

Walnut Creek

222 Walnut Street
Fort Collins, CO 80524

This Agreement made this _____ day of _____, 20____ by and between Vendor Name _____ hereinafter VENDOR with its principal address at _____ and Walnut Creek located at 222 Walnut Street Fort Collins, CO 80524.

Term of Agreement.

This Agreement shall become effective _____ and shall remain in effect for 90 days and then on a month to month basis until terminated by either VENDOR or WALNUT CREEK with 30 days written notice of move out to the other party.

WALNUT CREEK has the right to refuse to sell any merchandise. VENDOR will be selling the following type of merchandise from their showcase or floor space: _____

Services Provided

WALNUT CREEK agrees to provide appropriate floor space to VENDOR for display of VENDOR’S saleable items.

WALNUT CREEK agrees to provide a reasonable number of staff employees to service customer inquiries and subsequent sales of VENDOR’S saleable items.

TITLE TO ASSETS.

VENDOR has good and marketable title to all the merchandise and its interest in the merchandise, whether personal, mixed, tangible, and intangible. All the merchandise is free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions or restrictions, except for those specifically disclosed by VENDOR to WALNUT CREEK or prospective purchaser.

Except as set forth in writing to WALNUT CREEK or prospective purchasers no officer, director of employee of VENDOR , nor any spouse, child, or other relative or any other persons, owns, or has any interest, directly or indirectly, in any of the personal property for sale by VENDOR.

VENDOR is not in any violation of any copyrights, patents, trademarks, trade names or trade secrets.

VENDOR will not violate any law, regulation or decreed by offering for sale such merchandise.

WALNUT CREEK agrees to execute sales of VENDOR’S items per pricing and instructions provided by VENDOR.

WORKING ORDER.

All of the merchandise is in good working order except as specifically disclosed by VENDOR to WALNUT CREEK or proposed purchaser in writing.

WALNUT CREEK agrees to collect applicable sales taxes on sales of VENDOR'S items and remit applicable taxes to the applicable taxing authority.

WALNUT CREEK agrees to provide VENDOR a complete accounting of items sold and remittance of monies collected LESS FLOOR SPACE/DISPLAY CASE RENTAL on the 1st day of the month, and the balance of anything sold between the 29th day of the previous month and the 13th day of the month on the 15th of the month.

VENDOR is required to provide a federal tax ID or Social Security number and WALNUT CREEK will supply VENDOR with appropriate year end paperwork for reporting income to the state and federal government, if requested.

VENDOR agrees to provide for display and sale, items that are appropriate with the theme of WALNUT CREEK and are in accordance with local, state and federal laws and regulations.

VENDOR agrees to maintain and replenish inventory in its rental floor space or display case on a weekly basis at least.

VENDOR agrees to maintain floor space in an orderly manner after a large furniture sale and by vacuuming/sweeping regularly.

VENDOR agrees to legibly tag every item with the correct vendor name, price and description.

Rental fees

WALNUT CREEK shall be paid on a monthly basis a rental fee of _____ in order to occupy _____ floor space or other display space in our shop.

This rental fee will be deducted from VENDOR merchandise sales from the monies owed VENDOR on the 1st calendar day of the month, except for the first month's payment which shall be returned with this signed contract prior to move in. WALNUT CREEK shall also retain a 15% commission of gross sales to cover expenses of running the shop.

If VENDOR sales do not cover monthly fees due to WALNUT CREEK, a check for the difference is due no later than the 2nd calendar day of the month. Any rent not received by the 5th day of the month will automatically have a \$50 late fee applied. Rent not received from VENDOR by the 10th calendar day of the month constitutes a breach in VENDOR agreement and any merchandise in VENDOR'S space becomes the sole property of WALNUT CREEK.

Liability

WALNUT CREEK shall provide general property and liability insurance on its premises.

VENDOR shall be liable for losses arising from theft or events outside the control of WALNUT CREEK.

Miscellaneous

If any provision of this agreement should later deemed to be invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

WALNUT CREEK reserves the right to reject display of any of VENDOR'S saleable items that

WALNUT CREEK deems inappropriate .

All local, state, and federal laws, excepting only its conflict of laws provisions, shall govern the validity , construction and performance of this agreement and all controversies and claims arising hereunder. Any dispute(s) arising out of this agreement shall be the exclusive jurisdiction of the State of Colorado.

Indemnity

VENDOR agrees to identify and hold WALNUT CREEK, its successors and assigns, harmless against and in respect of all losses, costs, expenses, liabilities, or damages, including counsel fees reasonably incurred of resisting same, whether incurred directly or indirectly by WALNUT CREEK, resulting from any inaccurate representation or warranty made by VENDOR in this agreement or in any document delivered hereunder or from any breach by VENDOR of any of the warranties of statements or default in the performance by VENDOR of any of the covenants or agreements which WALNUT CREEK has relied upon in entering into this agreement.

EXECUTED this _____(day) of _____(month), _____(year).

By _____(Signature of vendor)

Name _____(please print)

Address _____

Phone _____

Alternate Phone _____

Email _____

WALNUT CREEK SIGNATURE

Owner or Representative