

# Vendor Agreement

## **I. Parties:**

This Vendor Agreement is entered into this \_\_\_\_\_ between: \_\_\_\_\_ (hereinafter "Vendor") and AnnaMarri Soy Candles/Finger Lakes Unique (ASC) (hereinafter "ASC"), whose address is 99 East Market Street, Corning, NY 14830.

## **II. Duration:**

This Vendor Agreement shall run from the date of execution and shall automatically renew on each May 1<sup>st</sup> and November 1st unless Vendor provides written notice 30 days prior to expiration of the stated timeframe. The November 1<sup>st</sup> renew shall automatically include a 5.5% increase in rental amount to cover scheduled increase in building rent lease.

## **III. Rental Amount**

Vendor shall owe to ASC the amount of \$\_\_\_\_\_ per month plus a 10% commission on gross revenue generated by Vendor each month as "rent" to ASC.

## **IV. Payment:**

The rental period shall run from the first day to the last day of the month. The first month's rent shall be due upon execution of this agreement and prior to occupying the rental space. Thereafter, rent will be deducted from the total sales of the previous month. If rent exceeds sales, the balance due shall be due to ASC by the 7<sup>th</sup> of the month. If overdue rent is not paid by the 15<sup>th</sup> of the month, a \$50 late fee will be assessed and any unsold merchandise may be sold by ASC to cover past due rent. Unsold merchandise may not be removed from the store until rent is paid in full. Nothing in this provision shall waive ASC's rights to pursue any remedies available at law.

Checks for rent must be made out to "AnnaMarri Soy Candles" as that is our legal DBA. Credit card payments will incur a 4% fee to cover credit card processing fees.

Checks to Vendors will be issued after the 5th day of the month and will be mailed to the address on file. Rent for the current month will be deducted from this check as well as the 10% commission on gross sales. Commission checks less than \$20.00 will be carried forward to the following month.



**V. Cancellation:**

The parties to this agreement shall have the right to terminate as follows: Vendor shall be required to complete at least one period (ending in either May or November) under a Vendor Agreement without any right of cancellation. Vendor shall be able to cancel with a 30-day written notice to ASC 30 days prior to May 1<sup>st</sup> or November 1<sup>st</sup> automatic renewal. Vendor shall still be responsible for any amounts that come due during that 30-day period. ASC shall have the right to terminate the Vendor Agreement at any time for any reason.

**VI. Sales Tax**

ASC will collect and remit all New York State sales taxes.

**VII. Space Upkeep:**

It shall be the sole responsibility of the Vendor for restocking, straightening and cleaning/dusting their space during store hours and after hours by appointment only with ASC. All merchandise must be kept within the assigned rental space. Walkways need to be free of obstructions and hazards. Keep in mind that presentation is what will draw the customer to your space. Use all available space if possible, from top to bottom, side to side. If using a table to display your product, a table covering that goes to the floor is required.

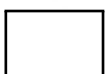
**VIII. Product Pricing:**

Price tags MUST be attached to each item. If vendor wants to adjust the price of an item, a new tag will need to be made. No "crossing out" for re-pricing will be permitted.

**IX. Product Approval:**

ASC strives to provide an environment wherein each Vendor may have an opportunity for success. In furtherance of this goal, ASC wishes to avoid duplicative or competing products. As such, Vendor must submit an approval form, a sample of which is attached hereto, for approval of each product Vendor wishes to offer for sale prior to the item being placed in the rental space. Vendor need not submit subsequent approval forms for products that are of similar kind or quality.

ASC reserves the sole right and discretion to reject any products based on quality and appropriateness to the integrity or goal of the store. ALL items must be handcrafted/refurbished by vendor. The exception would be items that go along with the functioning of product and must be approved by ASC. Examples: Soap savers, tea infusers, jewelry gift boxes.



**X: Security Deposit:**

Vendor shall provide a security deposit of \$100.00 upon execution of this Vendor Agreement and prior to occupancy of the rental space. Vendor shall forfeit the security deposit if vendor moves out prior to notice given or without any notice or if contract terms are broken by vendor.

**XI. Sales transactions and Credit Card Sales:**

ASC will absorb all credit card fees on customer sales.

All sales must be processed through the in-store cash register. If a vendor is present and wants to make a deal/reduce a price, it needs to be done through the store. Violations of this provision will result in immediate termination of this agreement.

**XII: Risk of Damage or Loss and Indemnification:**

Vendor will not hold ASC responsible for any loss or damage of vendor's merchandise, property or equipment, either from theft, fire, flood, wind, rain or any cause whatsoever. We recommend you carry your own liability insurance.

Vendor agrees to indemnify and hold harmless ASC from any personal injury, property damage, or other injury or loss that results from the products that Vendor sells. In addition, Vendor agrees to hold ASC harmless for any claims or suits for trademark, patent or copyright infringement. Vendor agrees to secure all necessary licensing rights to produce and sell any products with protected or registered logos or other protected product under New York law.

**XIII: Venue**

Should any dispute arise under this agreement, the parties agree that the proper venue shall be Steuben County, New York.

**XIV: Miscellaneous**

ASC reserves the right to inspect any boxes/bags of merchandise being removed from the premises to verify it is the property of the particular vendor.

By signing this agreement, vendor gives permission to give a 10% discount to active military/veterans provided they can show proof of military status.

By signing this agreement, the vendor gives permission to give a 10% discount on 9/11 to first responders provided they can show proof of status.



ASC may display certain products of the vendor's in the windows or feature tables at no extra cost to vendor.

Vendor Signature:

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

Vendor Address:

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

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

ASC Signature: