



# RETAIL CONSIGNMENT VENDOR AGREEMENT

# Contents

- Consignor Information: .....2
- Store Location: .....2
- Terms: .....3
  - 1. Term.....3
  - 2. Costs, Fees, and Space Rental .....4
  - 3. Space Assignment .....5
  - 4. Products .....5
  - 5. Inventory Requirements .....5
  - 6. Operating Hours .....6
  - 8. Merchandising and Presentation .....6
  - 9. Access to Sales Information and Payouts .....7
  - 10. Managing Your Products and Profile with Ricochet Consignment Software .....7
  - 11. Designing Your Space Display and Merchandising.....7
  - 12. Communication Channels .....8
  - 13. Product and Inventory Approval.....8
  - 14. Load-In .....8
  - 15. Seasonal Load-In Schedule for Holiday and Special Occasion Offerings .....8
  - 16. Restocking.....9
  - 17. Logo and Branding .....10
  - 18. Labels .....10
  - 19. Special Orders .....10
  - 20. Returns and Exchanges .....10
  - 21. Sales Tax .....10
  - 22. Social Media Policy .....12
  - 23. Policy/Agreement on Shrinkage and Theft .....12

# CONSIGNMENT AGREEMENT

This Consignment Agreement ("Agreement") is entered into on \_\_\_\_\_  
("Effective Date"), between:

## Consignor Information:

Name of Consignor: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_

Address of Consignor: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Social Security or Business TIN: \_\_\_\_\_

### Market in the Mall LLC (MITM):

Address: 7015 Astor Drive, New Port Richey, Florida 34652

Phone Number: 727-365-6411

Email Address: [ShopLocal@MarketintheMall.net](mailto:ShopLocal@MarketintheMall.net)

## Store Location:

Market in the Mall - Clearwater 27001 US Highway 19 North, Ste 1037 Clearwater, Florida 33761
---

Please note: In accordance with lease terms established with the property owners, Market in the Mall may relocate within Countryside Mall at the request or demand of mall management. Such relocation will not terminate any portion of this Agreement.

# Terms:

## 1. Term

Consignor will participate during the following period:

From \_\_\_\_\_ (month/year) to \_\_\_\_\_ (month/year).

**Automatic Renewal Date:** \_\_\_\_\_

Vendor/Consignor acknowledges that this Agreement will automatically renew for an additional term beginning on the Automatic Renewal Date listed above unless written notice of intent not to renew is provided.

Notice of termination or non-renewal must be:

- Provided no later than the **20th day of the month preceding the expiration of the current term (see above Automatic Renewal Date)**, and
- Delivered in writing via email to shoplocal@marketinthemall.net or by USPS to the address listed in this Agreement.

Failure to provide proper written notice by the required deadline will result in automatic renewal for an additional term under the same terms and conditions.

## Termination for Cause

Market in the Mall LLC reserves the right to terminate this Agreement immediately for cause, including but not limited to:

- Breach of any provision of this Agreement
- Failure to maintain required inventory levels
- Unauthorized removal of inventory
- Failure to pay required fees
- Violation of social media or marketing participation requirements
- Conduct deemed harmful to the business operations, reputation, or retail environment of Market in the Mall

In the event Market in the Mall LLC terminates this Agreement for cause:

- **All rental amounts due for the entirety of the remaining term of the Agreement shall become immediately due and payable.**
- Any outstanding commissions, fees, penalties, or administrative charges shall also become immediately due.
- Market in the Mall LLC may apply any funds remaining in the Vendor's ledger toward amounts owed.

- Market in the Mall LLC reserves the right to pursue additional remedies available under Florida law.

Termination for cause shall not waive Market in the Mall LLC’s right to recover damages or enforce any other provision of this Agreement.

