



"A unique variety store with a curious blend of goods."

www.findersandseekers.com

Vendor Agreement and Terms

Rental:

*Sections are individually priced at a monthly rate. Emporium offers a 10% prepaid 6 month rent discount- no negotiations. First and last month's rent is due at signing and rent is taken each month on the day of the agreement anniversary and taken from monthly vendor pay out.

* Emporium takes 10% sales commission from rented space sales and is taken directly from the monthly vendor payout. A full report of accounting will accompany each monthly vendor payout.

*Rental agreements for each section are 6 months at a time. Start/move in time is the day the agreement is active and end/move out time is by the end of the business day on the day the agreement is over. If merchandise is left at the Emporium, it will be removed and put into Emporium storage at a rate of \$20 per day until retrieved. Charge will be taken directly from sales payout, if any. Emporium is NOT responsible for merchandise left after agreement date. If merchandise is not picked up within 5 business days and fee left unpaid, vendor forfeits merchandise to the Emporium for disposal.

*Vendor payout is issued by check to the name on the vendor account in the amount of the sales minus monthly rent, commission, and miscellaneous charges. All accounting/reporting can be seen in real time in your vendor profile and can be accessed anytime with your log in and password. Vendor pay out checks will be accompanied by a printed report of all the accounting for that month and will be issued to vendors the first week following the previous month's sales.

*Individual, private insurance policy required for liability coverage and merchandise damage. **Emporium is NOT responsible for vendor liability, injury, merchandise damage or theft.** See your insurance company for a policy that will cover your liability for personal injury caused by you or your merchandise and display and that will also cover loss in the event of theft or damage. Emporium will assist you in your claim, but ultimately is not responsible for your insurance coverage or liability. If you bring someone to help you, you are responsible for their personal injury or any damage they cause while assisting you at the Emporium. Please do not bring any unsupervised minors to assist in any set up or restocking.

*Emporium has the right to cancel any agreement at any time and ask a vendor to vacate. Depending on the situation, prepaid rent will be prorated back to vendor for the time they did not get to have. Emporium will assess vendor account at that time and may or may not issue the sales and commission accounting to date.

*Vendor termination of agreement- vendor can give Emporium 30 days' notice to terminate their agreement. Depending on situation, Emporium will prorate any prepaid rent for time not spent. Vendor will have to wait until the first week of the following month to get the monthly vendor payout and accounting as normally scheduled.

*Renewal of rental agreements are subject to Emporium approval and based on number of vendors waiting to get into the Emporium

*No merchandise priced less than \$5 without approval from Emporium management. Merchandise is not to be displayed until approval.

*No merchandise highly offensive or pornographic without specific approval and set up by Emporium- ex. Closed displays with age requirement and/or disclosure. No merchandise is to be displayed in this manner prior to Emporium approval.

*Every item and signage in your inventory set up is subject to approval and no hard feelings if asked to remove.

*No pet sales or live animals

*No illegal sales- alcohol, tobacco, firearms, etc. If you have a question- please ASK

*No locked merchandise in rented sections that would require staff and key.

*Vendor is responsible for tagging their own merchandise. Merchandise found without tags will go to the internal Emporium lost and found for a max of 10 days. Proof of ownership may be required to retrieve. If not claimed within 5 days, item is forfeited to the Emporium for disposal.

*Vendor must use the AntiqueSoft computer program to work with the Emporium. Use the system to access vendor account and create scan tags for each piece of merchandise. Training and help are available to each vendor prior to lease start date so they can get tags made BEFORE move in day.

*Vendor is to always keep sections fully stocked and presentable. Required visit and upkeep is on a case-by-case basis. If section looks in need of attention, vendor will be contacted and have 2 days to respond or come by and restock.

*Section will be lightly dusted and cleaned daily. Please keep merchandise accessible for cleaning and any deep cleaning should be scheduled and done by Emporium staff. During scheduled deep clean, vendor will remove all merchandise and displays that are not Emporium's and will be required to rebuild their section immediately after. These cleanings will be reserved during Vendor Only scheduled hours unless there is a cleaning emergency that must be handled immediately. In those cases, Vendor will be notified and involved in a plan of action.

*If vendor is not using Emporium displays for merchandise and using their own, displays must be physically sound and appropriate for the situation. Any display that is not the Emporium's, is subject to approval by Emporium management and not to be used until approval is given.

*Vendor merchandise that requires heavy lifting or assistance when coming into the store, after purchase, or on move out day, requires notice and pre-arranged pick up.

