



high  
Cotton

gifts  
antiques  
home decor

## Vendor Registration Form

*By signing this form, Vendor agrees to the High Cotton Vendor Agreement Contract.*

Your Full Name: \_\_\_\_\_

Requested Vendor Number: \_\_\_\_\_

Name of Your Business: \_\_\_\_\_

Business Tax ID Number or SS#: \_\_\_\_\_

What Types of Products Do You Sell? \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Email(s): \_\_\_\_\_

Secondary Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Your Bank Name: \_\_\_\_\_

Type of Account (Checking, Savings, etc.): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Social Media @tags: \_\_\_\_\_

To be filled out by HighCotton staff:

Today's Date: \_\_\_\_\_

Move-In Date: \_\_\_\_\_

Booth or Shelf Location: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Cost Per Square Foot: \_\_\_\_\_

Monthly Rent: \_\_\_\_\_

First Month's Prorated Rent: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

High Cotton Staff Signature: \_\_\_\_\_

Front Window?

Interested in Tasting or Demo?

# Vendor Hold Harmless Agreement

## General Liability Release Form

I, (print) \_\_\_\_\_ (Person or Entity Granting a Release), intending to be legally bound hereby, the undersigned agrees and does hereby release from liability and to indemnify and hold harmless High Cotton [Person or Entity being Released] and any employees or agents representing or related in regards to: **High Cotton GP.**

This release is for any and all liability for personal injuries (including death), property losses or damage occasioned by, or in connection with the person or entity being released.

The undersigned further agrees to abide by all the rules and regulations promulgated by the person or entity being released and/or its affiliate groups and vendors.

\_\_\_\_\_ Date Signed

\_\_\_\_\_ Signature of Person or Entity Being Released

\_\_\_\_\_ Print Name (High Cotton)

\_\_\_\_\_ Signature of Person or Entity Granting the Release

\_\_\_\_\_ Print Name (Vendor)

# High Cotton Vendor Information

## Membership:

1. **How long am I required to sign up for?** We require a 3-month commitment. We also require a 30-day notice if it's not a good fit. See contract for more specific details.
2. **How much do you take from my sales?** There is a 13% commission on all sales.

## Tags and Booths:

1. **Very Important: Can I make a sign with the price of multiple items?** Unfortunately, no. EVERYTHING in your booth needs a tag or sticker with your vendor number and price on it.
2. **Will you ever touch or move my items?** We want High Cotton to look like a unified retail store, not just another shop with outlined booths. This means that once in a blue moon, your booth may be slightly modified without notice. Our intention, however, is to always get you more sales.
3. **Where are my hangers?** If you have items with hangers and you want your hangers back after a sale, you must label your hangers with your booth number or business name. Otherwise, they'll be thrown away or given to the customer.

## Finances:

1. **How do I see what specific items were sold?** At the end of each month, we seal your tags in an envelope. We'll hold your envelope for one month and tags will be thrown away after that unless otherwise requested.
2. **Why don't my tags perfectly match my sales?** The tag system isn't perfect. We do our best to pull all tags before sales but once in a while you might have a sale with no tag associated with it.
3. **How can I check my sales?** We are considering changing software in the future to make this process easier. But in the meantime:
  - a. **Emailed sales sheet 1x per month:** A sales sheet will be shared with you over email. After you get the email it's going to ask you to request for access. The manager will answer your request and then you can look at your sales sheet whenever you like! The sales sheet is updated at the end of every month. It shows you how many items you've sold (not which specific items just the amount that was purchased) and it shows you how much money you made that month.
  - b. **Email [info@highcottondickson.com](mailto:info@highcottondickson.com):** As much as 1x per week you may email this address and request a report on your sales. You might not get an immediate response as the employee's first priority is the customers. Please note that this is not entirely accurate as it does not include commission.
4. **How do I pay?** You'll receive an invoice in your email. Please pay via ACH (electronic bank transfer) before the 5th of the month. We cannot accept cash, debit, or credit cards, unfortunately. If rent is overdue by 30 days, a fee of \$5 per day will be charged.

5. **When do I get paid?** It is very likely, but not guaranteed, that you'll receive your payouts in your checking account before the 5th.
6. **Why isn't rent taken out of sales?** Our bookkeeping team prefers to keep these two things separate to ensure clarity in our books. We're open to changing this in the future.
7. **Does High Cotton have sales as a whole?** Yes, High Cotton reserves the right to have 10% off promotional sales, such as coupons in advertising or partnerships with local businesses.
8. **How do I have a sale on my booth?** Inform the store staff about the percentage and time frame, then create and hang/display your own signage. If you live far away, email your signage poster to [info@highcottondickson.com](mailto:info@highcottondickson.com) with your sale information and we'll hang it for you.