## 2. Costs, Fees, and Space Rental

- Consignor has selected the following space(s)

	<b>Space</b>	<b>Dimensions</b>	<b>Monthly Fee</b>
	6ft Table Available in ALL locations 360° display positioning add \$25	29.61"L x 72.05"W x 29.29"H	\$ 250
	4ft Table	(24"D x 48"W x 29.5"H)	\$ 225
	Large Round Table	48.2"D x 48.2"W x 29"H	\$ 200
	Medium Round Table	32"D x 44"W x 29.5"H	\$ 175
	Small Round Table	24"D x 48.2"W x 29"H	\$ 125
	Shelving Section (6 shelves)	4'W x 7'H x 15"D	\$ 200
	4 Tier Shelving Display	12.6"D x 20.87"W x 49.21"H	\$ 100
	Solo Wall Shelving Display	4'W x 12"H x 15"D	\$ 200
	Free Standing Shelving Section	10.63"D x 41.14"W x 72.44"H	\$ 200
	4 Panel 5.6 ft Pegboard Display	64.2"W x 67"H – Panels are 16" wide	\$ 100
	Individual Shelf	12.6"D x 20.87"W x 49.21"H	\$ 75
	Feature Space		
	Custom Rack/ Floor Space		

- Deposits (if applicable) shall be credited to Consignors last month of participation, provided the full term and conditions of the Contract has been fulfilled.
- Consignors shall be responsible for a 15% sales commission on all revenue generated from consigned product sales, internet orders, and special orders.
- Consignors shall be responsible for a 3% transaction processing fees incurred on transactions where customers make payments via credit or debit card, Apple Pay, Google Pay, or electronic transfer.
- Consignors are responsible for any fees associated with cash/direct deposit.

Rental fees will be assessed and charged to sales revenue as of the 20th day of the preceding month. An invoice for any remainder due will be issued and is payable upon receipt and charged to the credit/debit card on file with Market in the Mall.

### 3. Space Assignment

- Consignor has chosen a specific space size for showcasing their approved products. MITM will make the final decision on the location of the space and placement within the store. Specific location guarantees have not been provided, 360° display positioning shall carry a \$25 surcharge.
- Merchandising of the Consignor's products must be approved by MITM.

### 4. Products

- All products offered for sale within the Consignor's designated space must be approved by MITM prior to placement on the floor. Consignor will submit a seasonal plan for product offerings for approval to MITM at [shoplocal@marketinthemall.net](mailto:shoplocal@marketinthemall.net).
- All products must be tagged with an approved branded tag, priced, and have a barcode label. Absolutely NO HANDWRITTEN labels, tags, pricing will be permitted. Products that are not appropriately prepared for the sales floor will be removed.
- MITM will do its best to accommodate special pricing and sales offers by the Consignor. Consignor shall submit the special pricing and sales offer parameters to MITM at least 7 days prior to implementation.

### 5. Inventory Requirements

- All product lines must be approved, in writing, by Market in the Mall prior to being offered on the sales floor or included in inventory. (See Section "Product and Inventory Approval" below)
- Sufficient inventory must be placed in the store, including adequate backstock, to ensure all products are consistently available on the sales floor.
- All products within the store, whether placed on the sales floor or in backstock, must be included in inventory.
- A \$25 per day penalty will be assessed for any stock that is not available for sale after notification of shortage.
- Any product left in the store for 30 days after the termination of this Agreement (including post-event period) will be deemed abandoned and will become the property of Market in the Mall LLC.
- Stock removal (other than discontinued, seasonal, or defective items) is strictly prohibited without prior written consent from Market in the Mall. The result will be a early termination surcharge fee equal to a daily per diem (based on the agreed rental fee) in addition to the monthly rental fee, multiplied by the remaining days in the term.
- Inventory deliveries must be scheduled by appointment to allow for tagging, inventory count, and inventory services.
- If the Vendor's inventory levels fall below the volume necessary to fill the assigned consignment space, **Market in the Mall reserves the right to relocate the inventory to a**

**more suitably sized area** within the store. This may be done without prior approval but with notice to the Vendor. The decision will be based on available inventory and space optimization needs.

