



Classic Finds LLC
TIMELESS TREASURES AWAIT

6111 39th Street • Groves, TX 77619
Ph: (409) 433-5002 • www.classicfinds.biz
melissaclassicfinds@gmail.com
Tuesday - Friday 10:30am - 5:30pm
Saturday 10:30am - 4:00pm

VENDOR AGREEMENT

This agreement is made and entered into on the _____ day of _____, 20____ between Classic Finds LLC hereinafter referred to as CFLLC, and _____ hereinafter referred to as Vendor. CFLLC leases to the Vendor the space known as Booth #_____ located at 6111 39th Street, Groves, TX 77619.

This lease shall begin on the _____ day of _____, 20____. Unless otherwise requested, this will be a month-to-month lease that will automatically renew every month.

Vendors are required to keep a card on file with CFLLC. The card will only be charged in the event of rent non-payment, late fees, or untimely move outs.

CC#: _____ Exp: _____ CVV: _____ Zip: _____ Auto Pay: Y N
*If auto pay is chosen, the card will be charged a convenience fee of 3.5%. To avoid the fee, cash or check is suggested.

VENDOR RESPONSIBILITIES

_____ 1. **RENT:** Vendor agrees to pay CFLLC advance rent in the amount of \$_____ for occupation of a _____ space on or before the 7th (seventh) day of each month. Vendor agrees to pay advance rent for a case or shelving in the amount of \$_____. The first month's rent is due at the time of contract signing. Rent may be paid via cash, check, debit/credit, or e-payment (invoice will be emailed or texted). If rent is paid by any form of payment other than cash or check, a 3.5% convenience fee will be placed on the transaction. This will be done by automatically placing the fee on the monthly invoice. If the vendor pays by cash or check, then the fee will be removed at that time. **A late fee of \$25 shall be added to rent not received by the 7th day of each month***. Rent adjustments may be reviewed annually to account for inflation and market changes.

_____ 2. **UNPAID RENT:** Vendor agrees that CFLLC shall have a lien on Vendor's inventory and fixtures in the Vendor space or elsewhere in CFLLC for any unpaid rent. To satisfy said lien, after 30 days, Vendor authorizes CFLLC to sell Vendor's merchandise at public or private sale without any further notice to the Vendor and to apply all proceeds from the sale of merchandise to the unpaid rent, late fees, and storage fees.

_____ 3. **COMMISSION:** Vendor agrees that CFLLC shall receive **10% of the sale price** collected on all item sales as compensation for monthly reports, collection & payment of sales tax, debit/credit charges, general cleaning, and other shop duties. If marketing is requested, Vendor agrees that CFLLC shall receive **12% of the sale price** collected on item.

*Card will only be charged in the event of rent non-payment, late fees, or untimely move outs.

**See Marketing Agreement for marketing details

_____ Vendor AGREES to CFLLC Marketing Agreement** and approves 12% Commission.

_____ Vendor WAIVES CFLLC Marketing Agreement** and approves 10% Commission.

_____ 4. **BOOTH MAINTENANCE:** Vendor is responsible for cleaning and maintaining an attractive, well-organized booth. Items shall be clean, free of insects, dust, and in good condition. Vendor will need to update and maintain their booth on, at minimum, a bi-weekly basis. Vendors may stock their booth anytime during store hours. If Vendor's booth looks to be unordered, we will reach out to Vendor to do maintenance/cleaning. If Vendor is unable/unwilling, CFLLC will do the maintenance/cleaning and a \$25 fee will be added to the following month's rent invoice.

_____ 5. **SALES:** Vendor can set their own sales for their items by asking CFLLC for signs to put by their items. Vendor must give CFLLC a time frame for length of sale along with specifications (i.e. excludes wood art, crystal, etc.). If requested by text or email, a copy will be printed out and kept for reference. If requested in person, Vendor will fill out a small form for reference. The sale info will be put into the point of sale system.

_____ 6. **TRANSACTIONS:** ALL transactions that occur on Classic Finds premises must be rung up through the register (point of sale system). When Vendor is on the premises working their booth and someone wants to buy something from them, the item must be taken to the counter to be rung up. Doing such will be grounds for termination of contract and Vendor must abandon their space with CFLLC.

_____ 7. **TAGS & PRICING:** Vendor merchandise **MUST** be tagged. CFLLC will provide tags upon request. Vendor tags must include the above assigned Booth/Case #, price, and brief product description. Tags may also contain an inventory item number if desired by Vendor. All entry information must appear on the front of the tag. To protect the vendor, prices cannot be crossed out and replaced by another price written on the tag. Vendor must replace the entire tag with the updated price. If a price tag is not visible on your products, CFLLC will attempt to contact you. If we cannot contact you in a timely manner for the customer, CFLLC has the right to estimate the value of the product to sell it. In the event CFLLC needs to tag items, an additional 5% will be deducted from sales payouts.

_____ 8. **SPACE:** Vendor must keep all merchandise within their rented space. Vendor must keep aisles clear and abide by all state and city fire codes. If Vendor finds an item that does not belong to them in their booth, please give to CFLLC staff and they will put in the correct booth.

_____ 9. **POWER TO BOOTHS:** Vendor spaces come equipped with electricity via powerstrip that will be turned off at the end of each work day. Vendor agrees to ensure CFLLC staff will be able to access the power strip easily in case of emergency.

_____ 10. **MOVE OUTS:** Move outs shall occur on or before the last day of the last rental period. If Vendor's items are not completely moved out and their space cleaned by the last day of the month, they will be charged an additional month's rent*. After 15 days any remaining items will become property of CFLLC.