#### **Move-In:**

1. Please call the store number the day before you move in so we can make sure your space is ready for you.
2. You can come down the alley and load your items directly in the freight elevator if you're upstairs. Call the store ahead of time so we can be ready for you.
3. We highly recommend lights and lamps in your space. If you decide to bring lights, please plug them up on a power strip with a switch.

#### **Contact** (please put these in your phones):

1. Finances: **Kaci Daniel (931) 306-7025**
2. Upgrading, Downgrading, Grievances, or Major Questions: **Ande Truman (336) 693-4311**
3. Questions about daily logistics, sales (1x/week) move-ins, move outs: **Store (615) 326-8147**
4. **No texting in-store employees unless they reach out to you! Please call the store or email if you need anything.**

#### **Move Out:**

1. We require a 30-day notice if you leave. You may not show up without notice and remove your items. You must be completely paid up before removing your merchandise.
2. Once you begin the move-out process, you need to be fully moved out within 72 hours, no matter the size of your booth. See the contract for more specific information.



Join the "High Cotton Vendors" Facebook Group!

# 10 Tips for Success as a High Cotton Vendor

## 1. Work it, Don't Dump it

The most important tip from all successful vendors' experience is that the more you rework and restock your merchandise, the more you will sell. Come in regularly, preferably at least once per week, to check your stock, primp, move items around, and ensure that your display is clean, orderly, and attractive. There's magic in just touching an item and moving it! If you do not have time to keep your space primed, we would be happy to do this service for you for an extra \$25/month. If neither of these options are possible, we may contact you to find a solution. Dumping your products and expecting them to sell on their own doesn't always work.

## 2. Have Sales

Have sales as often as you want! It's up to YOU to tell us when you want your booth on sale. Email [info@highcottondickson.com](mailto:info@highcottondickson.com), call the store, or come in person to tell the manager or cashier the percentage of your sale and the duration of the sale. We prefer that you bring your own sale signage but if you live out of town, ask the employee to assist with it.

## 3. Agree to be Featured in the Front Window

If you want to be eligible to have your items featured in the front window, email [info@highcottondickson.com](mailto:info@highcottondickson.com), call the store, or come in person to tell the manager or cashier. If you don't want to be featured, let us know as well. If you agree to be featured, we will not ask permission to remove items from your booth to put in the front window. We will make sure to keep your booth looking great!

## 4. Test Your Price Points

Bring merchandise that ranges from a low to a high price point. Test! Test! Test! See what types of products and price points sell and replenish your stock with more of it.

## 5. Bring in Appropriate Items

Make sure your items are appropriate for the store and fit the atmosphere and quality. We love quality vintage, antique, gifts, home decor, and artisan merchandise that are clean, free of insects, dust, and in good condition. We do not want low-quality items, unwanted "yard sale" quality items, or items that have no collector or decorator interest.

## 6. Create a Cozy Environment

If possible, and if appropriate, set up indirect lighting through lamps and other small lights. Make sure all your lamps are hooked to a power strip so our staff can turn everyone's lights on and off quickly and efficiently.

## 7. Use String Tags

If you want to know what has sold at the end of each month, use string tags so we can keep them after each sale. If you use stickers, we can't guarantee that they'll be saved. Also, please note that our tag and inventory system is fallible. We do our best to cut every single tag during the sale but sometimes they go uncut. Please be patient with this system.

## 8. Create an Event

Vendors that set up tasting or demo events make significantly more revenue! Take initiative and talk to the manager about setting up an event. Create the event in Facebook and under Event Co-Host, tag High Cotton. Use our building and location for your benefit! If you'd like to host or help organize an event, we will use all the help we can get!

## 9. Get Active on Social Media

Request to join the "High Cotton Vendors" Facebook group. On your personal or business page, post often about your booth often and get your followers excited to come in. Share others posts and share High Cotton's posts too! If we all work together in getting customers in, we'll all have better sales! Tag @HighCottonDickson once in a while so we can share the post in return.

## 10. Be Patient

It can take time for a community to be aware of your presence at a local store. Be patient and give it time!

# High Cotton Vendor Agreement

106 E College St, Dickson, TN 37055

These Rules & Regulations are a part of the Rental Agreement and Vendor Application.

## Prices

Rental prices vary from \$1-7.50 per square foot depending on size and location of the booth. Booths, showcase, and wall rental space will be rented on a first-come, first-served basis. The rental contract is for a 3 month period and extended on a month-to-month basis thereafter. Vendors may be required to submit a \$50.00 security deposit. The deposit is used first for any damage. Deposits will not be returned if vendors move out before the required 90 day period or without a 30-day notice unless approved by Management. Vendors will receive a 10% discount for paying 6+ months ahead of time and a 5% for 3 months ahead of time after the initial 3 month minimum. Vendors may stock their booth anytime during store hours. You may not keep the staff after hours to work on your booth. The vendor may terminate the rental agreement by submitting notice to [cassie@highcotton dickson.com](mailto:cassie@highcotton dickson.com) by first day of the month.