## Retail Participation & Stock Rotation Requirement

Market in the Mall is a retail opportunity operating within a high-traffic shopping mall environment. Participation requires active merchandising and regular inventory management.

Consignors agree to:

- Maintain a visually full and retail-ready display at all times.
- Restock and/or rotate inventory regularly to ensure product freshness and seasonal relevance.
- Restock inventory **no less than once per month**, with a recommended rotation/restock schedule of every two (2) weeks.

Failure to maintain adequate inventory levels, rotate seasonal product, or present a retail-ready space may result in:

- Relocation to a smaller space,
- Merchandising fees,
- Written notice of non-compliance, or
- Termination of this Agreement

## 6. Operating Hours

The store will be open according to the hours established by the Mall/Shopping Center.

## 7. Furniture and Fixtures

- MITM will supply standard brackets, hanging fixtures, shelving for wall spaces, racks, and tables. Specialty hooks or fixtures will be the responsibility of the Consignor and must be approved by MITM.
- Consignors can bring in smaller fixtures and decorative elements for displaying their merchandise, subject to prior approval. Larger fixtures will be assessed on a case-by-case basis.

## 8. Merchandising and Presentation

- Merchandising of the Consignor's products from the table covering or surface up is the responsibility of the Consignor and must be approved by MITM.
- If merchandising is assumed by MITM for any reason, a minimum \$125 merchandising fee will be assessed.

- Consignors are responsible for providing all tags, business cards, and signage for sales and price disclosure. Business cards **MUST** be provided and incorporated into the Consignor's display.

## 9. Access to Sales Information and Payouts

- A dedicated point-of-sale system, managed by MITM, will track sales and inventory.
- Consignors will be granted access to a Consignor Access portal, which provides insight into sales, inventory, and payout receipts.
- Payouts shall be initiated no later than the 10th of each month for sales revenue from the previous month. (e.g., January sales revenue will be calculated through January 31st, and the payout initiated no later than February 10th.)
- Checks will be available at the store for Vendors to pick-up after 12 noon on the 10<sup>th</sup> of the month.

### Unclaimed Checks

Vendor payout checks must be picked up no later than the 20th day of the month in which they are issued.

Any check not picked up by the 20th of the month will be:

- Voided and destroyed,
- Reprocessed for reissuance, and
- Subject to a **\$10 administrative fee** to cover additional processing, accounting adjustments, and ledger documentation.

The \$10 administrative fee will be deducted from the Vendor's payout and reflected in the Ricochet ledger.

## 10. Managing Your Products and Profile with Ricochet Consignment Software

- Participants in Market in the Mall will receive a login to Ricochet to check in on their items, see their pending payouts, export their payout history, and enter their own inventory.
- Please review the following tutorials from Ricochet to familiarize yourself with the software:
  - [Tutorial 1](#)
  - [Tutorial 2](#)

## 11. Designing Your Space Display and Merchandising

- Market in the Mall LLC will supply standard brackets, hanging fixtures, shelving for wall spaces, display racks, and tables. Vendors are encouraged to design their space to be visually interesting using smaller fixtures and decorative elements for displaying merchandise.

- Consider both vertical and linear space when merchandising products. Design and Merchandising consultations are available upon request for an additional fee.
- All items used for merchandising are subject to prior approval. Larger fixtures will be assessed on a case-by-case basis.

## 12. Communication Channels

- All communication should be conducted through email to [shoplocal@marketinthemall.net](mailto:shoplocal@marketinthemall.net). Texts, Facebook Messenger, and Phone Calls are highly discouraged for formal notices and requests as they are difficult to document and catalog on the Consignor's account.
- Vendors are encouraged to assure that emails from [shoplocal@marketinthemall.net](mailto:shoplocal@marketinthemall.net) and [cheryl@communitymarketsandevents.com](mailto:cheryl@communitymarketsandevents.com) are saved within their email accounts and marked safe to avoid being routed into spam folders.
- Vendors are encouraged to immediately review all emails from MITM and read the entirety of the information.
- Vendors are prohibited from contacting shopkeepers directly. All communications must be conducted through email, or in the case of emergency, with Cheryl Taylor directly at 727-365-6411.

