

HYDE PARK ANTIQUES CENTER, LLC

Dated: _____, 20____

Vendor Agreement

IT IS AGREED:

1. Hyde Park Antiques Center, LLC (HPAC) is the owner/operator of an Antiques Mall premises located at 4192 Albany Post Road in the Town of Hyde Park, New York.
2. A Vendor is a person who wishes to lease space at a regular recurring monthly rental charge based upon size and location at the HPAC premises for antique/collectibles sales.
3. Vendor shall occupy only that space as is mutually agreed upon by the parties, and as will be initially assigned to Vendor in accordance with the HPAC name and numbering system as noted by the space identification information shown below.
4. Vendor shall keep their assigned space neat, clean, organized and tastefully arranged with approved antique/collectible merchandise so as to maximize its visual appeal, allow for freedom of movement and perusal by invitees, and be free of danger, obstructions or clutter. Vendor shall also periodically reorganize, freshen and re-merchandise their space, and Vendor shall continuously replenish sold merchandise and introduce or rotate fresh merchandise within their space.
5. Vendor's items shall be approved by HPAC as to acceptability and quality. HPAC may, in its sole discretion, determine items of a vendor to be unfit for display and sale at the HPAC premises and shall cause the items to be removed from any sales area. Note: New, recent vintage or craft type items are discouraged from being a part of our merchandise mix.
6. HPAC shall provide for Vendors' reasonable heating, air conditioning, lighting, general area cleaning, interior/exterior building maintenance, front-desk cashier services, sales accounting and monthly distribution and/or invoicing on Vendor's account.
7. Vendor shall pay HPAC the amount indicated below per month for base rent for the assigned space indicated below at HPAC which is in a specific room at the HPAC also identified below. HPAC reserves the right to impose and collect an additional charge upon Vendors not to exceed five (5%) percent of the base rental fee each month for Vendor's contribution to the cost of ongoing advertising and promotional activities by HPAC to generate awareness, traffic and sales. Vendor's base rent is due by direct payment from Vendor to HPAC at the beginning of each month. Base rents not received by the 5th day of each month are subject to a ten percent (10%) late payment charge. All other charges or credits to Vendors shall be reconciled and invoiced, with payment if applicable, at the end of each monthly period and HPAC shall have the express right to deduct any monies owed to it from any monthly remittance due to Vendors from sales or other credits. Vendor shall also be required to pay a security deposit to HPAC as indicated below to secure the payment of rent, all other monetary obligations and any property damage that may occur as a result of this Agreement.
8. The term of this lease shall be considered to run from the start date indicated below on a month-to-month basis until terminated or altered by either party on at least one full calendar month written notice to the other party.
9. HPAC will reconcile sales activities, and all other charges and credits due to Vendors on a

monthly basis with payments, invoices and accounting reports to be processed and provided to Vendor as soon after the end of each month as is practicable.

10. Vendor represents that Vendor is lawfully established and authorized by the State of New York to be a retail seller and reseller of merchandise and Vendor holds a Certificate of Authority issued by the New York State Department of Taxation and Finances - Sales Tax Division, a copy of which is to be provided with this agreement to HPAC, and a copy is to be visibly displayed in the Vendor's space.

11. Vendor accepts full responsibility for reporting and remitting to the appropriate taxing authorities any sales tax that is received and collected by HPAC for taxable sales of Vendor's merchandise and Vendor holds HPAC harmless from any failure of Vendor to properly remit such taxes. HPAC shall collect sales taxes on taxable sales, document non-taxable resellers' sales and account to Vendor on a monthly basis for all of Vendor's sales. Price tickets from a vendor's merchandise shall be used to enter and record sales and these tickets shall be maintained for two months after a sale for use or inspection by Vendors.

12. HPAC shall bear absolutely no responsibility for any risks, hazards, theft, injury/damage or other actions that harm the Vendor's merchandise while placed at the HPAC premises. If Vendor wishes to protect or insure their merchandise value while it is at the HPAC premises, Vendor must obtain their own private insurance coverage for the merchandise. Vendors shall indemnify and hold HPAC harmless from any claims arising out of the presence or sale of Vendor's merchandise at the HPAC premises.

13. Vendor shall clearly mark Vendor's merchandise with a tag indicating the asking price, the Vendors assigned ID#, a description of the item and, if desired, any identifying inventory number utilized by the Vendor. Vendor shall pre-authorize with HPAC any permitted discounting off the marked price of an item as indicated below. HPAC will record sales of Vendor's items utilizing the information contained on Vendor's merchandise tag. All special sales or additional discounting must be disclosed to HPAC at front desk in writing before posting in rental spaces.

14. Vendor shall have the option to place separate approved items at HPAC in other areas of the antique mall as solely designated by HPAC for sale on a consignment basis with a separate additional commission-based fee to be paid to HPAC as indicated below when such consignment item is sold. Vendors who place additional items for sale outside of their rented space listed below shall be called Inside Consignors. There may be up to one (1) consignment items placed at HPAC by vendors acting as Inside Consignors for each One Hundred Dollars (\$100.00) of base rent paid monthly by Inside Consignor/Vendor with a limit of eight (8) items consigned at any one time. Inside Consignment items shall be approved by HPAC as to acceptability and quality.

Vendor's Name _____
Vendor's Address _____

Vendor's Tel. Nos. (_____) _____
(_____) _____
(_____) _____

Vendor's Assigned

Room Name, & Space# Room: _____ Space No. _____

Vendor's Assigned Identification # _____ Vendor's Assigned Inside Consignor ID # C

Vendor's Base Monthly Rent Amount \$ _____

Vendor's Security Deposit Amount \$ _____

Vendor's Allowable Discount _____ %

Vendor's Lease Term Start Date _____, 200__

Vendor's SS# or Federal ID# _____

Vendor's - Inside Consignor Commission Rate _____ 18 %

Vendor's State of Sales Tax Registration and Sales Tax Authority # State: _____ Sales Tax # _____

VENDOR **HYDE PARK ANTIQUES CENTER, LLC**

By: _____ By: _____

Print Name: _____ Print Name: _____

For Office Use Only

- Initial When Complete _____ - All information above is completed
- _____ - Photo ID of Vendor is copied and attached
- _____ - Sales Tax Certificate of Authority is copied and attached
- _____ - Information entered identically into Dealer Assistant Program and Quickbooks