

TERMS AND CONDITIONS AGREEMENT

- 1) All lease agreements are on a month-to-month basis. Each month, rent is due the last day of the previous month before the current month begins. For example, January rent is due on December 31st. If there is a balance as of the 10th of the month, a late fee of \$25.00 will be assessed. **Once a booth is rented, there will be NO REFUNDS.** At the end of the month when rent is posted, the following percentage of your sales will be deducted for credit card fees and commission: 10% 15% 20% Other: ____ %
- 2) At the end of the month, you will receive a full printout of your sales for that month with the check we provide. Checks will be ready no earlier than the 3rd of the month. We are able to mail your check if you provide a self-addressed, stamped envelope.
- 3) We, Merchants Outlet Mall, the parent organization, affiliates, subsidiaries, employees, and all related personnel reserve the right to evict you and/or your organization at any time for any reason, with or without prior notice.
- 4) Each booth must be built in a tasteful manner and must be kept inside the taped lines designated for your booth at all times. If you choose to have walls, you must build within your own walls. Walls are not to exceed six (6) feet in height.
- 5) It is your responsibility to keep your booth clean. You are required to clean and maintain your booth at least once per week. If your booth is not maintained, we reserve the right to evict you for this reason. You must take all of the garbage in your booth to the dumpster. If you fail to properly dispose of trash in your booth, you will be charged a \$25.00 cleaning and maintenance fee.
- 6) All knives, crossbows and lighters must be kept in locked cases at all times. Customers must be 18 years of age to purchase these items. Absolutely no firearms, guns, weapons or pornography of any sort may be sold or displayed in your booth. You are responsible for all licensing, and you will be held responsible for any merchandise that requires licensing. You must obtain legal authorization from the company to sell any merchandise that requires it in your booth. There are strict laws governing licensed products; you agree that you are aware of all applicable laws and are in compliance with the appropriate authorities.
- 7) Merchants Outlet Mall is **not responsible for lost, stolen, or broken merchandise, or acts such as tag switching.** We cannot and will not give money back to any vendor for such acts. In order to keep tag switching to a minimum, a booth number and item description is required on each tag. Do not mark down prices on tags; change the tag to reflect the new price.
- 8) If electrical items or computer equipment is sold, you are required to warranty the item sold for a period of 24 hours. You are responsible for any returned items that do not work; however, if any item has a problem, it must be tagged "as is."
- 9) We will not take percentages off at the front desk; all items must be priced as marked.
- 10) No layaways. Full payment is required at the time of purchase.
- 11) All vendors are required to enter and exit through the Green River Road entrance. When leaving the premises with merchandise, you are required to stop at the appropriate register and allow a Merchants Outlet Mall employee to check any and all merchandise that is leaving the building. If you must use another entrance to the building, you are required to obtain permission from a Merchants Outlet Mall employee to be escorted in and out of the building.
- 12) If you choose to leave Merchants Outlet Mall, a **7 DAY WRITTEN NOTICE** is required before you may vacate the booth. This notice must be given in person to the store manager. No e-mail, phone, or verbal notices will be accepted. Failure to provide said written notice will result in an additional rent payment required for your specified booth. You must pay your complete account balance, including all past due amounts, before taking any merchandise from your booth. Payments must be made in the form of cash or credit/debit card; checks will not be accepted.
- 13) It is your responsibility to insure any items necessary; Merchants Outlet Mall takes no responsibility for lost, stolen or broken items.
- 14) If you are missing an item from your booth and it has not been sold, you must check all other booths in the store prior to claiming the item as lost or stolen. The public may move items to another location.
- 15) Under no circumstances at any time is the space rented yours to "give" or "sell"; all lease changes must be approved by the store manager.
- 16) If you fall behind in rent, Merchants Outlet Mall reserves the right to evict you and hold your merchandise for resale to recover the lost value. By agreeing to these terms and providing your signature, you understand that if your balance is not paid in full you will forfeit all merchandise, showcases, walls, shelves, and any or all other items remaining in the store that belong to you.
- 17) If you choose to share a booth, your agreement is between you and your partner. Our rental agreement provides for one individual; you acknowledge that you are this individual and will make all decisions regarding your booth.
- 18) Cash sales are not allowed. If you bring merchandise into the store, it must be sold by Merchants Outlet Mall following store policy. All customers will be charged tax in addition to the item sold, unless they provide a tax exempt certificate.
- 19) We will not keep any vendor merchandise behind the counter to sell.

By agreeing to the terms of this contract and signing in the space provided, you acknowledge that you fully understand and accept all liability for your merchandise and understand that you are releasing Merchants Outlet Mall from any liability and damages; also, you acknowledge that you have read, understand, and agree to all aforementioned binding terms and conditions and will abide by them.

I acknowledge that I have received, read, and agree to all of the binding terms provided in this **"Terms and Conditions Agreement"**.

AUTHORIZED VENDOR SIGNATURE

AUTHORIZED MANAGER SIGNATURE

DATE