*Vendor's large or heavy SOLD merchandise left to be picked up later by customer, can remain in vendor section up to three business days. Smaller SOLD to be picked up items will be stored up to three days at Emporium check out counter. On three-day mark, customer and vendor will get a reminder, then items are moved to Emporium storage for a max of 5 days before being returned to the vendor for disposal.

*Please use scheduled vendor only hours each month to maintain, restock, and manage your section. You can come during business hours but are encouraged to keep this to a minimum.

*Vendors are allowed to interact with customers during their visit but are asked to limit your interaction to allow our sales staff to handle and manage customers and their questions. Our sales staff is sales commission driven and should be able to take the lead on any sale. Feel free to direct any customer you come across at the Emporium to the staff that day if they've not done so already. Please do not feel responsible to interact or "sell" to the customer.

PROHIBITED CUSTOMER INTERACTION/ETIQUETTE: **

*While at the Emporium during customer hours, vendors are to limit their conversations, opinions, and grievances to null.

*Vendors should not discourage customers from sales from other vendors, complain about the Emporium or fellow vendors, or complain about current local/global/political/religious/media-based situations.

*Vendors should refrain from lengthy cell phone calls and please do not use speaker phone while you are in the store.

*Vendors are not to solicit visits to their section while in the store, making an uncomfortable situation for the customer.

*Vendors should limit their visit to work related activities only. No soliciting or distracting employees from their daily tasks.

*** The idea is to create a balanced, positive, and neutral environment for all- employees, vendors, customers, and visitors. Keep conversations positive and if you are having a hard time doing so, please use the monthly scheduled Vendor Only hours to restock and check inventory. With so much that has gone on in the world the past couple years, we want to make sure we are a neutral, yet compliant company that can encompass and balance a large variety of thoughts and needs from the employee to the vendor to the customer and visitors.

* **PROHIBITED SHARK SALE**- If your item is on sale at the Emporium, and you interact with a guest who wants to buy it, it is prohibited for you to remove that item(s) and arrange a private sale outside the Emporium to avoid commission charge. If you interact with a customer, and you think you have something they would like that you have outside of the Emporium, you are welcome to exchange information and conduct business outside of the Emporium. The Emporium, however, would take no responsibility, liability, or commission from that outside sale. We encourage vendors to make contacts, but to leave the Emporium sales where they are. Any breach of this agreement will void your terms and you will have 5 days to remove your merchandise and will forfeit any rent prepaid. After 5 days, your merchandise will be moved to Emporium storage for \$20 per day. After 5 days, you forfeit your merchandise to the Emporium for disposal. Any storage fee will be deducted from vendor pay out, if any.

Consignment:

- *Consignment vendors are subject to availability in the Emporium
- *Consignment commission rate is 30% of sales price
- *Consignment vendors must participate in the Antique Soft program and create their own price tags and labels.
- *Emporium is responsible for display and marketing of consignment items.
- *Emporium can accept, deny, or ask for removal of any consignment merchandise at any time.
- *Emporium is ultimately not responsible for damage, theft, or injury of consignment merchandise.
- *Consignment items are to be removed after 60 days for vendor to pick up. Vendor will be notified that their merchandise will be off display and set in Emporium storage for a max of 3 days. After 3 day mark, merchandise will be charged a storage fee of \$20 per day for 5 days. After the 5 day mark, merchandise will be forfeited by vendor and Emporium will handle disposal.

GENERAL:

*Emporium charges and collects 7% sales tax on all merchandise sales through the counter. Emporium sends that 7% each month to the NC Dept of Revenue for the previous month’s sales.

*Emporium accepts payments of cash and credit/debit cards and use the Poynt system through PaySafe services. Service charges for vendor sales less than \$1,000 per month are included with the monthly charge. Service charges for vendors with sales going over \$1,000 per month will be calculated at 2% for the total month’s charges, minus the \$1,000 charge-free amount included in rental.

*Vendors are required to handle their own tax reporting and accounting. Emporium will participate with vendors to help them get reports needed for tax filing, but ultimately is not responsible for vendor tax information.

By signing below, I have read and agree to the above terms. I understand that the Emporium is not liable for theft, injury or damage caused to my merchandise and I responsible for any damage or injury my merchandise causes. I understand that I am liable for reporting my own income from sales and Emporium is not responsible for any tax liability on my part. I have filled out the information on the Vendor Application to be the accurate and find the monthly calculations and totals to be correct. I understand vendor payout policy and agree with the terms.

Vendor Name Printed _____

Vendor Name Signed _____

Date Signed _____

Emporium Staff Name Printed _____

Emporium Staff Name Signed _____

Date Signed _____