_____ 11. **OTHER:** If there is a defect on an item, it should be marked "as is". Mechanical or electrical items that do not operate properly must be noted. Fixtures or items used for display may be tagged "NFS" (not for sale). CFLLC will NOT TOLERATE items being in the store that are stolen or any type of theft activity. CFLLC allows name brand/very gently used clothing at a maximum of 10 pieces at one time. They must be placed on a rack in the booth. They must be approved before being put in the booth.

CLASSIC FINDS RESPONSIBILITIES

_____ 1. **SALES TAX:** CFLLC agrees to collect and pay all applicable sales tax to the Texas State Comptroller.

_____ 2. **CONSIGNMENT:** CFLLC may accept consignment pieces one at a time from Vendors if there are items that are unable to fit in the assigned booth space. Permission MUST be given by CFLLC before bringing items to be consigned. The Vendor consignment fee for these items will be 35% instead of the normal 10% or 12% commission. A bright green tag will be prepared for the Vendor Consigned item(s). Item(s) must be removed or donated to CFLLC after 90 days. A separate agreement will be addressed for consignment pieces.

_____ 3. **PAYOUTS:** The last day of the month is the cut-off date for processing sales. CFLLC shall provide a sales report of merchandise sold along with the tags (if available), and the Vendor check by the 7th day of the month. Vendor sales will be calculated from the first through the last day of the previous month. If the Vendor has any outstanding balances due such as rent, late fees, NSF fees, etc., their check will be held until the Vendor account has been paid in full. Checks will not be mailed to Vendors. They must be picked up. If a payout check has not been deposited/cashed after 90 days the check becomes void and funds are forfeited.

_____ Vendor AGREES that rent may be deducted from previous month's sales.

_____ Vendor DOES NOT want rent deducted from previous month's sales.

_____ 4. **INCOME TAX:** CFLLC shall not be responsible for providing a year-end statement to the Vendor and does not provide income tax records or a 1099 of Vendors product sales to the State or the IRS. It is understood and agreed that it shall be the sole responsibility of the Vendor to calculate and report income.

_____ 5. **LIABILITY WAIVER:** CFLLC does not provide insurance of any kind for the protection of Vendor products and fixtures. CFLLC 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, roof leaks, acts of God or damage of any kind whatsoever to Vendor products, personal property, or fixtures. We will do what we can to protect your items, but CFLLC cannot be responsible for any theft of Vendor items.

_____ 6. **KEEP IT CLASSY:** CFLLC reserves the right to remove any merchandise which may be offensive to others, a potential safety or fire hazard or which may not meet the standards of the shop.

_____ 7. **POLICY CHANGES:** CFLLC reserves the right to make changes to policies without notice, when necessary, and in emergent situations, for the good of the Vendor and the success of

the store. If other policy changes are needed, CFLLC will give Vendor a reasonable notice of such change.

_____ 8. **NO LAYAWAYS:** CFLLC will not provide service for layaways at any time.

_____ 9. **SUPPORT:** Please like, follow, and share our CFLLC page on Facebook, Instagram, and Tik Tok. These platforms will also keep you updated on all CFLLC-related news. And, sharing expands everyone's customer base.

TERMINATION OF AGREEMENT

Vendor must give management a written 30-day lease termination notice in advance of a move-out by the first day of the month via email or handwritten letter. Items may remain in the booth/space until the end of the month that is paid. If items are removed before the end of the 30 day termination, a prorated refund of rent will not be given.

CFLLC holds the right to immediately terminate this agreement if Vendor fails to comply with all the terms. CFLLC will provide Vendor with written notification of termination. Vendor will have 72 hours after written termination to remove their items. After 72 hours CFLLC has the right to exercise their lien and any items will become property of CFLLC.

_____ Vendor Signature	_____ Classic Finds LLC Signature
Name _____ Booth# _____ Case # _____	
Address _____ City/State/Zip _____	
Phone# _____ Alt Phone # _____	
Email Address _____	



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MARKETING AGREEMENT

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MARKETING SPECIFIC SERVICES

_____ Vendor **AGREES** to CFLLC's Marketing Agreement and approves 12% commission.

Vendor may do their own marketing as well on personal social media pages. Personal marketing may be done inside the store if Vendor chooses. However, CFLLC will dedicate extra resources for Vendor and their booth(s)/case(s).

_____ 1. Vendor WILL receive a "Booth Highlight" section on CFLLC's website (www.classicfinds.biz).

_____ 2. Vendor WILL receive a dedicated bi-weekly social media post (photo or video) pertaining to Vendor's booth and anything special that may be happening in the booth (i.e. sales, incoming/outgoing items, etc.).

GENERAL MARKETING

_____ Vendor **WAIVES** CFLLC's Marketing Agreement and approves 10% commission.

CFLLC will show Vendor's booth(s) alongside all other booths in any daily photos/videos. Vendor will be responsible for marketing their booth and any specific items/sales they may have. Personal marketing may be done inside the store if Vendor chooses.

_____ 1. Vendor WILL NOT receive a "Booth Highlight" section on CFLLC's website (www.classicfinds.biz).

_____ 2. Vendor WILL NOT receive a dedicated bi-weekly social media post (photo or video) pertaining to Vendor's booth or anything special that may be happening in the booth (i.e. sales, incoming/outgoing items, etc.).

Vendor Signature

Classic Finds LLC Signature