

Vendor / Consignor Agreement

Vendor    Consignment   ID# \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**IT IS AGREED:**

1. Laurie's Uncorked Creations, LLC is the owner/operator of Eclectique handcrafted merchandise, vintage and gift shop located at 215 Main Street, Latrobe, PA 15650
2. A VENDOR is a person(s) who pay rent for space within the store for a period of no less than 6 months at a time and grants permission to Eclectique to sell their merchandise. A minimum of 30 day written notice is required if VENDOR or Consignor is planning to terminate, otherwise another billing period will be due.
3. All rent is due on the first of the month, a 5 day grace period is granted. However, if the rent is not received by the 5<sup>th</sup> a late charge of \$5.00 for every day delinquent after the 5<sup>th</sup> will be charged. If rent is not paid by the 5<sup>th</sup> of the following month, ALL merchandise becomes the property of Eclectique.
4. The VENDOR or Consignor is responsible for a monthly administrative fee of 5% to cover the cost of credit card processing, administrative service fees and materials.
5. Eclectique management has the right to determine if 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 rented space stocked, supplied and clean. Merchandise should be current for the season, a 14 day window past the holiday is reasonable to offer a clearance or special sale. Please remove out of season merchandise 2 weeks after close of holiday.
7. The VENDOR or Consignor will be given a code or vendor number which must be included on all 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 or Consignor agrees to indemnify and hold Eclectique harmless from all claims, losses, expenses, fees, including attorney fees as a result from the acts or omissions of Eclectique's employees, agents or representatives. VENDOR or Consignor shall be solely responsible for insuring all applicable laws are followed and complied with in selling their products.
10. VENDOR & Consignors are responsible for obtaining insurance coverage on their property, Eclectique is not required to carry additional insurance to cover VENDOR or Consignors property.
11. VENDORS & Consignors will be paid for their sold merchandise on the 15<sup>th</sup> of each month. If Eclectique is closed on the 15<sup>th</sup>, VENDORS and Consignors will be paid the next business day. VENDORS and Consignors are to pick up their checks at the store, unless other arrangements have been made to be sent via U.S. Postal service.
12. A Federal ID number or Social Security number is required on all vendor forms in order to submit the required annual 1099 forms for sales in excess of \$600 annually.
13. Eclectique collects all applicable sales tax for VENDORS/Consignors' merchandise & remits to the state.
14. Eclectique reserves the right to terminate this agreement at any time to VENDOR or Consignor.

Eclectique: \_\_\_\_\_ date: \_\_\_\_\_

VENDOR rental fee per month: \$ \_\_\_\_\_ space size: \_\_\_\_\_

Consignor receives \_\_\_\_\_% Eclectique receives: \_\_\_\_\_% SS# or FEIN# \_\_\_\_\_

Vendor/Consignor Name (please print) \_\_\_\_\_ Phone: \_\_\_\_\_

Vendor/Consignor Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_, PA \_\_\_\_\_

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

Vendor/Consignor Signature: \_\_\_\_\_ date: \_\_\_\_\_