



— ANTIQUES MARKET —

583 Grant St. Clarkesville, GA 30523

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### Booth Space Rental Agreement

THIS AGREEMENT made and entered into on this date: \_\_\_\_\_, 20\_\_\_\_  
by and between Vintage Garage Antiques (VGA) and its designated agent(s) and the renter or  
Dealer of booth space (herein after referred to as "Dealer")

Dealer Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Dealer acknowledges that this contract relates to the following:

Booth Square Monthly  
Space(s): \_\_\_\_\_ Footage: \_\_\_\_\_ Rate: \_\_\_\_\_

Booth Square Monthly  
Space(s): \_\_\_\_\_ Footage: \_\_\_\_\_ Rate: \_\_\_\_\_

It is expressly acknowledged that Vintage Garage Antiques is engaged in the business of transacting sales of works of antiques, vintage items, furniture, automotive memorabilia, home decor, artisan merchandise and other unique items. VGA does not allow low quality items that have no collector or decorator interest. Unwanted household items, hazardous or inappropriate materials.

Dealer represents that they are solely and individually entitled to enter into this agreement with respect to all items they will place and sell within Vintage Garage Antiques. Dealer further represents that at the time of entering into this contract with VGA and at all times in the future they (the Dealer) are the true and lawful owner(s) of all items they represent and transact as for sale, have obtained said items by lawful means, solely have the legal right to authorize sale of said items, and that the items are free and clear of any and all liens, mortgages, security interests or other encumbrances. Dealer further agrees to hold harmless and indemnify VGA, its owners, managers, agents, and employees harmless and free from any liability and or responsibility by misrepresenting the above, including but not limited to all demands, claims, suits, judgments, or other liability asserted by or awarded any person or entity arising by reason of Dealer's ownership, possession and/or sale of any or all items.

Dealer agrees to compensate Vintage Garage Antiques the equivalent of \$1.25 per square foot of floor space (minimum \$25 regardless of size) on the first day of each month. **A VALID CREDIT CARD IS NECESSARY TO RENT BOOTHSAPCE 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 – renter may elect to have this rent deducted from the previous month's sales and the difference accounted with any balance being charged to the dealer's credit card on file.

In addition, VGA will collect and retain as commission the sum equal to 10% of the sale price for all items as compensation for marketing, staffing and general services. The balance of each months total sales less this 10 percent commission, less booth rent, and less the sales tax will be remitted to the seller via check. Checks are generally issued around the 15<sup>th</sup> day of each month for the sales that occurred in the period of the previous month. Vintage Garage Antiques will collect any sales taxes due on the gross proceeds and pay to the State of Georgia.

For each and every day a booth renter (dealer) is delinquent on their rent beyond 30 days a fee of \$5.00 per day will be charged. If a booth renter (dealer) is delinquent beyond 60 days items in the booth will be sold and negotiated independent of booth renters input with the intention to settle the debt. If a booth renter is delinquent on rent for 90 days items in booth will be automatically placed into consignment, and all terms of consignment contract including 50% commission on sales, will apply and balance of proceeds will be applied to delinquent booth rental, labor, storage and any other fees.

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

Dealer expressly acknowledges that they are not an employee of VGA. In addition, Dealer agrees to hold harmless VGA from any and all responsibility related to any harm or personal injury Dealer may suffer related to their "Booth" pursuits with respect to this agreement.

Vintage Garage Antiques agrees to act in good faith in seeking to sell item(s) located in the Dealer's booth space and will not relocate assigned booth space without first contacting Dealer. **DEALER MUST HAVE ALL ITEMS TAGGED AND PRICED FOR SALE AT ALL TIMES IN BOOTH. ITEMS SHOULD BE CLEANED, TAGGED, AND PRICED PRIOR TO ARRIVING AT VINTAGE GARAGE ANTIQUES.** VGA offers no facilities for cleaning, storage, restoration, or processing of Dealer's items. At any time items owned by a Dealer are found outside of contracted booth space these items will be relocated to the Dealer's contracted booth space or at the discretion of VGA the dealer will be charged monthly for the additional occupied space at a rate of \$1.25 per square foot (square footage determined at the discretion of VGA).

VGA may change any and or all terms of this agreement by informing Dealer of said change and date said change will become effective. Furthermore, VGA may elect to terminate this agreement with the dealer at any time without reason or cause. If such termination of agreement is enacted dealer shall have 14 calendar days to remove items from the booth space and premises. If the dealer's items are not picked up within two weeks of the end of the dealer / booth space relationship Dealer agrees to pay VGA a storage fee of \$10.00 per day until the

Dealer's items are picked up, for a period of up to sixty (60) days. These charges will be applied to the credit card on file.

