

Hobbies & Homestead
2100 E Van Buren Eureka Springs, AR 72632

VENDOR AGREEMENT

Purpose:

This agreement is made by and between you, the Vendor, and W.T. Focker, LLC dba Hobbies & Homestead (H&H.) Our mission is to provide small businesses, crafters and artisans an opportunity to sell unique, antique, vintage, handmade, customized, repurposed or hobbyist merchandise and supplies.

Hours:

Daily- 10 a.m.-6 p.m.

Closed the following holidays: Thanksgiving and Christmas. We will close by 3pm on Christmas Eve and New Year's Eve.

Booth Rentals:

Booths vary in size and are rented for a fixed price per month plus 10% of sales. Booths will be rented by application. If selected, the rental contract requires a 3 month initial commitment and is then automatically extended on a month to month basis. Vendors may stock their booth anytime during store hours. You may not keep the staff after hours to work on your booth! Following the initial 3 month commitment, the vendor or H&H management may terminate the rental agreement by submitting a **30-day notice in writing**.

Rent Due:

Rent is due the first day of the month for that month. Rent extends from the first day of the month to the last day of the month. **A VALID CREDIT CARD IS NECESSARY TO RENT BOOTH SPACE AND WILL BE KEPT ON FILE DURING THE DURATION OF THE RENTAL AGREEMENT.** The first month's payment is due at the initiation of this contract and no space will be reserved without payment of the first month's rent and a valid credit card being kept on file. Subsequently each month's rent is due on the first of the month. Vendor may elect to have this rent deducted from the previous month's sales and the difference accounted with any balance being charged to the vendor's credit card on file. If rent is overdue by 30 days, unsold merchandise may be sold by H&H to cover past due rent and cannot otherwise be removed from the market until rent is paid in full.

Commissions:

A ten percent (10%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers credit card costs, staffing, retail supplies, marketing, and maintenance.

Sales Tax:

H&H will be responsible for the collection and payment of sales taxes to the Arkansas Department of Finance & Administration. Vendors may not use the H&H sales tax number for their personal use.

Pay Period:

The close of business on the last day of the month is the cut-off date for processing sales. Checks to vendors may be picked up after 3 pm on the **fourth day** of the following month. One month's rent and all commissions and sales taxes collected are deducted from gross sales. A statement of the month's sales activity will be provided with the check. Amounts less than \$5.00 due to vendors, or less than \$10.00 due to H&H, will be carried over to the following month.

Additional Earnings:

H&H provides opportunities for vendors to earn extra money besides selling their goods. If a vendor would like to conduct a workshop or pop-up to the public, H&H may provide a venue for their workshop or event. A discussion and space rental agreement between the vendor and H&H are required before setting a time and date for event. Vendors holding events or workshops at H&H must have approval from H&H before creating and sending marketing materials via internet, mail or flyers.

Pricing:

H&H will provide bar code labels to each vendor and hang tags for items that cannot be directly labeled with the bar code sticker. Items placed in a booth must have a price tag with readable notations on the front: Vendor Bar Code, Price and Item Description. Any other information the vendor deems necessary should be written on the back of the price tag. Price tags must be securely fastened to merchandise. The bar code tag must be securely affixed to each item so we can make sure to record your sales to your booth. Vendors are responsible for tagging their own merchandise.

To protect the vendor, prices cannot be crossed out and replaced by another price written on the tag. If you put an item on sale it needs a new label with the new price.

Bargaining:

Vendor, at his or her option, may allow H&H and its agents, employees, and representatives to negotiate up to 10% off the indicated price of items contained in the booth and represented as being for sale on behalf of the Vendor. H&H will, at Vendor's option, make phone calls to inquire about prices. If you want H&H to make price inquiries on your behalf, please make sure we can reach you during business hours by phone or text. Vendors working in their booths may "deal" or reduce a price to a customer but are not allowed to complete the sale on premises without going through the register. All sales will go through the cash register at H&H. Any sale that does not go through the register will violate this agreement and serve as cause to terminate it.

