



Vendor Registration Form

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

Vendor Number: _____

Your Full Name: _____

Contact Email(s): _____

Phone: _____

Address _____

City/State/Zip: _____

Name of Your Business: _____

What Types of Products Do You Sell? _____

Social Media FB/Insta: _____

Secondary Email: _____

Your Bank Name: _____

Type of Account (Checking, Savings, etc.): _____

Bank Account Number: _____

Bank Routing Number: _____

I agree to make sure there are always enough funds in my account to cover rent. I understand that I will pay an NSF fee of \$40 if there are insufficient funds when rent is withdrawn.

Initials: _____

Vendor Signature: _____

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: _____

High Cotton Employee Signature: _____

Ande Truman: _____

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

_____ Signature of Person or Entity Granting the Release

_____ Print Name (Vendor)

High Cotton

Unique Gifts, Clothing & Decor



High Cotton is a collaborative group of vendors specializing in unique gifts, clothing, jewelry, home goods, and local, handmade products.

Our mission is to provide an inclusive and positive shopping environment for customers, an encouraging and profitable outlet for vendors, and a creative, empowering training ground for staff.

We are so glad you have chosen High Cotton to represent your business. Here are some tips that will help you as you get started!

The most successful vendors...

- Bring in new items and reposition inventory items on a regular basis (at least once per week). Pay attention to trends!
- Have a positive attitude and a collaborative mindset. They don't gossip, speak poorly of others, or complain.
- Take responsibility for the success of their business. They don't blame others if their sales are low.
- Are calm and patient with staff, treating them with respect, even if there is a problem.
- Believe in our mission to provide an inclusive and absurdly positive environment for both customers, vendors and staff.
- Stuff their space! The more items, the more sales. This doesn't necessarily mean a *larger* space, but a *full* space.
- Aren't afraid to ask other vendors for opinions on the products and their display.

Contacts (please put these in your phones):

1. Finances: **Christy Wilson /Nicole Worden** - finance@highcottondickson.com
2. Upgrading, Issues, 30-day Notice: info@highcottondickson.com
3. **Store Cell Number:** (615) 326-8147
4. **Business Owner:** (336) 693-4311 ande@highcottondickson.com
5. **Manager:** nicole@highcottondickson.com

Please don't contact in-store employees on their personal phones unless they reach out to you! Call/text the store number or email nicole@highcottondickson.com if you need anything.



Join the "High Cotton Vendors" Facebook Group!

3-month minimum commitment | 30-day notice | 15% commission on sales

Request to join the High Cotton Vendors Facebook Group! Important!

- **Can I make a sign with the price of multiple items?** Every single item in your booth needs a tag with your **vendor # and \$ on it**.
- **Will you ever touch or move my items?** We want to look like a unified retail store, so once in a blue moon, your booth may be slightly modified without notice.
- **Hangers:** You must **label your hangers with your vendor number** or we'll throw them away.
- **Inventory and Tag Printing System System:** Please use our new finance system with UPC codes. This will make checkout faster and give you a clear view of your inventory.
- **How do I get started?** Our staff will send you an email with your login information. The software is called Ricochet. On the next page you'll find instructions to get started.

Rent & Sales:

1. **How do I pay rent? And is rent taken out of sales?** Rent will be taken out of your checking account **between the 1st-5th of each month**. Sales will be deposited into your account between the 1st-5th of the month. **Rent and sales are two separate transactions**.
2. During the payout period, we submit rent and payout to your bank on the same day. In some cases, your rent might be withdrawn from your account before your payout is processed. Please make sure your account has enough funds for rent to be withdrawn in case your bank withdraws before it pays. High Cotton is not responsible for any overdraft fees
3. **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. All finance questions need to go to finance@highcottondickson.com.
4. **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. The in-store staff also receive 10% off their purchases.
5. **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 nicole@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. Elevator is for items only, NOT humans!
3. Call the store ahead of time so we can unlock the back door and be ready for you.
4. 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.
5. If you want us to keep an extra eye on your booth, please purchase a Wyze camera on Amazon. They retail for around \$30.

Move Out:

1. **We require a 30-day notice if you leave by emailing info@highcottondickson.com** 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.

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 primped, 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, 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. 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.

4. 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.

5. 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.



Join the "High Cotton Vendors" Facebook Group!

6. Use Ricochet

Ricochet is an incredibly easy-to-use tool to print UPC tags, keep track of your inventory, and check your sales on a minute-by-minute basis. Embrace the new system and use it to its full potential!

7. 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 on 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!

8. Get Active on Social Media

Request to join the "High Cotton Vendors" Facebook group. On your personal or business page, post 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.

9. 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!

10. Have a good attitude!

Believe it or not, vendors with negative or skeptical attitudes generally don't do as well as those who are positive and hopeful! Instead of complaining about problems, the most successful vendors come to management with solutions.

