



VENDOR CONTRACT AGREEMENT

Vendor Name: _____ Date: _____

This Vendor Contract (the "Agreement") is made and entered into as of the effective date indicated below, by and between the **Gobles Antique Mall** (the "Mall") and the undersigned vendor (the "Vendor"). The Mall and the Vendor collectively are referred to as the "Parties."

1. PREMISES AND SPACE

The Mall agrees to provide the Vendor with space within the premises for the display and sale of antiques, vintage items, and home decor, as specified in this Agreement. The Vendor shall have exclusive use of a booth within the Mall, subject to the terms and conditions outlined in this Agreement.

2025 Hours of Operation: Thursday, Friday and Saturday 10am-6pm, Sunday 12-5pm

July 2025 NO RENT will be collected - a free month July 1 to August 1. Only one-month booth deposit will be due at move-in.

2. FEES AND PAYMENT

(a) Monthly Rent

The Vendor shall pay the Mall the monthly rent for the booth space based on the square footage of their booth, or by another specified measurement (by showcase, shelf, etc). Examples of booth rent are outlined below:

- **Upstairs Vendor Space:** \$1.50 per square foot per month.
- **Downstairs Vendor Space:** \$1.00 per square foot per month.

For example, for an **8x8 booth** (64 square feet):

- **Upstairs Vendor Space Rent: \$1.50 x 64 sq. ft. = \$96.00 per month**

- **Downstairs Vendor Space Rent: \$1.00 x 64 sq. ft. = \$64.00 per month**

Vendors renting only a case or shelving unit will have specified rent per area. These will be rented on a case-by-case basis.

(b) Credit Card and Commission Fees

A 5% fee on all sales will be collected to cover credit card fees and commission fees to the Mall. This fee will be applied after the deduction of sales tax. No additional percentage fees will be collected.

(c) Optional Fees

The Vendor may choose to pay for the following optional services:

- **Booth Electricity:** \$5.00 per month
 - Surge protectors are required for any items plugged into the booth electricity.
- **Locked Case Fee (Per Case):** \$5.00 per month
 - All locking display cases must be clearly labeled per the Mall Case Key labeling system. Locks must be easy to open. Vendors are required to provide two (2) keys to the mall and retain a spare key for themselves.
- **Quail Point-Of-Sale (POS) Immediate Sale Notifications:** \$5.00 per month
 - Gobles Antique Mall utilizes the Quail POS system. Weekly, Vendors will receive sale emails at no additional cost. To receive real-time notifications via Quail POS, the monthly fee must be paid.

(d) Vendor Payment Schedule

The Vendor agrees to make all payments for booth rent and fees on or before the **1st day of each month**. Payment shall be made by cash, check, or credit card, as agreed upon between the Parties. If the 1st day of the month falls on a non-business day, rent must be paid the Sunday prior, before the close of business. Rent may not be deducted from Retail Sales Proceeds. If booth rent and fees are received **after the 5th of the month**, a late fee is incurred of 5% of the booth rent or \$10.00, whichever is greater.

Retail sales payout will be made **monthly**, on the **5th day of each month**. If the 5th falls on a non-business day, checks will be available the following Thursday during business hours. If you have an unpaid rent balance, your retail sales payout checks will be withheld until your rent is current

(e) Sales Tax

The Gobles Antique Mall collects and remits all sales tax due on retail sales to the State of Michigan monthly. The Michigan sales tax rate is 6%.

(f) Security Deposit

The Vendor shall pay a security deposit equal to **one month's booth rent** at the date of move-in. This deposit will be returned to the vendor at move-out if the following items comply:

- The Vendor has given a 30-day written notice before move-out

- All items have been removed by the last day of the agreement
 - The booth space rented is returned to the same condition (or better) as it was received, including cleaning, holes being filled, and repainting if applicable
 - The Vendor is in good financial standing and does not owe any outstanding payments to the Gobles Antique Mall
-

3. MINIMUM CONTENT REQUIREMENTS

(a) **Antique, Vintage, and Collectible Definitions**

For this Agreement, the following definitions apply to **antique, vintage, and collectible** items:

