



## VENDOR RENTAL CONTRACT & AGREEMENT

Rekindle Marketplace  
4702 Parnell Ave., Fort Wayne, IN 46825  
Phone: 260-387-5485 Fax: 260-387-6285  
E-Mail: office@rekindlemarketplace.com

Please read the following Rules & Regulations for the operation of Rekindle Marketplace before signing this Rental Agreement and Vendor Application.

We are open 10:00am - 5:00pm Monday thru Saturday and Sunday from 12:00pm - 4:00pm. We will be closed over the following observed holidays: Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas and New Year's Day. We will close by 3:00pm on Christmas Eve and New Year's Eve.

- 1) **Booth Rentals** - Booths are rented monthly for \$1.50 per square foot of floor space (minimum 10 square feet), or \$1.60 per square foot for booths along walls and booths with electricity, plus 8% of sales. Booth sizes vary in size (8x7 to 16x14) and can be combined or adjusted to fit the needs of the vendor. Booths will be rented on a first-come first-served basis. Vendors are required to give first month's rent as a deposit. Booths will not be held until contract is signed and deposit is paid. Vendors may stock their booth(s) at any time during business hours. You may **NOT** keep the staff after hours to work on your booth.
- 2) **Rent Due** - Rent is due the first day of the month for that month. Rent will be deducted from accumulated sales of the previous month, and sales tax is collected and paid to the State of Indiana. If rent exceeds sales, payment made by the vendor is due by the 8<sup>th</sup> of the month. A late fee is will be added to your bill of \$5.00 a day for any rent paid after the 8<sup>th</sup> of the month. No merchandise can be removed by the vendor from the market until outstanding balance is paid in full!
- 3) If rent is overdue by 30 days, this contract will terminate and unsold merchandise will be sold by Rekindle Marketplace to cover past due rent and late fees attached to the account, and any and all merchandise that is leftover after bill has been brought current becomes the property of Rekindle Marketplace. Rent extends from the first day of the month to the last day of the month.
- 4) **Sales Tax** - Rekindle Marketplace will be responsible for the collection and payment of sales taxes to the Treasurer, State of Indiana. Vendors may not use the Rekindle Marketplace's sales tax number for their personal use.
- 5) **Commissions** - An 8% commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers credit card costs, marketing, and maintenance.



- 6) **Pay Periods** – The close of business day on the last day of the month is the cut-off date for processing sales. Checks to the vendors will be available on the 15<sup>th</sup> day of the following month. One month's rent and all commissions are deducted from the sales each month, and a statement of the month's sales activity will be provided with the check.
- 7) **Vendor Identification** – No unsold items, or checks, will be allowed to be removed or picked up from Rekindle Marketplace by anyone except the vendor (owner of merchandise), unless vendor gives written permission for other individuals. Please let us know if a significant other is going to be involved.
- 8) **Pricing:** Vendor must use tags supplied by Rekindle Marketplace. Once contract is approved, the vendor will receive 100 free tags. Tags will be sold for \$2/per pack of 50, and can be purchased at the Rekindle office. Everything should be priced and tagged before bringing it to Rekindle Marketplace. All items in the booth must have a price tag with Vendor ID, Price, Item Description and lowest discount code legible on the front. See example given with tags. Any other information that the vendor considers necessary can be written on the back of the tag. In order to protect each vendor, prices on the tag cannot be crossed out and replaced by another price written on the tag. Price tags must be securely fastened to merchandise. Rekindle Marketplace will not call to inquire about pricing.
- 9) **Housekeeping** – Vendors are responsible for keeping their own space and merchandise clean and orderly. Rekindle Marketplace is responsible for the maintenance for aisles, restrooms, and the Owners Corner. In the event that a vendor is not keeping up with the booth and Rekindle Marketplace has to clean it, there will be a \$50 fee that will be taken out of the sales check.
- 10) **Prohibited Sales** – Management of Rekindle Marketplace reserves the right to prohibit any item from being sold on the premises. All sales will go through the cash register upfront at Rekindle Marketplace. Any sale that does not go through the register will violate this agreement and serve as a cause to terminate it. Vendors working in their booths may discount or reduce a price to a customer but are not allowed to complete the sale on premises without going through the register. Rekindle Marketplace does not allow pornography, weapons, ammo, animals, live plants, craft items, or VHS tapes. Vintage dolls only. Management reserves the right to refuse any merchandise we feel is inappropriate.
- 11) **No Smoking** – Smoking is not permitted on the premises.
- 12) **Sales** – A vendor may run a sale in their booth for no more than 2 consecutive pay periods. Continuous booth sales are not allowed. Twice a year there will be a storewide sale that ALL vendors must take part in. Rekindle will never ask for the discount to be more than 15%. There will be at least a 30 days' notice given to vendors, via email, before the start of the sale.
- 13) **Displays** – All sales merchandise must be kept within each vendor's assigned space. Customer walkways may not be obstructed by merchandise.