## Rent Due

Rent is due the first day of the month for that month. If rent is overdue by 30 days, a fee of \$5 per day will be charged. If you fail to pay rent after 60 days, unsold merchandise may be sold by High Cotton to cover past due rent and cannot otherwise be removed from the market until rent is paid in full. Rent extends from the first day of the month to the last day of the month.

## Sales Tax

High Cotton will be responsible for the collection and payment of sales taxes to the Treasurer for the State of Tennessee. Vendors may not use the High Cotton sales tax number for their personal use. Payouts are post sales tax deduction.

## Commissions

A thirteen percent (13%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers credit card costs, marketing, advertising, staffing, general cleaning, and maintenance.

## Pay Periods

The close of business on or around the 26th of the month is the cut-off date for processing sales. Checks to vendors will be mailed or direct deposited during the first 14 days of the following month. We recommend using ACH as a payment method since physical checks take longer to receive. We may be closed on the following holidays: Easter, 4th of July, Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Years Eve, and New Years Day.

## Vendor Identification

All vendors will have an identification number and that number must be shown on all merchandise price tags. Only the owner of the merchandise will be allowed to remove unsold items.

## Pricing

Vendors must furnish their own tags with a price tag with readable notations on the front: Vendor ID, Price and Item

Description. Any other information the vendor deems necessary should be written on the back of the price tag. To protect the vendor, prices cannot be crossed out and replaced by another price written on the tag. Price tags must be securely fastened to merchandise. If a price tag is not visible on your products, we will attempt to contact you. If we cannot contact you, the staff has the right to estimate the value of the product and sell it. Please ensure all of your products have tags.

### **Housekeeping**

Vendors are responsible for keeping their own space and merchandise clean and orderly. High Cotton is responsible for maintenance of aisles, restrooms and common areas. High Cotton provides vendors with cleaning services of booth space. Of vendors prefer that we clean and organize the booth, there is a \$25 per month fee and includes vacuuming, dusting, and re-working of your booth rental space(s). By reworking the items, your merchandise looks new and insures an attractive display. If a vendor's booth becomes visibly dirty or dusty, the vendor will be notified to clean it. Vendors will keep all items within their rented boundaries. If you find a piece of merchandise that does not belong to you in your booth area give to High Cotton Staff and we will put in correct booth.

### **Prohibited Sales**

Management of High Cotton reserves the right to prohibit any item from being sold on the premises and reserves the right to refuse any merchandise we feel is incongruent with the owners' atmosphere and quality.

Items allowed:

- Quality vintage, antique, gifts, home decor, and artisan merchandise.
- Items that are clean, free of insects, dust, and in good condition

Items not allowed:

- Inappropriate for children, including bad language or pornography
- Live animals other than fish
- Low-quality items that have no collector or decorator interest
- Unwanted household items
- Drug paraphernalia, items containing alcohol, items containing flammable liquids, tobacco products
- Firearms, ammunition, fireworks or explosives, large gas/electric powered appliances (stoves, washers, dryers, etc.),
- Hazardous, dangerous, or endangered materials

Other Notes:

- If there is a defect on the item, the item should be marked "as is."
- Mechanical or electrical items that do not operate properly must be so noted.
- Any fines levied for selling improper goods are the responsibility of the vendor in question and High Cotton will not be held accountable.
- Fixtures or items used to display merchandise only may be tagged "NFS" (Not For Sale) unless they too are for sale.
- Smoking is not permitted at the front of the store but you may smoke in the back.

### **Sales**

Each vendor can set their own sales for their items. All items MUST have a price on it. It is strongly recommended you use the bright SALE tags in order to draw attention to the item and avoid any potential confusion for customers.

## Displays

All sales merchandise must be kept within each vendor's assigned space. Customer walkways shall not be obstructed by merchandise. Plastic shelving is not permitted and metal shelving must be approved by management for safety purposes. Booths must be kept in a neat condition. Natural, painted wood, or attractively constructed barriers between booths are encouraged to enhance the overall booth appearance. All construction plans such as painted walls or installed shelving must have prior written approval from High Cotton management. All construction cost will be borne solely by the exhibiting vendors. Vendors may not display their approved trade name signage within their rented booth, but may have their logo on the price tags.

All electric extension cords must be in undamaged condition and must be a 3 wire commercial style. No 'lamp cord' type extension cords are allowed. Power strips must have surge protection, per the local fire code. If the item is plugged directly into the wall then should be no problem. No plugs around corners or over the top of walls/partitions are allowed per the local fire code. Light bulbs must be CFL or LED and 25 watts or less. Antique/vintage tavern lights and similar items where CFL's or LED's may not be available will be evaluated on a case-by-case basis. No lit candles are allowed. No night lights (left on 24/7) are allowed.

