

ATHENS ANTIQUE MALL

RENTAL AGREEMENT

This agreement made and entered into this _____ day of _____, 20____ and between Athens Antique Mall, 180 Columbus Road Athens, Ohio 45701, hereinafter called Mall, and (name)_____ vendor#_____ (address)_____ (city)_____ (state)_____ (zip)_____ (home phone) _____ (work phone)_____ (cell phone)_____, hereinafter called Vendor.

It is in agreement by both parties as follows:

1. Mall shall allow vendor to rent booth#_____, shelf#_____, or showcase#_____, for the purpose of the sale of personal property to retail for wholesale customers and no other.
2. Vendor shall pay the Mall rent in the sum of \$_____ per month beginning on _____ day of _____, 20____. If Vendor wishes to have use of electricity within their rented premises an additional \$5 per month will be charged to their account. A security deposit of \$_____ is due at move-in. If vendor defaults on any provisions within the rental agreement Mall may use all or part of the security deposit to cover any payment of rent or any other sum in default.
3. This is a month-to-month rental agreement that will automatically renew every month unless the Vendor provides a 30 day prior written notice to terminate to the other party. Mall reserves the right to terminate this agreement at any time if Vendor does not comply with any of the terms in the agreement.
4. Rent is due on the first day of the month. A late fee of \$25 will be charged to Vendors account for payments not received by the 5th day of each month.
5. Vendor shall keep rented space clean, stocked, and orderly on a weekly basis at a minimum. If Vendor neglects said responsibility Mall will clean Vendor's rented space and a \$20 cleaning fee per booth and a \$10 cleaning fee per shelf/case unit will be charged to Vendor's account.
6. Crafts are not permitted for sale in the Mall. All merchandise should be antique dating before 1970 or of significant collectible quality, not generally available in area stores. Vendor warrants that merchandise belongs to themselves and it has good, marketable title, free and clear of liens and encumbrances to all property offered for sale by Vendor in Mall's premises. Vendor will also ensure that merchandise will comply with local, state, and federal guidelines.
7. Mall reserves the right to refuse or limit merchandise if it does not meet criteria or is considered offensive. In cases of dispute, Mall will have final decision.

8. All merchandise must carry a tag legibly marked with Vendor#, booth#, price and a description.
9. Mall and its employees shall act as agent for Vendor during the open business hours. Mall shall accept payment and collect Ohio sales tax on the merchandise and make delivery for any customer wishing to buy items offered for sale in Vendor's rented premises. Mall shall receive 8% of the sale price of all property sold for such services as described above.
10. Vendor shall pick up checks from the Mall on the 3rd of the month. Payments to Vendors will reflect deductions for discounts, Mall commissions, rent due and/or any fees.
11. Mall shall not be responsible or have any obligation to protect the property of Vendor from fire, theft, shoplifting, breakage, or any other loss or damage to said property of Vendor offered for sale. Vendor hereby acknowledges and agrees that Mall shall have no obligations to provide any insurance; fire, theft, or other casualty or protect Vendor from loss or damage by reason of destruction of any property of Vendor, in whole or part, while stored or offered for sale in Mall premises.
12. Mall reserves the right to revise any content in this contract at any time. By signing this agreement Vendor agrees to all current and future Mall rules, restrictions and regulations.