If the Dealer's items are not removed from Vintage Garage Antiques within a period of sixty (60) days after the termination of the Dealer / Booth Period as indicated in this contract, VGA is free to dispose of the item(s) noted above in any manner VGA determines to be appropriate and the Dealer will hold Vintage Garage Antiques harmless.

At any point upon the completion or termination of the Dealer / booth space relationship the Dealer agrees that if items have not sold they will pick the items up or arrange for pick up at their own expense.

### **Term of this Agreement:**

The term of this Agreement is 90 days. After 90 days, this Agreement shall be on a month-to-month basis. Dealers must provide a 30-day written notice when terminating this Agreement. If VGA finds a Dealer is in violation of the intent of this Agreement vis-a-vis type of merchandise, upkeep, maintenance of space, or nonpayment of rent, then VGA may terminate this Agreement without further notice to Dealer. Booth Rental cost is prorated at the start of the contract based on when your move in date is.

### **Pricing**

Vendors must furnish their own tags with a price tag with readable notations on the front: Vendor ID, Price and Item Description. Any other information the vendor deems necessary should be written on the back of the price tag. To protect the vendor, prices cannot be crossed out and replaced by another price written on the tag. Price tags must be securely fastened to merchandise. If a price tag is not visible on your products, we will attempt to contact you. If we cannot contact you, the staff has the right to estimate the value of the product and sell it. Please ensure all of your products have tags.

### **Housekeeping**

Vendors are responsible for keeping their own space and merchandise clean and orderly. VGA is responsible for maintenance of aisles, restrooms and common areas. Vendors should frequently clean and organize their booth. By reworking the items, your merchandise looks new and insures an attractive display. If a vendor's booth becomes visibly dirty or dusty, the vendor will be notified to clean it. Vendors will keep all items within their rented boundaries. If you find a piece of merchandise that does not belong to you in your booth area give to VGA Staff and we will put in correct booth.

### **Displays**

All sales merchandise must be kept within each vendor's assigned space. Customer walkways shall not be obstructed by merchandise. Booths must be kept in a neat condition. Natural, painted wood, or attractively constructed barriers between booths are encouraged to enhance the overall booth appearance. All construction plans such as painted walls or installed shelving must have prior written approval from VGA management. All construction cost will be borne solely by the exhibiting vendors.

All electric extension cords must be in undamaged condition and must be a 3 wire commercial style. No 'lamp cord' type extension cords are allowed. Power strips must have surge protection, per the local fire code. If the item is plugged directly into the wall then should be no problem. No plugs around corners or over the top of walls/partitions are allowed per the local fire code. Light bulbs must be CFL or LED and 25 watts or less. Antique/vintage tavern lights and similar items where CFL's or LED's may not be available will be evaluated on a case-by-case basis. No lit candles are allowed. No night lights (left on 24/7) are allowed.

All items MUST have a paper price tag attached (with string) with a clearly written PRINTED price (using the format of: (\$00.00), your booth/case number, and a small description of the item (this is for your protection to help avoid 'tag switching'). Using both sides of the tag is encouraged. Make your tag unique looking to discourage tag switching – Maybe use an odd color of ink (but bright and contrasting). Put your vendor number on both sides of the tag. NEVER change the price without changing the entire tag. This is for your protection. A clearly PRINTED tag is essential for you to receive correct credit. Adhesive backed tags are not allowed as employees would have a difficult time removing them from sold merchandise.

Dealer (Seller) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer (Seller) Printed: \_\_\_\_\_

Vintage Garage Antiques Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vintage Garage Antiques Printed: \_\_\_\_\_

#### TIPS FOR SUCCESSFUL BOOTH EXPERIENCE

- **Work your booth FREQUENTLY** such as every few weeks dust, Clean, and rearrange. Merely repositioning your items in your booth will draw attention and increase sales.
- **All items in your booth need to be clearly priced with your booth number on the tag.**
- **Stage your booth. Display inventory in a way that shoppers can easily envision the items in their own home. Use larger pieces of furniture to stage smalls and help to ground, balance and fill your booth. Group like items, use crates baskets and bins to corral and display inventory, create small vignettes, always use fresh or faux greenery or flowers and keep it simple and clutter free. You want shoppers to easily see what you are selling and be able to pick up items without much trouble.**
- **Market yourself! Don't rely solely on VGA to do all the marketing for a sale. Be proactive and market yourself, your brand and your inventory. Styling along with clear and bright photos will sell your products and help them stand out against competitors. Instagram and other social media accounts should be used and maximized to market and promote your business. You should always be sharing new inventory, promoting products and creating buzz before upcoming events.**