## 13. Product and Inventory Approval

- Vendors must submit images, pricing, and details of all products intended for consignment through the Ricochet portal.
- Barcode labels are printed by MITM and available for pickup at the store. Vendors ARE NOT permitted to print their own labels. Labels must be placed on products prior to load-in on branded tags. Items without labels will be removed from the sales floor.
- For questions about specific items, email ShopLocal@MarketintheMall.net with product details for initial approval.

## 14. Load-In

- Load-ins will begin on the 1st of each month during store hours. Delayed load-ins will not receive prorated credits.
- Load-ins and restocks throughout the month must be scheduled a full 24 hours (not the night before). Consignor should avoid disrupting customers.

## 15. Seasonal Load-In Schedule for Holiday and Special Occasion Offerings

- Vendors must follow a seasonal schedule to align with retail product timelines:
  - **Valentine's Day:** Load-in begins January 10th and must be completed by January 20th. Removal from the sales floor shall occur no later than February 20th.

- **Gasparilla:** Load-in begins January 10th and must be completed by January 20th. Removal from the sales floor shall occur no later than February 5th.
- **St. Patrick's Day:** Load-in begins February 15th and must be completed by February 25th. Removal from the sales floor shall occur no later than March 20th.
- **Easter/Spring:** Load-in begins March 1st and must be completed by March 15th. Removal from the sales floor shall occur no later than April 25th.
- **Mother's Day:** Load-in begins April 10th and must be completed by April 20th. Removal from the sales floor shall occur no later than May 25th.
- **Father's Day:** Load-in begins May 20th and must be completed by May 30th. Removal from the sales floor shall occur no later than June 25th.
- **Summer/Patriotic (Memorial Day/4th of July):** Load-in begins May 1st and must be completed by May 15th. Removal from the sales floor shall occur no later than June 25th.
- **End of School (Teacher Appreciation/Graduation):** Load-in begins April 1st and must be completed by April 10th. Removal from the sales floor shall occur no later than June 5th.
- **Back to School:** Load-in begins July 10th and must be completed by July 20th. Removal from the sales floor shall occur no later than September 15th.
- **Fall/Harvest:** Load-in begins August 15th and must be completed by August 31st. Removal from the sales floor shall occur no later than October 5th.
- **Halloween:** Load-in begins September 1st and must be completed by September 15th. Removal from the sales floor shall occur no later than November 5th.
- **Thanksgiving:** Load-in begins October 1st and must be completed by October 15th. Removal from the sales floor shall occur no later than November 30th.
- **Hanukkah:** Load-in begins November 15th and must be completed by November 25th. Removal from the sales floor shall occur no later than December 31st.
- **Christmas/Winter Holidays:** Load-in begins October 15th and must be completed by November 1st. Removal from the sales floor shall occur no later than January 7th.
- All vendors must adhere to these timelines to ensure proper merchandising and seasonal alignment.

## 16. Restocking

- Notify [shopkeeper@marketinthemall.net](mailto:shopkeeper@marketinthemall.net) at least 24 hours in advance (not the night before) of restocking.
- Prepare all items before arriving at the store. The backroom is not available for preparation.

- If assistance is needed during restocking, notify us in advance to ensure additional team members are available.

## 17. Logo and Branding

- Vendors are encouraged to develop a professional logo to enhance their business brand.
- Business cards should be included in the vendor's merchandising design and additional stock provided for the store's business card display.
- Branding is available through Market in the Mall for an additional fee.

## 18. Labels

- Products must have professionally printed labels with the vendor's name or branding and clear price indication. NO handwritten labels will be permitted on the sales floor.
- Tags must accommodate barcode labels (2.25 x 1.25).
- Label design and printing is available through Market in the Mall for an additional fee.

