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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: \_\_\_\_\_

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Dealer agrees to compensate Vintage Garage Antiques the equivalent of \$\_\_\_\_\_ per square foot of floor space (minimum \$30 regardless of size) on the first day of each month. 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 3rd 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 15 days a fee of \$5.00 per day will be charged. If a booth renter (dealer) is delinquent beyond 30 days items in the booth will be sold and negotiated independent of booth renters input with the intention to settle 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 \$1.75 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 thirty (30) days.

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If the Dealer's items are not removed from Vintage Garage Antiques within a period of 14 days after the termination of the Dealer / Booth Period as indicated in this contract, VGA has the right to sell any remaining items to cover any cost or fees associated with left items in the booth. After thirty (30) days, 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: \_\_\_\_\_