



Wears & Wares Vendor Contract

This Vendor Contract (the "Agreement") is made and entered into as of the effective date indicated at the end of this contract, by and between Wears & Wares and the undersigned vendor (the "Vendor"). Wears & Wares and the Vendor collectively are referred to as the "Parties."

1. PREMISES AND SPACE

Wears & Wares agrees to provide the Vendor with space within their premises at 218 Fairbanks Rd., Farmington, Maine, for the display and sale of approved items as specified in this Agreement under section 3. The Vendor shall have exclusive use of a space assigned, subject to the terms and conditions outlined in this Agreement. Access to the space is during regular business hours: Tuesday - Friday, 10am - 5:00pm or Saturday, 9am - 2pm; or by prior arrangement.

2. TERM, FEES AND PAYMENT

(a) Monthly Fee - Vendor spaces are not uniform (such as 10 x 10) due to the unique nature of the building and the integration into an existing shop. Every effort will be made to maximize visibility and accessibility to vendor spaces. Each space is \$100 per month. The maximum number of spaces one vendor may occupy is three.

(b) Space Rent Term - The Vendor term is 6 months, renewable at each 6 month interval.

(c) Commission Fees - Wears & Wares charges NO commission fee. However, a modest 4% fee will be charged on all gross sales to cover credit card and technology fees, staffing, and overhead.

(d) Payment Schedule - The Vendor agrees to make all payments for booth/space and fees on or before the 1st day of each month. Payment shall be made by cash, check, credit card or Venmo (@Lisa-Laflin), as agreed upon between the parties. If the 1st day of the month falls on a non-business day, payment must be paid the Saturday prior, before the close of business. Payments will not be deducted from Vendor sales

proceeds. If booth/space fees are received after the 5th of the month, a late fee is incurred of \$35.

(e) Vendor Retail Sales Payout - Wears & Wares will pay Vendors monthly by check, on the 5th day of each month. If the 5th falls on a non-business day, checks will be available the following business day. If a Vendor has an unpaid booth fee balance, retail sales payout checks will be withheld until rent is current.

(f) Sales Tax - Wears & Wares collects and remits all sales tax due on retail sales to the State of Maine, as well as any applicable county or town taxes. If Vendor has a resellers certificate, it must be provided to Wears & Wares.

3. PRODUCT - INVENTORY REQUIREMENTS

(a) Acceptable: Our main goal is to provide a unique shopping experience in a boutique-like atmosphere with a focus on antiques and vintage items. (Descriptive words that represent the “vibe” include patina, history, funky, rusty, cool, artsy....) Variety is key, however, and the following are also acceptable: Repurposed furniture, upcycled or repurposed decor, hand-made or upstyled clothing, or vintage clothing, garden items including plants.

Not Acceptable: Items that are not acceptable include, but are not limited to, mass or commercially produced, new or used clothing (unless repurposed/upcycled), dishes/tableware (unless vintage and staged to enhance your space), appliances, crochet items, commercially printed t-shirts, home decor big box store art, or baby items. Acceptance of the Vendor based on what is being sold is at the discretion of Wears & Wares.

Spaces need to be fully styled and staged. The Vendor agrees to maintain their products within the requirement guidelines, unless specifically discussed. Wears & Wares reserves the right to request removal of items that are deemed to be below or above these thresholds or of questionable quality.

4. MARKETING AND REPRESENTATION

(a) Photography and Social Media - Wears & Wares reserves the right to take photos and videos at any time to include Vendor booth/space without prior consent for marketing and promotion. Vendors are encouraged to share and post about their booth/space at Wears & Wares on their social media accounts and groups. Vendors are encouraged to share social media posts by Wears & Wares, and are encouraged to tag Wears & Wares pages in their postings. While Wears & Wares will actively promote

Vendors and its business, booth spaces are ultimately the business of the Vendor, and will also need to be promoted by the Vendor in order for it to be successful.

(b) Wears & Wares Representation - Vendors are not permitted to alter the Wears & Wares logo, or Wears & Wares-owned content or images. This is to ensure consistent branding to encourage a repeat customer base. The Wears & Wares logo will be provided to all Vendors.

5. SAFETY AND ORGANIZATION REQUIREMENTS

(a) Safe Layout and Organization - The Vendor agrees to organize their booth/space in a safe and orderly manner. The layout must not include items that could pose any of the following hazards:

- Tripping hazards: Items should be placed in a way that does not obstruct walkways or create a risk of tripping.
- Falling item hazards: Items must be properly secured to prevent them from falling. Shelves, displays, and racks should be stable, and no items should be left on high shelves or unstable surfaces.
- Fire hazards: No open flames or flammable materials should be used.
- Electrical hazards: All electrical items and their cords must be in a safe and serviceable condition, and all items must be plugged into a surge protector at all times if turned on.
- Chemical leak hazards: The Vendor shall ensure that any products displayed do not contain harmful or volatile substances that could leak or pose a risk to health or safety.

There is absolutely NO SMOKING in the building or within 30 feet of any entrance.

(d) Hazardous Item Removal Any item deemed to violate any of the Safety and Organization Requirements can be removed at any time, without prior Vendor notification, by any Wears & Wares staff.

