

Laurie's Uncorked Creations, LLC: DBA **Eclectique & Midnight Dreary Shoppes**

Vendor Agreement ID# _____

Date: ____/____/____

IT IS AGREED:

Laurie's Uncorked Creation, LLC is the owner/operator of ECLECTIQUE houses the Midnight Dreary Shoppes located within, with handcrafted merchandise, vintage items, winery & boutique gift shop located at 215 Main Street, Latrobe, PA 15650

1. A VENDOR is a person or person's that pays rent for space within the store for a period of no LESS than 6 months, with a month-to-month arrangement continuing thereafter, and grants permission to Eclectique to sell their merchandise. A minimum of 30 days' written notice is required if VENDOR is planning to terminate, otherwise another billing cycle will be due.
2. All rent is due on the first of the month (a 5-day grace period is granted, however if rent is not received by the 5th of the month a late charge of \$5 per day will accrue and be charged in addition to your rent.) Auto debit is encouraged to process your rent payment, eliminating the risk of a late payment. If rent is not paid by the 5th of the following month, this results in account delinquency, and merchandise will be considered abandoned and become the property of Eclectique.
3. If a VENDOR begins in the middle of a month that first month is pro-rated.
4. VENDOR is responsible for a monthly administrative fee of 8% to cover the cost of credit card processing, administrative service fees, bags, and materials and will be deducted from the sales revenue.
5. Eclectique management has the right to determine if the merchandise is suitable and safe for resale and to refuse any item from entry into the store at its discretion.
6. The VENDOR is responsible for keeping their rental space stocked, supplied and clean. Merchandise should be current for the season, a 14-day window past the holiday is responsible for offering a clearance or special sale. Please remove out of season merchandise 2 weeks after the close of the holiday.
7. The VENDOR will be given a code or vendor number which must be included on all the price tags. All items must be tagged and priced prior to placing them in the store.
8. Consignment merchandise that is unsold after 90 days, Eclectique reserves the right to ask vendor to remove merchandise. If merchandise is abandoned or unclaimed after 6 months, it becomes the property of Eclectique.
9. Eclectique is not liable for theft, loss or breakage. VENDOR agrees to indemnify and hold Eclectique harmless from all losses, expenses, fees, including attorney fees as a result from the acts or omissions of Eclectique's employees, agents or representatives. VENDOR shall be solely responsible for insuring all applicable laws are followed and complied with selling their products.
10. VENDORS are responsible for obtaining insurance coverage on their property. Eclectique is not required to carry additional insurance to cover VENDOR'S property.
11. VENDORS will be paid for their merchandise sold on the 15th of each month. If Eclectique is closed, due to a holiday, or non-business day, VENDORS will be paid the next business day. VENDORS may enroll in auto pay for your rent and/or sales deposits through your banking institution. Eclectique uses a banking bill pay service for those not enrolled in auto deposit, those checks arrive via USPS delivery. Please cash or deposit your check within 60-days of receipt or risk the payment becoming voided and therefore unable to tender.
12. A Social Security or Federal ID number is required on all vendor forms in order to submit the annual 1099s for sales of \$600 or more. A completed W-9 form is needed upon enrollment or move-in.
13. Eclectique collects all applicable sales tax for VENDOR merchandise & remits to the State of Pennsylvania monthly.
14. Eclectique reserves the right to terminate this agreement at any time and will notify with a written and or verbal request.

Eclectique: _____ dated: _____

VENDOR rental fee per month: \$ _____ Space/size: _____

VENDOR Name: (please print) _____ Phone: _____

Business Name _____ FED ID# or SS (required) _____

Address: _____ PA, ZIP: _____

Email: _____ Start date: _____

VENDOR Signature: _____ dated: _____