

# Chrissy's Past to Present

519 Ben Franklin Hwy W, Birdsboro, PA 19508

484-236-4117

Tuesday - Saturday 10-5

Sunday 10-4

We will be closed Mondays and the following holidays: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.

## VENDOR CONTRACT TERMS & AGREEMENT

**Booth Rental:** There are varying size booths. Dealers may stock their booth during store hours only.

**Rent Due:** The rental period begins on the first of each month and ends on the last day of the month. Rent is due by the 5th of each month. If rent is overdue by 30 days, Chrissy's Past to Present reserve the right to hold all unsold merchandise until rent is paid in full. A storage fee of \$25.00 per month will be charged and added to the outstanding balance. If rent is not paid by the last day of the month, all merchandise will be removed from the rental space and stored. If the outstanding is not resolved by the 60th day, Chrissy's Past to Present will contact the vendor by certified mail (return receipt requested) requesting payment in full. All merchandise remaining in storage after the 65th day will become property of Chrissy's Past to Present.

**Pay Period:** At the close of business on the last day of the month is the cut-off date for processing sales. Checks to vendors may be picked up on the 5th of each month. One month's rent will be deducted from the vendors' total sales. A charge of 10% will be deducted from prior month's sales to cover advertising, credit/debit card fees, and miscellaneous shop expenses. Each vendor will be provided a monthly statement summarizing the sales activity for the prior month. Checks will only be given to person(s) authorized on contract.

**Pricing:** Vendors are required to furnish their own price tags. All items placed in a booth must have a price tag to include the following items: Vendor ID, Price and Item Description. Any additional information the vendor deems necessary should be written on the back of the price tag. This would include discounts. To protect the vendor, prices cannot be crossed out or altered. A new price tag should be attached to the item. Price tags must be securely fastened to merchandise. In the event a customer requests a discount, the store is authorized to apply a 10% discount on items \$20.00 or more. If an item is \$75.00 or more and customer request more than 10% off, we will call the vendor.

**Housekeeping:** Vendors are responsible for keeping their own space and merchandise clean and orderly. Chrissy's Past to Present is responsible for maintenance of aisles, rest rooms and the common areas.

**Prohibited Sales:** Chrissy's Past to Present does not allow the following items to be sold on the premises: pornography (as determined by management), firearms and animals. Please use only LED light bulbs for lamps and remove oil from oil cans and oil lamps.

**Sales:** All sales will be processed by Chrissy's Past to Present. Any sale that is not processed as stated will be deemed in violation of this agreement and serve as cause to terminate this contract. Vendors working in their booths may "deal" or reduce a price to a customer, but are not allowed complete the sale on premises without being processed by Chrissy's Past to Present.

**Displays:** All sales merchandise must be kept within each vendor's assigned space. Customer's walkways shall not be obstructed by merchandise.

**Move-Out: *Management requires 30 day written notice in advance of the move-out date.*** Move-out shall occur on or before the last day of the current rental period. Holdovers will be charged an additional month's rent. Vendors must settle all past due rent and damages prior to removing merchandise from the premises.

**Loss and Insurance:** Vendors are responsible for his or her own insurance and premise liability. Chrissy's Past to Present will not be responsible for any loss or damage of merchandise, property or equipment. This includes but not limited to natural or unnatural causes such as theft, fire, flood, wind and rain.

#### **Security Deposit:**

**Deposit.** On the Effective Date, Vendor shall pay Chrissy's Past to Present a security deposit of one month's rent (the "Security Deposit").

**Use of Deposit.** Chrissy's Past to Present may apply any of the Security Deposit to cure vendor's Default or breach of this agreement, or to cover operational or maintenance expenses vendor would otherwise be required to pay.

**Return of Deposit.** Within fifteen days after the termination or expiration of this agreement, if vendor timely vacated the Premise Chrissy's Past to Present shall return to the vendor any remaining balance of the Security Deposit.

**Applicable Laws:** Vendors shall abide by all codes, ordinances and regulations of the city, county, state and other government agencies having jurisdiction over the conduct of the vendor's business.

---

Vendor Sign and Print

Date

---

Vendor Address and Phone Number

---

Chrissy's Past to Present

Date

---

Space Number

---

Price