## 19. Special Orders

- Vendors can offer special orders through a dedicated station in the store. This feature is available for a one-time setup fee.

## 20. Returns and Exchanges

- All sales at Market in the Mall are final. Vendors must handle guest requests for returns or exchanges directly.
- Shopkeepers can assist with returns or exchanges if clear instructions are provided via email at [shoplocal@marketinthemall.net](mailto:shoplocal@marketinthemall.net)

## 21. Sales Tax

MITM will handle the calculation, retention, and reporting of all sales taxes on sold items.

## 22. Default & Remedies

The following shall constitute an event of default under this Agreement:

1. Failure to pay rental fees, commissions, penalties, administrative fees, or other charges when due.
2. Unauthorized removal of inventory.
3. Failure to maintain required inventory levels or retail-ready presentation.
4. Violation of the Social Media Participation requirements.
5. Abandonment of space or failure to actively participate in the retail environment.
6. Breach of any material provision of this Agreement.

7. Conduct that, in the sole discretion of Market in the Mall LLC, materially harms store operations, brand reputation, landlord relationships, or the collaborative retail environment.

### Termination for Cause

Market in the Mall LLC may terminate this Agreement immediately upon written notice if an event of default occurs.

Termination for cause shall be effective upon delivery of written notice via email or USPS as outlined in this Agreement.

### Acceleration of Rental Obligations

Upon termination for cause, **all rental amounts due for the entire remaining balance of the Agreement term shall immediately accelerate and become fully due and payable**, without further demand.

This acceleration includes:

- Monthly rental fees for the remainder of the term
- Any unpaid commissions
- Administrative fees
- Penalties assessed under this Agreement
- Transaction processing balances

### Liquidated Damages

Consignor acknowledges that early termination for cause or material breach of this Agreement will result in damages to Market in the Mall LLC that are difficult to precisely calculate, including but not limited to:

- Lost rental income
- Loss of curated retail continuity
- Administrative and re-merchandising costs
- Marketing disruption
- Space vacancy impact

Therefore, in the event of termination for cause, Consignor agrees that:

- Acceleration of the remaining rental balance under the Agreement shall constitute **agreed-upon liquidated damages**, and
- Such amount represents a fair and reasonable estimate of damages and is not intended as a penalty.

Consignor expressly waives any claim that such accelerated sums constitute a penalty or are unenforceable.

### Application of Funds

Market in the Mall LLC may apply:

- Any ledger balance,
- Deposits,
- Pending payouts, or
- Inventory proceeds

toward amounts due under this Default & Remedies section.

### Cumulative Remedies

All remedies available under this Agreement shall be cumulative and in addition to any remedies available under Florida law.

Failure by Market in the Mall LLC to enforce any provision shall not constitute a waiver of future enforcement rights.

### Survival

The obligations contained in this section shall survive termination of this Agreement.

## 23. Social Media Promotion & Marketing Participation

**Market in the Mall operates as a collaborative retail and marketing environment. Consignors agree to actively participate in digital marketing efforts to promote both their own business and Market in the Mall.**

### Website Disclosure Requirement

**All Consignors must clearly disclose on their website and/or online shop that their products are available at:**

**Market in the Mall  
27001 US Highway 19 North, Ste 1037  
Clearwater, Florida 33761**

**A direct link to [www.MarketintheMall.net](http://www.MarketintheMall.net) must be included.**

### Reposting Scheduled Promotional Assets

**Market in the Mall and/or Community Markets & Events LLC will publish a schedule of digital promotional assets and narratives for use across social media platforms.**

**Consignors agree to:**

- **Repost and/or share designated promotional posts according to the published promotional schedule.**

- Share content from Market in the Mall’s official Facebook and Instagram Business Profiles when directed.
- Maintain captions, hashtags, and tags as provided unless otherwise approved.

Failure to repost designated promotional content as scheduled shall be considered non-participation in required marketing collaboration.