All items MUST have a paper price tag attached (with string) with a clearly written PRINTED price (using the format of: (\$00.00), your booth/case number, and a small description of the item (this is for your protection to help avoid 'tag switching'). Using both sides of the tag is encouraged. Make your tag unique looking to discourage tag switching – Maybe use an odd color of ink (but bright and contrasting). Put your vendor number on both sides of the tag. NEVER change the price without changing the entire tag. This is for your protection. A clearly PRINTED tag is essential for you to receive correct credit. Adhesive backed tags are not allowed as employees would have a difficult time removing them from sold merchandise.

Strung tags are available at the front counter for a nominal fee. Vendors that have locked display cases within their booths obviously must give the management a key to have on hand to assist customers.

## All Laws Apply

Vendor shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all of their departments and bureaus applicable to this premises, and the renting vendor shall also promptly comply with and execute all rules, orders and regulations of the regional Underwriters Association for the prevention of fires at the renting vendors own cost and expense. All participating Vendors/Artists are responsible for maintaining proper State and local business license(s)/sales license(s).

## Move-Out

Move-outs shall occur on or before the last day of the current rental period. If vendor's items are not completely moved out with their space and cleaned by the last day of the month, they will be charged an additional month's rent. Management must be given a written 30-day notice in advance of a move-out by the first day of the month via email. Vendor must settle all overdue rent charges and damages before removing merchandise from High Cotton on move-out day. Booths must be left how they were received prior to set up and construction and all construction must taken down at end of rental period unless otherwise approved by management. A \$25.00 cleaning fee will be deducted from the deposit if booth is not cleaned after move out. High Cotton sales staff will not be available to assist vendors in transporting merchandise in or out of the building. Any merchandise left in the store after you move out will be surrendered to High Cotton. Please make sure you have all your products and displays by the last day of the month that you move out. **Once you begin the move-out process, you need to be fully moved out within 72 hours, no matter the size of your booth.**

## Methods of Payment

Vendors may pay their rent via check, money order, or ACH transfer. We cannot accept payment via credit or debit card and cannot accept cash as payment.

High Cotton will accept checks as payment for any item with proof of identity by a current driver's license and will be responsible for collection of bad checks.

All sales are considered final. Returns may be granted to customers in rare instances and will be evaluated on a case by case basis. An explanation will be provided to the vendor in question should a return occur.

All sales will go through the cash register of High Cotton. Any sales that do not go through the register will violate this agreement and serve as cause to terminate it. Vendors working in their booths may "deal" or reduce a price to a customer but are not allowed to complete the sale on premises without going through the register.

### **Losses and Insurance**

Vendor is responsible for his or her own insurance & premise liability. High Cotton will not be responsible for any loss or damage of merchandise, property or equipment, either from natural or unnatural causes, such as theft, fire, flood, wind, rain, or any other cause whatsoever. The owners carry building liability insurance in the case of fire and accidents as well as individual insurance on the contents of the building equipment and personal inventory in the case of theft, fire or accidents. Each vendor should carry their own insurance for their protection against theft, fire and damage. Management cannot insure inventory that we do not own. The signed contract acts as a waiver in removing High Cotton employees and its ownership from any responsibility.

High Cotton recommends that you have insurance as needed for your fixtures and merchandise on site. High Cotton has no obligation to nor will provide such coverage. For the security and protection of all vendors, a High Cotton employee must inspect vendor's boxes, packages, and any and all items being removed from the store. We will do what we can to protect your items but High Cotton cannot be responsible for any thefts of your items.

### **Termination of Agreement**

High Cotton requires a 30 day written notice when and if the vendor decides not to renew this rental agreement. High Cotton may immediately terminate this agreement upon written notification to the vendor if said vendor fails to comply with all terms of this agreement. Vendor agrees to remove all items from the booth within forty eight (48) hours after written termination and or non-renewal of this rental agreement. High Cotton shall have the right to remove the vendor items and exercise his lien rights on such items to secure and guarantee payments of all monies due to High Cotton.

The sale merchandise must be removed from the rented space for nonpayment of agreed rents, the vendor agrees to pay all labor removal costs plus a \$5.00 per day storage fee. If settlement of the outstanding account is not made within three (3) months, sale merchandise will be sold at auction to recover rentals, labor and storage fees and any incurred legal fees.

In the event High Cotton enforces such lien by obtaining possession of any property belonging to the Vendor, and if the Vendor does not redeem said property by paying the amount owed within fifteen (15) days after such seizure, High Cotton shall have the right to sell such property and apply all proceeds to the cost of removing and storing the property and all other costs of the sale and to the amount of rent due in that order. Any amount so remaining from the proceeds of such sales will be paid to the vendor.

Contract is subject to change.