

Cleveland Craft Nook Vendor Rental Agreement

Cleveland Craft Nook
13803 Ridge Road
North Royalton, Ohio 44133
www.clevelandcraftnook.com

Owners: Todd & Lisa Allen
Email: clevelandcraftnook@gmail.com
Store Phone: 440-628-8500
Todd's Cell: 440-596-7540
Lisa's Cell: 440-596-1570

This Agreement sets forth the understandings and expectations between Cleveland Craft Nook, hereinafter referred to as "Cleveland Craft Nook" or "CCN" and

hereinafter referred to as the "Vendor." The agreement addresses matters pertaining to booth rental charges, special event fees, duration, vendor checks, booth space appearance and maintenance, merchandise identification and other conditions that are mutually expressed between the parties.

BOOTH RENTAL CHARGES

Rental

\$ _____ Monthly booth rent

Shop work: Yes No

\$ _____ Not Working Charge

Booth Size

_____ 2X 6 interior
_____ 2X6 end cap
_____ 2X6 wall
_____ 4X6 interior
_____ 4X6 wall
_____ Other

Store Name on Clover:

Checks Payable to:

Vendors are renting a booth size, not a booth spot in the store. Vendors will have the ability to request a certain spot, however the final determination shall be made by CCN. CCN reserves the right to move a vendor to another same "booth size" if deemed necessary by CCN.

RENT PAYMENT / DUE DATE / SECURITY DEPOSIT

Booth rent is due the 25th day of each month, for next month's rent. Rent will be considered late on the 1st of the month and a \$10.00 late fee shall be charged. Rent not paid within 10 calendar days of the due day shall be subject to Early Termination of the Agreement. Rent is payable in cash, check or credit/debit (3% additional fee for credit). First month rent and deposit equal to first month's rent is due at signing of the Agreement.

PAYING RENT IN ADVANCE

Rent is paid monthly, however vendors may pay advance months ahead of time. Advanced payment of rent is refundable per month, so long as none of that month has taken place and proper vendor early termination notice has been provided to CCN. The first 3 months of rent payment of this contract are not refundable.

SECURITY DEPOSIT

A security deposit equal to one month's rent is due at the commencement of the Agreement. It is refundable provided that no damage has been done by the vendor to the fixtures or CCN. Upon 6 months of rental, the security deposit will be refunded and/or applied to the next month's rent that is due. Vendors who wish to not pay a security deposit can do so by paying 3 months rent upon move in.

SPECIAL EVENT FEES

CCN will have periodic and annual events (I.E., Annual Open House, Fall Open House, National Handmade Day, and Christmas Open House), and others as determined. A \$5.00 or less special event fee will be collected from the vendor check just prior to the event. Written notice will be given at least 1 month prior to such event fee. Fees are for providing items such as food and beverages for these events. Vendors may be asked to donate an item for a gift basket (not mandatory but appreciated). Other monthly events are not subject to fees, participation is voluntary and very much welcomed.

WORKING AT THE SHOP

We require each vendor to work at CCN 4 hours per calendar month. We are open 7 days a week except for major holidays and a few additional days determined by CCN. Only a few vendors will be exempted from this duty. We value our vendors and put a prioritization on vendors who work for us. If you choose to be available, you will need to sign up for 1 shift that is 4 hours per month. Vendors who have told us that they will work (indicated on this contract) and choose not to sign up/show up to work shall incur a \$20 charge for the month.

CREDIT CARD FEES AND SALES TAX

Transactions that are via Charge or Debit cards are charged a 3% fee from CCN's merchant service provider. These fees are already included in your monthly rental and are paid by CCN during the months of January thru October. The months of November and December these fees shall be deducted from the vendor payout according to the POS system.

All Sales tax will be collected from the customer and paid to the State of Ohio by CCN.

AGREEMENT DURATION

The agreement shall be in effect on the date designated of _____ and shall remain in full force and effect for a period of (3) three months, thereafter it shall be month to month.

If either party desires to modify or amend the agreement during the term, written notice of such intent shall be given thirty (30) calendar days prior to the desired modification or amendment. Modification or amendment may only be done in writing and with the mutual agreement of both parties.

VENDOR CHECKS

Vendor checks will be paid bi-monthly, on the following schedule:

Payment for transactions occurring during the 1st to the 15th: Check available by the 20th

Payment for transactions occurring during the 16th to the 31st: Check available by the 5th

BOOTH SPACE APPEARANCE

Merchandise Tags: All merchandise shall be tagged or identified in an approved manner by CCN. All vendors will be barcoded by Cleveland Craft Nook. Barcodes cost 1¢ per tag and will be deducted from vendor checks. **Request for labels need to be sent to: labelscn@gmail.com**

Appearance: Booths should appear to be full, but not stuffed so that items are on top of each other. Items are to be clean and appear presentable to a normal customer. CCN reserves the right to remove items that are not in the best interest of the store. of your booth

Maintenance: Vendors are very welcome to reorganize, add and remove items during business store hours. Keep in mind that customers will be in the store purchasing items. Vendors will need to keep their restocking area tidy and have minimal impact to the customers shopping experience. Customization of your booth which vandalizes the walls, floor, wire grids and such, or ceiling is not allowed) this excludes approved picture/mirror hanging). Vendors shall not make any alterations or improvements in or to the booth without prior consent from CCN and consent may be withheld at CCN's absolute discretion. Any vendor owned display unit must be approved by CCN prior to installation.

LOST, DAMAGED OR STOLEN ITEMS

CCN is not responsible for any item that is lost, damaged or stolen. CCN will maintain anti-theft devices during the agreement.

DISCOUNT ON ITEMS

US Military Veterans, Retirees and Active Military Personnel who identify themselves are extended a 10% discount on their purchase(s). CCN is permitted to have a 10% off sale on vendor items for "inclimate weather" days – up to 3 times per winter season.

STOREWIDE SALES

CCN reserves the right to have storewide sales on types or categories of merchandise (e.g.: storewide, Christmas, Easter). All sales periods will be posted by CCN to vendors at least one month in advance. Vendors reserve the right to remove sales items prior to these sales. Should a vendor wish not to participate in a sale, CCN shall exclude said vendor from the sale by posting a notice in the booth area of the vendor.

VENDOR EARLY TERMINATION OF AGREEMENT

A vendor may be relieved of this Agreement, provided that a thirty (30) day written notice of such desire, a reason of such request, early termination fee is paid and a written approval from CCN is provided. Vendor merchandise left and not removed after fifteen (15) days of approval shall become the property of CCN.

CCN EARLY TERMINATION OF AGREEMENT

If CCN desires to be relieved of the Agreement, the vendor shall be provided a thirty (30) day written notice. If the notice is a result of non-payment of booth rent, CCN shall notify the Vendor of such violations who shall be responsible for all rent that is past due plus a fine of one additional month of booth rent. Vendor merchandise not removed after fifteen (15) days of the notice shall become the property of CCN.

CCN reserves the right to terminate an Agreement without notice, for vendor issues that are deemed not in the best interest of the store.

ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties and supersedes any and all previous agreements between the parties. No other written or verbal contracts, agreements, or understandings exist nor are relied upon.

For the Vendor:

Printed Name

Address

Signature

City, State, Zip

Email:

Vendor Website, if any:

Cell Phone:

Home Phone, if any:

For Cleveland Craft Nook:

Signature

Date