- 14) **All Laws Apply** – Vendors must abide to, at all times, the codes, ordinances, and regulations of the city, county, state, and other governmental agencies having jurisdiction over the conduct of the vendor’s business.
- 15) **Move Out** – Move outs must occur on or before the last day of the current rental period. Holdovers will be charged an additional rent. Management must be given a written 30-day notice in advance of a move out by the 1<sup>st</sup> day of the month. Vendor must settle all over due rent charges and damages before removing any merchandise at move out. If the Vendor’s items are not removed from Rekindle Marketplace within a period of 30 days after termination of the Vendor’s booth period, Rekindle Marketplace is free to dispose of the item(s) noted above in any manner management determines to be appropriate, and the Vendor will hold Rekindle Marketplace harmless.
- 16) **Checks** – Rekindle Marketplace will accept in-state checks as payment, with a \$500 limit per transaction, and will be responsible for collection of bad checks. No out of state checks will be accepted.
- 17) **Credit Cards/Debit Cards** – Rekindle Marketplace will accept payment from all major credit and debit card companies.
- 18) **Losses and Insurance** – Vendor is responsible for his or her own rental insurance & premise liability. Rekindle Marketplace will not be responsible for any loss or damage of merchandise, property, or equipment from either natural or unnatural causes, including but not limited to theft, fire, flood, wind, rain, etc.
- Rekindle Marketplace recommends State Farm for rental insurance. If interested, please call:  
**Joyce Hefty-Covell - 260-925-5253**
- 19) **Termination** – Rekindle Marketplace reserves the right to terminate this contract for any reason and/or if the vendor fails to comply with the terms herein

### **TIPS TO GET THE MOST OUT OF YOUR BOOTH EXPERIENCE**

- ❖ Work your booth Frequently, at least every few weeks. Dust, clean, and rearrange your items. Just by repositioning your items, you can draw attention and increase sales.
- ❖ Rekindle Marketplace will be marketing and advertising to continue a customer flow, however, it is also a good idea to get the word out on social media yourself as well. Letting your friends, family, etc. know that



you have a booth at Rekindle Marketplace helps to spark interest to those that follow you on Facebook, Instagram, Twitter, etc.

Booth sizes are first come first serve. Rekindle Marketplace will try to accommodate booth sizes per want/need.

1<sup>st</sup> Booth Size Preference - \_\_\_\_\_

2<sup>nd</sup> Booth Size Preference - \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
3 digit code

I agree to all the terms and conditions of the Rekindle Marketplace Vendor Agreement & Contract.

\_\_\_\_\_  
Vendor (Seller) Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Rekindle Marketplace Signature

\_\_\_\_\_  
Date

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



## **BED BUG ADDENDUM**

All vendors should inspect their products before bringing them into Rekindle Marketplace.

Should you, (the vendor), find to be the source of a bed bug infestation, you will be held responsible for the treatment and cure of the store and its contents. The vendor could also be responsible for any lost revenues due to the closing of the store during treatment.

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Print

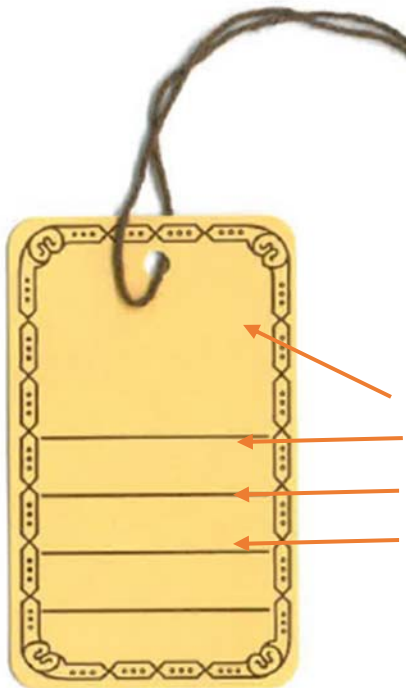
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Sign

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Date

## **TAG EXAMPLE**



**Item Description**

**Booth #**

**Price**

**Discount Code**

**N/C** – No Discount

**NC/%** - No call to you, can give discount of \_\_\_%

**C/O** – Call with offer