per shelf: _____ Total Monthly Rent: _____

Rental Terms (please check one): _____ Month-to-month (\$15/month) _____ 3-Months (\$15/month) _____

6-Months (\$15/month) _____ 9-Months (\$15/month) _____ 12-Months (\$15/month)

NOTE: You do not need to pay in full for multi-month options; payments are made month-to-month.

1. **Vendor Earnings:** Vendor will receive **100% of the selling price** of their merchandise.
2. **Discount Authorization:** The vendor authorizes The Spot to offer up to a 10% discount on any item without prior approval. Yes No _____ (Initial)
 - a. If "No" is selected, or if a customer requests a discount greater than 10%, The Spot will contact the vendor before applying the discount.
 - b. Preferred contact method (**circle one**): Call Text _____ (Initial)
3. **Rent Payment:** Rent is due on or before the **15th of each month**. _____ (initial).
4. If rent is not received by the 15th, any sales made during that month will be applied toward the outstanding rent before profits are paid out.
5. **Non-Payment & Removal of Merchandise:** If rent is not received by the 15th and no sales were made that month, all merchandise will be removed from display and held until payment is received. The agreement will be terminated unless arrangements are made with The Spot prior to the 15th. _____ (initial)
6. **Rent Payment Options:** Rental checks should be made payable to **The Spot AZ**. Payments may be dropped off during business hours or mailed to the below PO Box:
The Spot: PO Box 1714, Eagar, AZ 85925
7. **End of Rental Period:** Vendors have **7 days** after the end of the rental period to pick up remaining merchandise. Items left for more than 7 days without communication will be forfeited and become the property of The Spot. _____ (initial)

8. **Notice of Non-Renewal:** Vendors must provide The Spot with at least **30 days' written notice** if they do not intend to renew their rental agreement. Written notices may be provided **via email, text message, or letter**. This notice allows The Spot sufficient time to offer the space to another vendor. Failure to provide timely notice may result in forfeiture of future rental opportunities.
9. **Vendor Maintenance & Inventory Responsibilities:** Vendors are required to update or rearrange their shelves at least once per month to keep displays fresh and appealing. Vendors must also come in regularly to dust, clean, and check their inventory to ensure all items are present and in good condition. The Spot is not responsible for monitoring vendor shelves, maintaining cleanliness, or verifying inventory. Failure to maintain shelves may result in items being removed from display at The Spot's discretion.
10. **Condition & Cleanliness Requirements:** All vendor items must be clean, odor-free, and in good, sellable condition. Items with excessive wear, damage, strong odors, or safety concerns may be declined or removed from display at The Spot's discretion.
11. **Inventory & Tagging Requirements:** Vendors must price their items and complete the vendor inventory sheet **before** bringing merchandise into the store. Only the vendor sheet provided by The Spot may be used when listing items. (If a vendor forgets their sheet, The Spot can provide a new one.) All columns must remain intact so The Spot can accurately record when inventory is sold or removed.
 - a. Vendors are encouraged to list items using item numbers (e.g., *Item #1 Hair Scrunchies, Item #2 Frog Statue, Item #3 Pyrex Bowl*).
 - b. All tags must include the **item number** and **their assigned vendor code**. Optional on tag: a brief description of the item.
 - c. The Spot will track merchandise by **category only** (e.g., pen, candle, gnome, lamp). Individual item details will not be tracked. For example, a necklace will be recorded simply as "necklace," not "necklace with blue heart."
 - d. If a vendor adds or removes an item, they must update their vendor sheet accordingly so The Spot can maintain accurate inventory records.
12. **Safe Display Requirement:** All vendor items must be displayed in a safe, stable, and secure manner to prevent injury, damage, or accidents. Items that pose a safety risk or are displayed improperly may be removed or rearranged at The Spot's discretion.
13. **Abandoned Items / Failure to Respond:** If a vendor fails to respond to communication attempts within **7 days** or fails to pick up items after removal for non-payment, the merchandise will be considered abandoned and become property of The Spot.
14. **Authenticity & Ownership Responsibility:** Vendor certifies they are the lawful owner of all items brought into The Spot and take full responsibility for any disputes, claims, or issues related to ownership, authenticity, or condition. The Spot is not responsible for third-party disputes regarding vendor merchandise.
15. **Marketing, Photography & Videography Permission:** Vendor grants The Spot permission to photograph and record video of their merchandise for marketing and promotional purposes. This includes, but is not limited to, in-store photos, product closeups, display footage, social media posts, reels, stories, and promotional videos. The Spot may use these photos and videos on any digital or print platform, including social media, websites, and advertising materials. The Spot may continue using such images and videos even after the rental period ends.
16. **No Guarantee of Sales:** The Spot does not guarantee sales, customer traffic, or interest in vendor merchandise. Sales performance may vary based on market conditions, pricing, and customer demand.
17. **Display Movement & Store Layout Rights:** The Spot reserves the right to move, rearrange, or remove vendor items as needed for safety, space management, or store presentation. Vendors may not rearrange store fixtures or other vendor displays.

18. **Prohibited Items:** Vendors may not sell weapons, food items, recalled products, counterfeit goods, or any items prohibited by law or store policy. **Exception:** Collectible knives, pocketknives, or kitchen knives may be sold **only with prior approval from The Spot** and must be kept in a locked case or secured display. The Spot does not allow firearms, ammunition, tasers, pepper spray, or tactical weapons of any kind. The Spot reserves the right to remove prohibited or unsafe items immediately.
19. **Shelf & Fixture Damage:** Vendors are responsible for any damage caused to store fixtures, shelving, or displays resulting from improper item placement or unsafe merchandise.
20. **Refunds & Returns:** All vendor items are **final sale**. The Spot does not issue refunds or exchanges on vendor merchandise.
21. **Taxes:** The Spot will pay all local city sales taxes. Vendors are responsible for any income-related taxes.
22. **Vendor Payments:** Payments will be mailed on the **first Friday** of the following month. If rent is late, the unpaid balance may be automatically deducted from the vendor's commission.
- Payment Options:** Initial here to confirm that the selections you have made below are accurate:
_____ (Initial)
- a. Payments may be held at The Spot for pickup. Yes No
OR
- b. Please send payments electronically via Venmo to the address below: Yes No

OR
- c. Please mail payments to the address listed above. Yes No
If mailing address is different than the above address, please provide below:

23. **Liability:** The Spot is not responsible for loss or damage to consigned items due to fire, theft, vandalism, natural disasters, or any disputes related to their items.
24. **Agency:** The Spot is acting solely as the seller's agent.
25. **Vendor Display & Liability Terms:** Vendors are responsible for the items they bring into The Spot and confirm they are the rightful owners. The Spot simply provides space and does not take commission or responsibility for the sale, pricing, or condition of vendor-owned items.
26. **Governing Law & Venue:** This Agreement is governed by the laws of the State of Arizona. Any disputes arising under this Agreement shall be resolved in **Apache County, Arizona**.

Vendor Certification:

By signing below, I acknowledge that I have read and agree to all terms listed above. I certify that I am the lawful owner of the items being sold, that I have the legal right to sell them, and that the items are free of claims, liens, or encumbrances.

Vendor signature: _____ Date: _____

The Spot signature: _____ Date: _____

[illegible]

[illegible]