



Vendor Contract

This document will serve as the official agreement between Sierra Vista Skateboard Company and Thrift Store LLC (or any associated DBA) and _____ (Vendor).

Agreement is to rent Space (s) # _____ and /or _____ sf of floor space within SVSB LLC location, unit #1196, within The Mall at Sierra Vista, 2200 El Mercado Loop, Sierra Vista, AZ 85635. The vendor may not sublet their space.

Terms:

Length of Contract:

This Agreement shall be for the initial term of 3 months. Whereafter, the Vendor will have the option to renew this Agreement on a 3 month basis with the Acceptance of Sierra Vista Skateboard Company and Thrift Store LLC. (or associated DBA). Vendor must give a 30 day notice of intent to move out, to allow for SVSB LLC to collect and account for merchandise and prepare it for pick up by vendor. There will be no refunds issued for a partial month or move out before completion of a 3 month block. SVSB LLC reserves the right to renegotiate monthly rent, transaction fees or any other costs that become necessary for doing business within the Mall at Sierra Vista after 1 year from initial agreement.

Monthly Rent:

Vendor shall pay SVSB the amount of \$ _____ which will for _____ space (s) (qty) and / or (sf of floor space) by the _____ of the month of _____. Payment may be made in the form of cash, check, or other accepted electronic form of payment. If payment is not received by the _____ day after payment is due, SVSB LLC may charge, at their discretion, a late fee which will not exceed _____, or may ask vendor to remove their merchandise within _____ days. If vendor does not remove their merchandise within _____ days, the merchandise will be considered abandoned and SVSB LLC will become the sole property of SVSB LLC.

Vendor will also be charged a 10% Administrative Fee on their gross monthly sales. If vendor meets or exceeds \$1000.00 in gross sales in any calendar month, SVSB LLC will charge vendor a 15% fee on gross sales of \$1000.00 and over to be calculated at the end of the calendar month, but will not exceed 15% (the 10% Administrative Fee will be waived) of the vendor's total gross monthly sales. This is to cover The Mall at Sierra Vista's Breakpoint Percentage charged to SVSB LLC on total gross monthly sales.

Vendor Responsibilities:

The Vendor will price, maintain, restock and stage their own inventory in the space (s) that they have agreed to occupy. Vendor will provide an inventory with their retail prices to SVSB LLC at the beginning of this agreement and provide SVSB LLC with updated list of merchandise as it is added.

Vendor will not hold SVSB LLC liable for theft, breakage, spoilage or Acts of God that may affect their merchandise. Vendor will not hold SVSB LLC liable for any illness, injury, failure, etc. claimed by any third party who may have purchased vendor's merchandise.

Vendor will only stock merchandise that is mutually agreed upon by vendor and SVSB LLC to be appropriate for this venue. SVSB LLC reserves the right to refuse to carry merchandise that it deems inappropriate.

If Vendor is carrying any type of consumable product, Vendor agrees to provide SVSB LLC with the appropriate Cottage License or other required Licensing deemed necessary by the City of Sierra Vista, Cochise County or the State of Arizona to be in compliance with sale of said product. These products must also be clearly labeled, showing ingredients and sell by, or freshness date. Vendor also agrees to keep any aforementioned requirement current and in good standing with appropriate government agencies.

Vendor will be responsible for paying any required fees associated with their doing business in the City of Sierra Vista, Cochise County or the State of Arizona, including vendor's Transaction Privilege Tax, or Business License fees.

Vendor will be responsible for any transaction fees charged by 3rd party as are necessary to process sales transaction if vendor chooses to accept electronic payments.

Sierra Vista Skateboard Company and Thrift Store LLC Responsibilities:

We will maintain our regular posted store hours, barring any situation beyond our control, Mall closure, Acts of God, Family emergencies, etcetera, but will do our best to have alternate coverage for the store if possible. If it is necessary for the store to be closed for an extended amount of time (more than 3 consecutive days) due to SVSB LLC situation, vendors will be notified.

SVSB LLC will maintain a clean, safe space for vendor to showcase their product (as much as is within control to reasonably do so). We will also maintain Business Insurance that meets or exceeds what is required by law, and pay necessary utilities to keep business operational.

SVSB LLC will keep track of vendor sales with an inventory number for each item, and provide vendor with sales report at the end of each calendar month, by the _____ day of the following month. SVSB LLC may also notify vendor if their inventory is low, but restocking inventory is ultimately the vendor's responsibility.

SVSB LLC will pay vendor at the end of calendar month, by the _____ day of the following month, the gross amount of their monthly sales, along with the associated Transaction Privilege Tax collected on those sales, less 10% gross monthly sales for administrative costs and any transaction fees, and if applicable, the 15% Breakpoint fees on any gross sales exceeding \$1000.00 in the calendar month. If the vendor exceeds the \$1000 gross sales per calendar month, only the 15% will be charged and the 10% administrative fee will be waived. Payment will be made in the form of a check and mailed to vendor or at vendor's request, held for pickup at unit #1196 (Store's location) during regular business hours.

Vendor Name (Company or Owner)_____ **Date**_____

Sierra Vista Skateboard Company and Thrift Store LLC. (or DBA)_____ **Date** _____

any use of SVSB LLC or variation thereof in this contract will be understood to represent Sierra Vista Skateboard Company and Thrift Store LLC and any DBA we may use in the future as our brand evolves.