

Vendor Agreement - Painted Barrels on the Square

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 all sales tax and credit/debit card fees. 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. Vendor agrees to give Painted Barrels AT LEAST 30 days notice before terminating their booth rental. Failure to give 30 days notice may result in vendor being charged for an additional month. Vendor understands that any items remaining in booth 10 calendar days after end of lease agreement become property of Painted Barrels unless other arrangements are made in advance.

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. 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.

Vendor agrees to attach REMOVABLE tags to each item they offer for sale with, at minimum, correct booth number and price. If a description of the item is included on tag, this will also be entered in the vendor’s sales report. Tags for items sold will be returned to vendor at month’s end along with a Sales Report and check for any items sold. Sales for each booth (excluding sales tax) will be totaled at the end of each month. Vendor understand that Painted Barrels will retain 12% commission on all sales. Vendors are encouraged to keep this in mind when pricing their items. Next month’s 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 7th day of the following month. Vendors can also request to have it mailed to them. A Sales Report for the month will be provided, detailing all sales transactions, by date, for the booth #, including descriptions provided and showing any (approved) discounts applied. A 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 10th of the following month or a \$10.00/day fee may 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. 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 at our discretion, all profits to go to Painted Barrels to cover outstanding debt. If booth has 3 consecutive months of 'No Sales' they will be asked to either downsize to smaller booth or relinquish booth for vendors on the waitlist.*

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 the flexible discount will be applied. If no flexible discount has been established, we will inform customers 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 booth to enhance sparse displays, or move 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 the Painted Barrels staff. We want our vendors happy!

Vendor Booth/ Shelf # _____ Rent per month _____ Start Date _____

Vendor Name (Print) _____

Business Name _____

Address _____

Phone Number _____ E-mail _____

First Rent Payment: Date Paid _____ Amount _____ CC/ Cash/ Check# _____

Vendor Signature _____

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

Painted Barrels Signature (Owner) _____

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