

Wonderland Antiques and Curiosities LLC

Vendor Rental Agreement

This agreement made and entered into this _____ day of _____,
20__ between Wonderland Antiques and Curiosities LLC, hereinafter called Store and
Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Cell _____ Home _____
Email _____, hereinafter call Vendor.

Both parties agree as follows:

1. The length of this contract is six months. Vendor may renew contract for another six months or convert to a month-to-month rental agreement upon mutual consent of both parties. Store requires 30 days' notice if Vendor decides not to renew the contract, regardless of contract length at the time of Vendor's departure.
2. Vendor shall pay Store rent in the amount of \$_____ per month starting on _____. First month's rent is due before move in. If move in date is not on the first of a month, the first month's rent will be pro-rated based on the number of days remaining in the month.
3. Rent is due on the first day of the month. A late fee of \$25 shall be charged to Vendor's account for payments not received by the 10th of each month.
4. Vendor shall pay a 10% commission on all sales. Store shall collect sales tax and remit it to the state. Store shall also pay credit card fees associated with sales. Credit cards will not be accepted for purchases less than \$20.
5. Store shall total sales each month and Vendor shall receive a check for the value of their sales less the 10% commission retained by Store.
6. At the end of each calendar year, Store shall provide Vendor a form 1099 for the amount of sales. This amount will be reported to the IRS and it is the responsibility of the Vendor to file this with their taxes.
7. Store will provide Vendor with a list of Vendor's items sold each month and the tags removed from the items so Vendor may do a reconciliation.
8. If Vendor finds a tag is in his/her tags for the month, where no corresponding payment was credited, Vendor has until the 15th of the month following payment to request a correction of the discrepancy.

9. If a Vendor does not sell enough merchandise to cover Vendor's rent for three consecutive months, Store may, at its sole option, revoke the contract. In such case, Vendor shall be given 30 days to vacate their booth or booths.
10. While Store makes every effort to secure the store through use of video surveillance, an alarm system, and necessary liability insurance, Store is not responsible for theft, loss or damage to Vendor's items. Vendor is encouraged to carry insurance coverage on their merchandise.
11. Store policy is to apply at 10% discount for items over \$20 that are not marked "firm", upon customer request or, if in the judgement of the sales staff, offering the discount will secure a sale that might otherwise be lost.
 - a. If Customer requests a discount larger than the 10%, Store will attempt to contact the Vendor to negotiate a lower price.
 - b. If Store is unable to reach the Vendor by their preferred method of contact (usually text or phone call), Store will not agree to a larger discount on behalf of the Vendor unless Vendor has provided different guidance (see paragraph 12).
12. Each Vendor may set their own discount or sales policy which shall supersede that of the Store. Sales policies that deviate from Store policy must be provided to the sales staff in writing.
13. Vendor shall keep rented space clean, stocked and orderly. Vendors are responsible for transport and set up of their own merchandise and fixtures.
14. All merchandise must carry a tag legibly marked with Vendor #, item, and price. If an item is missing a price tag, Store will attempt to contact the Vendor for a price. If Vendor cannot be reached, untagged items will not be sold. This is to prevent customers from pulling the tag off in the hope of getting a cheaper price for the item.
15. To prevent shoppers from falsifying tags, it is suggested that if a Vendor wishes to discount an item, that they use a method other than simply crossing out the price on the tag and replacing it. Suggested methods of indicating discounted items include:
 - a. Using a unique "sale price" sticker on the original tag
 - b. Taping or stapling a separate tag to the original tag
 - c. Replacing the original tag with a new one indicating the new priceIf Vendor chooses to simply strike out the price and mark the discount, Store will not be held liable for shoppers taking their own mark-downs, as Store has no way to know who altered the tag.
16. Wonderland Antiques and Curiosities is and intends to remain a high-end purveyor of fine antiques and collectibles. As such, Vendor agrees to stock Vendor's booth with at least 85% antique, Mid-century Modern, or Collectible merchandise. The remaining 15% may be chosen at Vendor's discretion, but must be clean, serviceable, and not of a "yard sale" or "flea market" quality. Examples of merchandise that fall into the category of curiosities include Collegiate Fan Gear, Seasonal items for the major American holidays, quality works of art, or truly one-of-a-kind items.

17. In the event there is a disagreement about what is suitable to offer for sale, Store is the final arbiter of what is appropriate.
18. Vendor warrants that all merchandise in their booth belongs to them and complies with all local, state and federal guidelines.
19. Items specifically prohibited for sale in accordance with the laws of the State of Georgia:
 - a. Full bottles of alcoholic beverages, even if the bottles were originally designed to be collectible.
 - b. Firearms that do not meet the definition of Antique according to the US Bureau of Alcohol, Tobacco, and Firearms (ATF). The ATF definition of Antique is:
 - i. Any firearm, including any handgun with a matchlock, flintlock, percussion cap, or similar type of ignition system, manufactured in or before 1898
 - ii. Any replica of any firearm described in paragraph (1) of this subsection if such replica is not designed or redesigned to use rimfire or conventional center-fire fixed ammunition or uses rimfire or conventional center-fire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade
 - iii. Any firearm which is a curio or relic as defined by 27 C.F.R. 178.11.
20. Store reserves the right to end this contract or choose not to renew it for business reasons, should Vendor not adhere to the terms of the contract, or should Vendor engage in misconduct on the premises. Judgement of such infringements is at the Store's sole discretion.

In consideration of the above contract terms

Vendor Name _____

Remitted to Wonderland Antiques and Curiosities LLC a deposit in the amount of \$_____ for Vendor agreement to commence on _____ 20____

Wonderland Antiques and Curiosities LLC

Signed _____ Date _____

Vendor

Signed _____ Date _____