Vendor Identification:

Only individuals with permission of the vendor (owner of merchandise) will be allowed to remove unsold items or pick up checks from H&H. Please let us know if anyone other than the vendor who signs this agreement is going to be involved.

Merchandise & Displays:

This is a curated market. Our guidelines are designed to meet our shared goal of achieving a high level of sales and customer interest. Lack of quality, vendor participation, communication and low inventory cause a negative impact on other vendors and H&H. Management reserves the right to refuse any merchandise we feel is inappropriate.

Vendors are required to check and stock their inventory. If a Vendor is unable to participate or restock their inventory with quality goods and fails to communicate their situation, H&H will send a 30 day vacate letter for vendors to remove their items from the store. If Vendor fails to remove their items from H&H within 30 days of the date on which the noticed was mailed, H&H has the right to dispose of the items in any matter H&H determines to be appropriate and the Vendor will hold H&H harmless.

All sales merchandise must be kept WITHIN each vendor's assigned space. Customer walkways shall not be obstructed by merchandise. All items in your booth must be clearly priced and bar coded with your vendor labels. Work your booth FREQUENTLY: Dust, clean, and rearrange. Merely repositioning your items in your booth will draw attention and increase sales.

Housekeeping:

Vendors are responsible for keeping their own space and merchandise clean and orderly. H&H is responsible for maintenance of aisles, rest rooms and the common areas of the market.

No Smoking:

Smoking is not permitted on the premises.

Insurance:

Vendor acknowledges that H&H does not insure items placed in booth spaces. Vendor agrees to hold H&H harmless H&H of any damage and or breakage or theft. H&H does use a building security system with motion and door detectors for hours that the business is closed. Vendor is instructed and encouraged to consult his or her insurance company and obtain insurance for all items placed at H&H.

Marketing and Social Media:

H&H will provide individual vendor access to market Instagram and Facebook accounts. Vendors are encouraged to use these free resources to promote their merchandise.

All Laws Apply:

Vendors shall abide, at all times, by the codes, ordinances, and regulations of the city, county, state and other governmental agencies having jurisdiction over the conduct of the vendor's business.

Checks:

H&H will accept checks as payment for any item with proof of identity by a current driver's license and will be responsible for collection of bad checks.

Credit/Debit Cards and Mobile Payments:

H&H will accept payment by MasterCard, Visa, Discover and American Express, prepaid and reward cards with any of the above logos, and contactless payment methods (e.g. Apple Pay, Android Pay.)

Requested Booth Size: _____ Booth # _____ Booth Rent: _____

Vendor Name: _____ Telephone: _____

Booth Name (if different) _____

Address _____ City/State / Zip _____

Email _____

Negotiate 10% off for me? YES NO Contact me with price inquiries? CALL TEXT NO

I have read the Vendor Agreement and accept the conditions as stated.

Vendor signature Date

MULTIPLE BOOTH RENTAL DISCOUNT

FIRST BOOTH – FULL PRICE

SECOND BOOTH – FULL PRICE

THIRD BOOTH – 10% off all 3 booths

FOURTH BOOTH – 20% off all 4 booths

WINTER DISCOUNT (JANUARY AND FEBRUARY) – 35% OFF ALL BOOTH SPACES

(CALCULATED OFF FULL PRICE RENTAL COST)

Vendor ID:	Monthly Rent:	Start Date:	Move Out Date:

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Recurring Payment Authorization Form

I, _____ authorize Hobbies & Homestead to charge my credit card indicated below for the balance of monthly booth rent that is not covered by previous month's sales. I authorize this charge to be made on the first day of each month.

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

<p>Credit Card:</p> <p>___ Visa ___ MasterCard ___ AMEX ___ Discover</p> <p>Cardholder Name : _____</p> <p>Account Number : _____</p> <p>Exp Date: _____ CVV _____</p>
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SIGNATURE: _____ **DATE:** _____

I understand that this authorization will remain in effect until I cancel it in writing and I agree to notify Hobbies & Homestead in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday I understand the payments may be executed on the next business day. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form.