

THE MAKER'S MARKET



Version: _____
Date Effective: _____

BOOTH RENTAL AGREEMENT

Booth Rentals: Booth rental costs vary depending on the needs of each vendor, area geographics and size.

A 5% commission will be charged on booth sales. This will be used to pay processing fees for card payments and advertising. **Please see Floor Layout Map for booth costs.**

A three (3) month initial commitment is required; meaning you agree to rent your booth for a minimum of 3 months.

If a vendor remains after the initial three (3) month period, their agreement will automatically renew on a month-to-month basis. If a vendor decides to move out, a 30-day notice is required. This agreement is updated periodically for changes. If changes are made, Vendors will be required to re-sign the new agreement to continue with the month-to-month agreement. The Maker's Market may terminate any vendor's rental agreement at **ANY** time for **ANY** reason verbal or written. Once a Vendor is notified of the cancellation, they will have 10 days to remove their merchandise. Vendor must settle all overdue rent charges and damages before removing merchandise from The Maker's Market on move out day.

Move Outs: Management must be given a written 30-day notice in advance of a move-out (by the first day of the month). Vendor must settle all overdue rent charges and damages before removing merchandise from The Maker's Market on move out day. A walk-through with management will be conducted to ensure the space is left in satisfactory condition.

Store Hours: The Maker's Market will be open Monday – Saturday from 10am – 6pm and Sundays from 1pm to 5pm. Staff will not be available to stay after hours for Vendors to work in their booth. Please respect your neighbors while working at your booth, by reducing noise and keeping your area clean, neat and safe for customers.

Taxes: The Maker's Market will be responsible for the collection and payment of sales tax to the State of Oklahoma. Vendors are responsible for keeping their own monthly sales statement and reporting their own income to the State of Oklahoma. You will be required to fill out a W-9 and will receive a 1099. Vendors may not use The Maker's Market's sales tax number for personal use. If you have any questions about your taxes, you should consult your personal or business CPA. We are unable to provide you with advice on how to handle your personal tax situation.

Security: Security cameras are placed throughout the store to deter shoplifting and theft. The Salesperson on duty will do their best to deter shoplifting and keep an eye on the customers, however, theft may still occur.

Loss or Injury: The Maker's Market is not responsible for any loss or injury in your space and does not insure vendor's inventory or personal property for any potential losses. Vendors assume the liability for potential injury or

damage to persons or their property arising during the term of the lease, including theft occurring in or about your space. The Maker's Market is not responsible for missing or damaged items beyond our control, such as roof leaks, inclement weather or Acts of God.

Marketing/Advertising: Vendors are encouraged to use any means at their disposal to promote and advertise their booth and The Maker's Market. By doing so, every Vendor will be more successful and profitable. Emphasizing the importance of supporting small businesses and local entrepreneurs is our goal!

Word of mouth, business cards (you should not be in business without them) flyers, holiday flyers, market flyers, and FACEBOOK are great ways to advertise. Vendors grant permission to The Maker's Market to use their name, business, likeness, merchandise, images, videos, and other media formats, in its publications, including but not limited to website entries, social media posts, marketing materials, and advertising.

Payments: The cut-off date for processing sales is the close of business on the last business day of the month. Checks to vendors may be picked up on the 10th of the following month. If the 10th falls on a Saturday, Sunday, or holiday the checks are available the next business day. One month's rent and 5% of total sales will be deducted from the sales total each period. Once checks are written, you have 45 days to pick them up or they will be voided.

If the Vendor owes booth rent, payment is due by the 10th of the following month. Notice will be given by text, email or phone call notifying the Vendor of the amount due. A \$50 return check fee will be charged if vendor's check is returned for any reason. Only Vendors will be allowed to remove unsold items or pick up checks from The Maker's Market.

Tagging: The Maker's Market can help to provide white tags for Vendors to use, but each Vendor is encouraged to purchase their own tags. Only the specific white tags may be used to ensure proper record keeping. If an item is not properly tagged, it cannot be sold. Each tag must have all the required information written in a neat and easily readable manner. Vendors are responsible for tagging their own merchandise. The required tags are 2-part perforated tags. The top part of the tag will remain attached to the item being sold and the bottom part of the tag will be removed and kept by staff to be recorded for the item sold for the Vendor.

Return Policy: All sales are final; no returns or exchanges are allowed.

Housekeeping: Vendors are responsible for keeping their own space and merchandise clean and orderly. Staff are responsible for maintenance of aisles, restrooms and the common areas of the shop. Vendors are required to visit their booth WEEKLY OR BIWEEKLY to clean, restage, fluff, ensure proper tagging and rotate stock as needed.

Prohibited Sales: All sales must go through the cash register of THE MAKER'S MARKET. Management reserves the right to refuse any merchandise we feel is inappropriate.

Sale Items: Vendors may run a sale for not more than TWO consecutive months. Continuous "Sales" or "Reduced Prices" are not allowed. This is not a Flea Market.

Displays: All merchandise must be kept WITHIN each Vendor’s assigned space. Customer walkways shall not be obstructed by merchandise. BY LAW THERE MUST BE 36 INCHES OF UNOBSTRUCTED WALKING SPACE.

Construction of Booths: Vendors are encouraged to create an appealing booth that will beautifully display their merchandise. Management is not responsible for any type of booth material reimbursement. Management reserves the right to modify, adjust or remove items and fixtures that pose a safety risk to others. Floors shall not be painted. Rugs must have a non-slip rug pad or mat underneath to prevent any slipping. Vendors must ensure that no cords are run underneath rugs, doing so could create a safety risk. The use of sticky tiles, glue, or any adhesive material is prohibited.

Power and Lighting: Vendors may plug in one power strip per outlet, but all devices should be plugged directly into the power strip. Connecting multiple power strips or extension cords is not allowed for safety reasons. Permission must be obtained prior to use.

Absolutely nothing will be allowed to penetrate the inside walls of the building. Management will make every effort to help a Vendor with shelves or displays. Installed structures must remain at least three feet below the ceiling, no materials are allowed to be attached to the ceiling.

SIGNATURE AND ACKNOWLEDGEMENTS

Please read and initial below acknowledging that you understand and agree to abide by the following:

_____ I have read and agree to abide by the terms of this Agreement.

_____ I agree to advertise and promote my business and The Maker’s Market to the best of my ability.

VENDOR’S NAME

SIGNATURE

DATE SIGNED

BOOTH NUMBER

MOVE IN DATE

MOVE OUT DATE

CELL #

EMAIL

ADDRESS

CITY, STATE, ZIP