- **Antique:** An item that is at least **100 years old** or older. Antiques are typically valued for their historical significance, craftsmanship, and rarity. These items should be original, and not reproductions. *This is approx. 1925 or older.*
- **Vintage:** An item that is typically between **20 to 100 years old**. Vintage items are generally regarded for their nostalgic or historical appeal and may include a wide range of objects such as furniture, jewelry, and clothing. Unlike antiques, vintage items are not necessarily rare, but they hold significance based on their age and style. *This is approx. 2005 or older.*
- **Collectible:** Items that have been collected by individuals or groups due to their potential for future value, interest, or appeal. Collectibles can span a broad range of categories, including toys, coins, artwork, or any items that have become desirable to collectors. These items do not need to meet age criteria like antiques or vintage items, but they should be of quality, condition, and interest to collectors.

(b) **Required Item Content**

The Vendor agrees to maintain a selection of items that consist of at least **90% antique, vintage, or collectible items**, with the remaining **10% consisting of home decor and new items (to include reproductions)**. The Mall reserves the right to request broad or specific removal of items that are deemed to be below or above the above thresholds.

(c) **Home Decor and New Items**

Home decor and new items must only be added to stage and add to the overall presentation of the Vendor space. Home decor items should be secondhand, vintage, and antique-like. Any new items displayed in the Vendor's booth must be used to complement and enhance the overall vintage or antique presentation of the booth, rather than being the main focus. Examples of acceptable new items include but are not limited to, **silk florals, fabrics, tapestries, and other similar decorative accents**. These items **should not dominate the booth** and should be used sparingly to accentuate the vintage or antique ambiance.

(d) **Reproduction Items**

No reproduction items may be sold unless they are **clearly marked** as such and must be limited

in quantity. Reproductions should be clearly labeled with a visible tag or sign indicating they are reproductions. Reproductions count within the 10% of new items.

(e) Local Artisan Booths

Local artisan booths may be allowed on a case-by-case basis. The Mall reserves the right to approve or deny such booths based on the nature of the items being sold.

4. MARKETING AND REPRESENTATION

(a) Photography and Social Media

Gobles Antique Mall staff reserve the right to take photos and videos at any time of Vendor booths without prior consent for marketing and promotion of the Mall. Vendors are encouraged to share and post about their booth space in the Mall on their social media accounts. Vendors are encouraged to share social media posts by the Gobles Antique Mall, and are encouraged to tag the Gobles Antique Mall Facebook Page or other social media page in their postings.

(b) Mall Representation

Vendors are not permitted to alter the Gobles Antique Mall logo, or shared Mall-owned content or images. This is to ensure consistent branding to encourage a repeat customer base. If you would like to utilize the Gobles Antique Mall logo or brand images, please contact Mall owners for approval.

5. SAFETY AND ORGANIZATION REQUIREMENTS

(a) Safe Layout and Organization

The Vendor agrees to organize their booth in a safe and orderly manner. The layout must not include items that could pose any of the following hazards:

- **Tripping hazards:** Items should be placed in a way that does not obstruct walkways or create a risk of tripping.
- **Falling item hazards:** Items must be properly secured to prevent them from falling. Shelves, displays, and racks should be stable, and no items should be left on high shelves or unstable surfaces.
- **Fire hazards:** No open flames or flammable materials should be used.
- **Electrical hazards:** All electrical items and their cords must be in a safe and serviceable condition, and all items must be plugged into a surge protector at all times if turned on.
- **Chemical leak hazards:** The Vendor shall ensure that any products displayed do not contain harmful or volatile substances that could leak or pose a risk to health or safety.

(b) Prohibited Items

Due to potential fire risks, **no candles or wax warmers** are allowed in any booth, unless they

are **sealed** in a manner that completely encloses the wick and any potential heat source. The Vendor must ensure that no item poses a fire hazard. No **full-fluid liquor/beer/wine bottles** may be sold. No **firearms or ammunition** may be sold.

(c) No Strong Scents

Any items that are deemed to be too strongly scented, or foul odor, can be removed at any time by Mall staff without prior approval by the Vendor.

