



222 Walnut Street
Fort Collins, CO 80524

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

Term of Agreement.

This Agreement shall remain in effect on a month to month basis until terminated by either VENDOR or The Merchant Room with **30 days written notice** of move out to the other party. ***This agreement is made with the expectation of sales per vendor and reasonable effort by vendor and can be terminated by Walnut Creek at any time.***

VENDOR will be selling the following type of merchandise from their showcase or floor space. Changes or additions in merchandise shall be approved by Walnut Creek. WALNUT CREEK has the right to refuse to sell any merchandise.

Description of Vendor Products:

Business Name _____

Phone _____ Email _____

VENDOR CODE _____ Rental fee _____

I have read and fully understand the terms and agreements laid out in this contract.

VENDOR SIGNATURE _____ Date _____

WALNUT CREEK SIGNATURE _____ Date _____

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.

RESPONSIBILITIES of WALNUT CREEK

1. WALNUT CREEK agrees to **collect applicable sales taxes** on sales of VENDOR'S items and remit applicable taxes to the applicable taxing authority.
2. 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.
3. WALNUT CREEK agrees to execute sales of VENDOR'S items per pricing and instructions provided by VENDOR after agreement that pricing is equitable for the cost points created by Walnut Creek.
4. WALNUT CREEK agrees to provide appropriate floor space to VENDOR for display of VENDOR'S saleable items.
5. WALNUT CREEK agrees to provide service to customer inquiries and subsequent sales of VENDOR'S saleable items.

RESPONSIBILITIES of VENDORS

1. **VENDOR** is responsible to maintain their own personal records for any Federal and state yearly income tax reporting and filing.
2. **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.
3. **VENDOR** agrees to maintain and replenish inventory in its rental floor space or display case on a **weekly** basis at least.
4. **VENDOR** agrees to **maintain floor space in an orderly well stocked manner** by vacuuming, sweeping, cleaning and dusting regularly.
5. **VENDOR** agrees to **legibly tag** every item with the correct VENDOR code name, price and description.
6. **VENDOR** agrees to **retain inventory in Walnut Creek, If you choose to do outside events. During your outside event you will leave a well stocked store inside walnut creek at the same time. This assures customer satisfaction and supports vendors sales while retaining the integrity of Walnut Creek.**
7. **VENDOR** is required to spend a minimum of 4 hours each quarter volunteering inside the shop. (unless extenuating circumstances prohibit you from doing so)
8. **VENDOR** must provide a professional presence on at least one social media platform. Instagram, Facebook professional business page, website, blog, Etc. Plus participation in advertising, sharing and promoting with Walnut Creek FOCO on applicable said sites. Using #walnutcreekfoco, @walnutcreekfoco, #shopwalnutstreet
9. **VENDOR** maintains that all items in Walnut Creek are not broken, clean and relevant to their contract.
10. **VENDOR** will pay rent owed after sales are subtracted each month by the 5th if there is a balance owed.
11. **VENDOR** will remove and rotate inventory as necessary every 90 days to maintain fresh inventory in their space. **(Items left over 180 days becomes the property of Walnut Creek)**
12. **VENDOR** agrees to participate in advertised “store-wide sales” at a minimum of 10% discounts on all store items per year.
13. **VENDOR** agrees to be respectful of rented area measurements and only place items within their rented area.

_____ Please initial you have read and understand Vendor responsibilities.

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. **Rent may increase annually at Walnut Creek LLP's discretion, per operating expense increases with a maximum of a 10% increase per year. Vendors will be notified 30 days prior in order to adjust their prices accordingly, each May 1st with increases occurring June 1 of each year.**

WALNUT CREEK shall retain a 20% commission of **net sales (after taxes of _____% and credit card fees of _____%** If VENDOR sales **do not** cover monthly rent owed to WALNUT CREEK, a check for the difference is **due no later than the 5nd** calendar day of the month. Any rent not received **by the 5th day** of the month will automatically have a **\$10 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 vendor sales do not cover the cost of their rental fee for a period of 3 months, their contract shall be terminated and vendor shall pick up their inventory within 30 days of notification.

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 .

WALNUT CREEK reserves the right to adjust the position or location of the vendors occupied space within WALNUT CREEK for purposes of aesthetics, customer satisfaction, wheelchair access and inclusion of additional vendors.

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.

