

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 ande@highcottondickson.com by the 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. If 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 it to High Cotton Staff and we will put it in the 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/yard sale/junk 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 by bringing in their own signage and letting the employee at the register know when it starts and stops. All items MUST have a price on it.

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 or printed price, your booth/case number, and a small description of the item if you choose (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. 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.

String 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 remaining from the proceeds of such sales will be paid to the vendor.

Non-Compete Agreement

Once you are a vendor of High Cotton, you agree to not create a vendor-based store for a total of 24 months within a 10 mile radius of 106 E. College Street. You may, however, create your own store with a retail/wholesale business structure at any given time.

Contract is subject to change.