(d) Hazardous Item Removal

Any item deemed to violate any of the Safety and Organization Requirements can be removed at any time, without prior Vendor notification, by any Gobles Antique Mall staff.

(e) Clear Pathways

The Vendor is responsible for ensuring that all pathways created within the booth are kept clear of obstacles. These pathways must allow safe access and egress for customers and staff, to avoid any **trip-and-fall** risks.

(f) Security

The Gobles Antique Mall has security cameras up around the mall, however, there is no way to have a camera cover 100% of all floor space. If a Vendor feels they need their own security, it will first need approval by Mall owners prior to implementation.

6. PRICING, SALES, AND TAGGING OF ITEMS

(a) Vendor Pricing and Responsibility

All items within the Vendor's booth must be **properly tagged and priced** by the Vendor. The Vendor is responsible for ensuring that each item is clearly labeled with its price, as well as other necessary information to include the Booth Number and Item Description. All Vendors must follow the Mall tagging requirements, which can be found under "Vendor Information" on the Gobles Antique Mall website.

- Price items competitively to encourage sales and attract repeat customers, while avoiding undercutting fellow vendors with excessively low prices. Mall staff kindly recommends avoiding pricing at strictly online-listed prices.

(b) Quail Point-Of-Sale (POS) System

Gobles Antique Mall utilizes the digital system Quail HQ for all purchasing and processing at no cost to the Vendor. An email will be sent weekly via the Quail HQ of all sales activity. Real-time sales activity notifications are available at an additional cost (see Optional Fees).

(c) Discounts

Pricing should allow for a potential discount. **A 10% discount will automatically be honored for items priced at \$50.00 or more if requested by a customer without calling the Vendor.**

For larger discount requests, Mall staff will make every effort to contact the vendor to facilitate the sale - no larger discount will be given to the customer if Vendor contact is not made.

(d) Not For Sale Items

Vendors must tag **ALL** items within the booth space, including items that are Not For Sale or “NFS”. All tags on items Not For Sale must have “**NFS**” or “**NOT FOR SALE**” description on the tag, along with their Booth Number. This is a part of the Mall tagging requirements.

(e) Unpriced or Lost Tags

Mall staff will make an effort to contact the Vendor if an untagged or lost-tag item is brought to the counter for purchase. This is to provide the best opportunity for a sale, as we understand that pricing is important for both vendors and customers. However, if we are unable to reach the Vendor and the item remains unpriced or without a tag, **the item will not be sold**. This is to protect the Vendor from any maliciously removed tags. Items found without a tag may be placed in the Mall Lost & Found.

(f) Return Policy and “As-Is” Items

All sales are final unless the buyer can provide proof of item misrepresentation at the time of purchase. Any items for sale that are non-working, chipped, unknown working status, or otherwise sold “as-is” items must be marked on the sale tag to ensure customer awareness.

(g) Item Holds and Large Items

Items can be held upon request by a customer for a maximum of 24 hours. Large or bulky items will remain in the vendor's booth until pickup and will be marked as SOLD. Customers are provided with a 3 Mall operational-day window for pickup. Gobles Antique Mall reserves the right to exercise discretion if alternative arrangements are requested by the buyer.

(h) No Direct Sales

No direct-to-customer sales may occur within the Mall, or on the Mall premises internally or externally. All items sold on the property must go through the Mall register.

7. RESTOCK REQUIREMENT

(a) The Vendor agrees to refresh and/or restock their booth at a minimum of **twice per month**. This ensures that the booth remains attractive, well-stocked, and in line with the Mall's standards for presentation and customer experience. Vendors are suggested to restock and work their booth in non-peak hours to be respectful of customers, staff, and fellow Vendors. Failure to comply with this restocking requirement may result in the Mall requesting improvements or adjustments to the booth.

(b) Vendors are responsible for moving all of their own items into their booth for restocking and/or removal of the item from their booth. While Mall staff may assist when able, Mall staff are **not required or expected to assist** in Vendors moving their items.

