

Vendor Agreement - Painted Barrels

127 S. Summit, Girard, KS 66743 • www.paintedbarrels.com

Painted Barrels agrees, upon signature of this contract, to provide maintenance, sales support, and reasonable security for contents of booth in a clean, customer-friendly environment. Painted Barrels agrees to take all reasonable steps to protect sales items from theft or damage during rental period. Painted Barrels reserves the right to reject any item offered for sale if deemed “unsuitable” at Painted Barrels’ discretion. Used clothing/shoes are not permitted. Painted Barrels agrees to be responsible for payment of any/all sales tax and credit/debit card fees at our expense. Painted Barrels agrees to pay vendors monthly for all accumulated net sales dollars (less commission and rent due). Booth rentals start on the 1st of every month and go through the last day of that month. Vendors agree to give Painted Barrels AT LEAST 30 days notice before terminating their booth rental. Vendor understands that any items remaining in booth seven calendar days after end of lease agreement become property of Painted Barrels unless other arrangements are made in writing.

Vendor agrees, upon signature of this contract, to be responsible for attractively displaying agreed-upon goods within the space allocated. Vendor is responsible for maintaining a clean, inviting environment within their booth, keeping their products within the approved areas only. Once an item is in vendor’s booth, sale of said item must go through Painted Barrels. Vendors may not use booth photos to personally make sales transactions outside of the store. Vendor understands that Painted Barrels is not responsible for loss of an item due to theft or damage and that Painted Barrels is not responsible for insuring vendor’s possessions whether for sale or display. Booth reset may occur Tuesday through Friday during business hours. It is preferred that resets NOT occur on Saturdays due to high shopping volume.

Upon signature of this contract, Vendor agrees to tag each item they offer for sale with the following information: brief description of item, price, booth number, and date the item is placed in booth. In addition to price and item description, we suggest the following numeric code be written on every ticket: booth number - date placed in booth. For example, an item placed in Booth #4 on Aug. 3, 2019 would have the following numeric label on the ticket: 04-080319. This will help vendors keep track of how long an item has been in their booth without selling. Vendors must provide their own price tags. Painted Barrels reserves the right to request appropriate price tags at their discretion.

Vendors may specify a flexible discount to be used for in-house negotiations only - to reduce calls to vendor and to facilitate sales of products from their booth. Request for other/additional discounts will be transmitted to vendor for review and response. If contact not available, only flexible discount will be applied. If no flexible discount has been established, we will inform customer that we are not authorized to negotiate on ticketed prices.

Painted Barrels reserves the right to arrange vendor booths to encourage sales, add Painted Barrels’ items to booths to enhance sparse displays, or move (up to 5 per booth) vendor’s items up to the store front to increase chance of sales. Vendor items moved to front remain the vendor’s property and sales of said items will be treated the same as sales of items that sell from the vendor’s booth. Painted Barrels will take such actions with the intention of increasing the vendor’s sales. Our vendors’ success is our success! If vendor disagrees with display decisions we have made with their items, they are encouraged to please visit with Painted Barrels staff. We want our vendors happy!

Booth # _____

Sales for each booth (not including sales tax) will be totaled at the end of each month. Vendor understands that Painted Barrels will retain 12% commission on all sales. Vendors are encouraged to keep this in mind when pricing their items. Total rent + sales commission will be deducted from total sales for the current billing cycle, and resulting check/invoice will be available for pickup by vendor by the 5th days of the following month. Vendors can also request to have it mailed to them. A Sales Report for the last 30 days will be provided, detailing all sales transactions by date for the vendor#/booth#, including descriptions provided and showing discounts applied. ONE check will be provided for all sales in excess of rent and commission due. If vendor's sales are less than rent and commission due, an invoice will detail payment due.

Outstanding rent must be paid in full by the 5th of the following month or a \$10.00/day fee will be added to the amount currently due and any sales ongoing in the designated booth will be garnished to pay past due and current outstanding rent. And at the end of 30 days of non-payment, vendor's booth and all contents devolve to the possession of Painted Barrels and may be sold or auctioned off at their discretion, all profits to go to Painted Barrels to cover outstanding debt.

Vendor's Name (printed legibly)

Vendor's Business Name (if applicable)

Vendor's Address

Phone #

Vendor's Email address

Vendor Signature

By signing on this line, Vendor agrees to the above terms.

Painted Barrels Signature (Carrie Smith &/or Nancy Bauer)

By signing on this line, Painted Barrels agrees to the above terms.