(e) Clear Pathways - The Vendor is responsible for ensuring that all pathways created within the booth/space are kept clear of obstacles. These pathways must allow safe access and egress for customers and staff, to avoid any trip-and-fall risks.

6. PRICING, SALES, AND TAGGING OF ITEMS

(a) Vendor Pricing and Responsibility - All items within the Vendor's booth/space must be properly tagged and priced by the Vendor with all the required information. TAG

must be removable and be able to be brought to the check out counter with the item. This is how we will enter your sales and keep accurate records.

This includes:

1. Vendor number which will be provided upon the signing of this contract.
2. Brief description of the item (eg "Victorian brass lamp" or "vintage long mink fur coat")
3. Price
4. Date item was placed in booth

Price items competitively to encourage sales and attract repeat customers.

(b) Vendor System - Wears & Wares utilizes a program for all retail sales called Resale World. Vendors will have access to real-time sales activity upon request. A monthly itemized sales list will be provided with each Vendor payout.

(e) Unpriced or Lost Tags - If Wears & Wares staff come across an item that was inadvertently not priced, they will make an effort to contact the Vendor. This is to provide the best opportunity for a sale, as we understand that pricing is important for both vendors and customers. However, if we are unable to reach the Vendor the item will not be sold. These items will be placed in a designated bin for the Vendor to follow up with the customer.

(f) Return Policy and "As-Is" Items - All sales are final with no returns unless the buyer can provide proof of item misrepresentation at the time of purchase.

(g) Item Holds and Large Items - Items can be held upon request by a customer for a maximum of four days with a HOLD tag, or longer by prior arrangement. Large or bulky items sold will remain in the Vendor's booth until pickup and will be marked as SOLD with the receipt number until then.

(h) No Direct Sales - No direct-to-customer sales may occur with a Vendor and a customer at Wears & Wares. All items sold on the property must go through the Wears & Wares register.

7. RESTOCK REQUIREMENT

The Vendor agrees to refresh, reorganize and/or restock their booth at a minimum of every month, however, we encourage more often. This ensures that the booth remains attractive, well-stocked, and in line with Wears & Wares' standards for presentation and customer experience.

Vendors are responsible for moving all of their own items into their booth for restocking and/or removal of the item from their booth if it is no longer for sale. A flat push cart and dolly are available for use.

8. WORKING THE FLOOR

Wears & Wares DOES NOT require vendors to staff the shop as part of the Vendor contract.

9. BOOTH CUSTOMIZATION AND MODIFICATIONS

(a) Creative Freedom - Vendors are encouraged to make their booth space unique, attractive and memorable and in accordance with the store's overall esthetic and appearance. Booth spaces are empty areas to allow for creative use by the Vendor. If shelving or other display pieces are needed, prior arrangements need to be made. **No permanent alterations to walls or floor may be made.** When vacating your booth space, the space must be left in the same condition than when initially engaged. Vendors must stay within their rented boundaries and avoid any encroachment of other vendors' areas, common areas or hallways. This is your opportunity to create a unique and inviting space that draws customers in and enhances your display!

10. VENDOR CONDUCT

(a) Respectful Interaction - All vendors must be respectful, polite, and kind to customers, fellow vendors, and Wears & Wares staff. Vendors are encouraged to greet customers and offer assistance as appropriate. We expect vendors to maintain a positive and welcoming attitude.

11. TERMINATION OF AGREEMENT

(a) Immediate Termination for Cause - Wears & Wares reserves the right to terminate this Agreement immediately if the Vendor is in breach of any terms and conditions outlined in this Agreement, including but not limited to failure to pay fees, failure to comply with content or safety requirements, or disrespectful behavior. Any Vendor who is notified of termination has 72 hours to remove all property from the premises.

12. GENERAL LIABILITY

(a) Liability and Hold Harmless - By signing this Agreement with Wears & Wares, the Vendor agrees to the above rules and expectations and understands that these rules and expectations may change from time to time without notice. Wears & Wares staff, its agents, or officers shall not be held liable for property damage or personal injury to the Vendor, its agents, or employees that may occur on or about any part of the subject

premises, regardless of how such injury or damage may have occurred. The Vendor waives any claim against Wears & Ware and assumes all liability for loss or damage to the Vendor's property entrusted to the premises. The vendor agrees to hold Wears & Wares harmless and to indemnify Wears & Wares against any liability and expenses arising out of any claim of injury or damage to any person or property resulting from the Vendor's conduct, together with all costs in connection with the defense thereof, including attorney fees. **Wears & Wares encourages individual Vendor coverage and/or renter's insurance for theft, loss, or catastrophic loss.**

The Vendor agrees to pay all sums to Wears & Wares in the manner and amount agreed upon in the application for exhibit space and further understands that there are no refunds of any payments for conditions caused by theft, loss, or catastrophic loss.

Vendor Name: _____

Address: _____

Email: _____

Social Media: _____

Phone: _____

Signature: _____ Date: _____

For Wears & Wares only

Vendor Number: _____

Contract period: _____

Contract period: _____

Contract period: _____

Contract period: _____

Contract period: _____