(c) Each vendor is encouraged to have their own “toolbox” of goodies including but not limited to tags, scissors, paper clips, safety pins, pens, cleaning rags, cleaning liquids, hammer, nails, tacks etc. These items are not expected to be provided by the Mall.

8. NO WORK REQUIREMENT

Gobles Antique Mall does not require vendors to work or provide any staffing as part of the vendor contract. The Vendor is responsible solely for the display, maintenance, and inventory of their merchandise. The Mall will provide staffing to handle the checkout process and customer inquiries as needed. Opportunities to work at the Mall may be available but are not guaranteed. Any work done would be under official employment and pay at the Mall.

9. BOOTH CUSTOMIZATION AND MODIFICATIONS

(a) Creative Freedom

Vendors are encouraged to make their booth space a true reflection of their style and vision. No alterations can impede fire safety and customer safety. When vacating your booth, the space must be left in *the same or better* conditions than when initially rented. Any permanent alterations may be left with Mall owner's approval. Vendors must stay within their rented boundaries and avoid any encroachment of other vendor's areas, common areas or hallways. **This is your opportunity to create a unique and inviting space that draws customers in and enhances your display! The Mall staff will not decorate your booth for you - please create an attractive and appealing space that attracts customers!**

10. VENDOR CONDUCT

(a) Respectful Interaction

All vendors must be respectful, polite, and kind to customers, fellow vendors, and the Mall staff. Vendors are encouraged to greet customers and offer assistance as appropriate. We expect vendors to maintain a positive and welcoming attitude within the Mall. Gobles Antique Mall has a **zero-tolerance policy** for any disrespectful or negative attitudes towards customers, other vendors, or the Mall owners and staff. Any behavior that disrupts the Mall's environment, including rudeness, hostility, or unprofessional conduct, may result in the immediate termination of the vendor's contract.

11. TERMINATION OF AGREEMENT

(a) Termination Notice

Either the Mall or the Vendor may terminate this Agreement by providing at least **30 days written notice** to the other party. Upon termination, the Vendor agrees to remove all merchandise and vacate the booth space promptly and in good condition, by the end of the 30 days following the notice.

(b) Immediate Termination for Cause

The Mall reserves the right to terminate this Agreement immediately if the Vendor is in breach of any terms and conditions outlined in this Agreement, including but not limited to failure to pay fees, failure to comply with content or safety requirements, or disrespectful behavior. Any Vendor who is notified of termination has **72 hours** to remove all property from the premises.

12. GENERAL LIABILITY

(a) Liability and Hold Harmless

By signing the Lease Agreement with Gobles Antique Mall, the vendor agrees to the above rules and expectations and understands that these rules and expectations may change from time to time without notice. Gobles Antique Mall, its agents, officers, and/or employees shall not be held liable for property damage or personal injury to the vendor, its agents, or employees that may occur on or about any part of the subject premises, regardless of how such injury or damage may have occurred. The Vendor waives any claim against Gobles Antique Mall and assumes all liability for loss or damage to the Vendor's property entrusted to the premises. The vendor agrees to hold Gobles Antique Mall harmless and to indemnify Gobles Antique Mall against any liability and expenses arising out of any claim of injury or damage to any person or property resulting from the vendor's conduct, together with all costs in connection with the defense thereof, including attorney fees. Gobles Antique Mall encourages individual Vendor coverage and/or renter's insurance for theft, loss, or catastrophic loss. The vendor agrees to pay all sums to Gobles Antique Mall in the manner and amount agreed upon in the application for exhibit space and further understands that there are no refunds of any payments for conditions caused by theft, loss, or catastrophic loss.

13. SIGNATURES

By signing below, both parties acknowledge that they have read, understood, and agree to abide by all the terms and conditions outlined in this Agreement.

Vendor Name: _____ **Vendor Booth Sq. Ft:** _____ **Booth #:** _____

Optional Fees: _____ **Monthly Rent:** _____

Contract Length and Dates: _____

Vendor Signature: _____ **Date:** _____

Gobles Antique Mall Representative: _____

Signature: _____ **Date:** _____