### Required Weekly Vendor-Generated Posts

In addition to reposting official promotional content, Consignors are required to:

- Post a minimum of one (1) post per week on their own social media platforms promoting their participation in:

“Market in the Mall presented by Community Markets & Events at Countryside Mall.”

Each weekly post must include:

- Proper tagging of:
  - Market in the Mall
  - Community Markets & Events (when applicable)
- Store location within the mall:
  - *Lower Level, next to JCPenney*
- Current store hours
- Clear language indicating their participation as a vendor

### Required Post Language Example

Consignors may use the following format as a guideline:

Market in the Mall – at Countryside Mall... Lower Level, next to JCPenney 📍👉

🕒 Store Hours:

Mon–Thu: 10 AM – 8 PM

Fri–Sat: 10 AM – 9 PM

Sun: 11 AM – 7 PM

Vendors are encouraged to personalize the narrative while maintaining required location, tagging, and hour disclosures.

### Tagging Requirements

All promotional posts involving Market in the Mall must:

- Tag official Market in the Mall social media handles
- Tag Community Markets & Events when applicable
- Avoid tagging Market in the Mall in association with any other location or event not operated by Community Markets & Events LLC or Market in the Mall LLC

## Pricing Consistency

Pricing of products offered at Market in the Mall must remain consistent with pricing on:

- Vendor websites
- Social media shops
- Other sales channels

## Enforcement & Consequences

Failure to comply with this Social Media Policy may result in:

- Reduced promotional support
- Reassignment of space visibility
- Written notice of non-compliance
- Early termination of the Consignment Agreement
- Other remedies deemed appropriate by Market in the Mall LLC

## Review and Updates

This Social Media Policy may be updated periodically. Consignors are responsible for reviewing and complying with the most current version.

## Acknowledgment

By signing this Agreement and/or continuing participation in Market in the Mall, Consignor acknowledges understanding of and agreement to abide by all social media participation requirements outlined herein.

Consignor's Initials: \_\_\_\_\_

## 24. Policy/Agreement on Shrinkage and Theft

In consideration of entering into this Consignment Agreement ("Agreement") between Market in the Mall LLC ("Company") and the undersigned Consignor ("Consignor"), the parties hereby agree to the following hold harmless clause regarding the theft of Consignor's inventory:

1. **Hold Harmless Obligation:** Consignor acknowledges and agrees that the Company shall not be held liable for any loss, damage, theft, or disappearance of Consignor's inventory while it is in the possession of the Company during the term of this Agreement.
2. **Assumption of Risk:** Consignor acknowledges that there are inherent risks associated with consigning and storing inventory, including the risk of theft. Consignor assumes all risks and responsibilities for protecting their inventory against theft and acknowledges that the Company is not responsible for implementing security measures to prevent theft.
3. **Indemnification:** Consignor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and representatives from and against any claims, losses, liabilities, damages, expenses, and costs (including reasonable attorney's fees) arising out of or related to any theft of Consignor's inventory, regardless of the cause or circumstances.
4. **Insurance Responsibility:** Consignor is responsible for obtaining appropriate insurance coverage to protect against theft and any other potential risks associated with their consigned inventory. The Company is not obligated to provide insurance coverage for Consignor's inventory.
5. **Notification of Theft:** In the event of theft or suspected theft of Consignor's inventory, Consignor agrees to promptly notify the Company in writing. However, such notification does not create any liability on the part of the Company for the loss or theft.
6. **Limitation of Liability:** Consignor expressly acknowledges and agrees that the Company's liability is limited to acts of gross negligence or intentional misconduct directly attributable to the Company.

**By signing below, both parties acknowledge their understanding and acceptance of the terms and conditions outlined in this Consignment Agreement.**

**Consignor's Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Market in the Mall LLC**

**Authorized Signature:** \_\_\_\_\_

**Cheryl Taylor, Authorized Representative**

**Date:** \_\_\_\_\_