Speaking of attitudes, if a conflict arises between you and another vendor or staff person, please do your best to resolve these issues privately. If the issue is with a staff member in person, I recommend that one of you send a follow up email or text to reiterate what was discussed and decided in case a third party becomes involved.

If private resolution is not possible, the next step is to contact Ande directly for mediation. If the conflict still cannot be resolved, all discussion about the conflict needs to cease during business hours. Under no circumstance should there be arguing in front of customers.

DO NOT talk to other staff members or vendors about the conflict or about those involved while in High Cotton. Vendors, please DO NOT vent to the staff. Go directly to Ande with your concern.

Gossiping or venting to others about unresolved conflict can not be tolerated within the walls of High Cotton. If you cannot adhere to these guidelines, you may be asked to leave.

How to Add Inventory

highcotton.ricoconsign.com/login

User: firstlast

Pass: Highcotton1!

- Log into your Ricochet account
- Ask for help if you don't remember your login
- Click "Inventory"
- Click "Add New"
- Under "Product Name" type in your vendor number/your item name (Ex: #21 Blue Scarf)
- Under "Price" type in your product price
- Under "Qty" type in your quantity of the item. NOTE: your quantity must match how many tags you print. EX: If you put in a qty of 2, you cannot print anymore than 2 tags for that item.
- Add the brand, description, etc. if you want
- Click "Save"
- Click "Add new item" to create a new item

How to Print Labels

- Log into your Ricochet account
- Ask for help if you don't remember your login
- Click "Inventory"
- **CREATE & PRINT NEW ITEM:**
 - Yellow "Add New" button
 - Type in **vendor #**, product name, price, and quantity.
 - Add the brand, description, etc. if you want
 - Green "Save" button
 - Blue "Print Labels" button
 - Print
 - Note: The # of labels needs to match your product quantity or the register will produce an error.
- **PRINT LABEL FOR PRE EXISTING ITEM**
 - Scroll down to find it (or search for it)
 - Check little box to the left of the item name click
 - Blue "Print Labels" button
 - Continue with "Print Labels" instructions above
- Leave some change or cash (if you're printing a huge order) in the tip jar please!
- Click the "Logout" button
- Take the labels and label your items at home, or in your booth.

High Cotton Vendor Agreement

106 E College St, Dickson, TN 37055

The following are terms and conditions governing the contractual relationship between High Cotton and its Vendors.

Prices

Rental prices vary depending on size and location of the booth. This rental contract is for a 3 month period and extended on a month-to-month basis thereafter. The 3 month commitment is a commitment to the specific space you are renting; vendors can not change booth spaces until the 3 month commitment is over.

Restocking

Vendors may stock their booth anytime during store hours and may not keep the staff after hours to work on their booth. Vendors may not have their own unauthorized key to the store under any circumstances. In rare occurrences, some vendors may have after-hours access but staff reserves the right to revoke such privileges to that vendor at any time.

Rent Due

Rent extends from the first day of the month to the last day of the month. Rent is due the first day of the month for said 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.

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. We do not provide any tax forms, nor are we involved with your business tax process.

Commissions

A **fifteen percent (15%) commission** will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This helps cover our operating costs.

Payout Periods

The close of business is on the last day of the month which is the cut-off date for processing sales.

Closing the Store

Management makes all decisions regarding **closing the store in case of weather, holidays, emergencies, or other appropriate circumstances** (ex. Covid). High Cotton does not guarantee any prorated reimbursement for rent in these situations and will be handled on a case-by-case basis.

Tags & Inventory

Vendors must use our inventory software, Ricochet, to handle their inventory and must use the UPC tags either provided by the store or from your own approved label printer. Each tag must have your vendor number, description, and price on every single item in your space. 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 or may choose to not sell it depending on the circumstance.

Security tag stickers and clothing attachments are provided for free to each individual vendor. Starting with 2 sheets of stickers, more provided if needed. Clothing tags are reusable and we ask you to place them on a spot on the item the cashier can find and remove at checkout.

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. 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. Some examples of prohibited items are:

- Inappropriate for children, including bad language, sexually implicit items, or pornography. In some cases we may not prohibit sexually inappropriate products but may ask you to cover the product with an 18+ label.
- Low-quality items that have no collector or decorator interest, unwanted household/yard sale/junk items
- Drug paraphernalia, items containing alcohol, flammable liquids, tobacco and weed products, etc.
- Firearms, ammo, fireworks or explosives, hazardous, dangerous, or endangered materials
- Copyrighted items
- Edible products made at home are allowed if you adhere to the Cottage Law label requirements.

Other Notes:

- If there is a defect on the item, the item should be marked "as is."
- 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.

Sales & Discounts

Each vendor may 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 still MUST have a price on it.

Displays

All merchandise must be kept within each vendor's assigned space. Customer walkways shall not be obstructed by merchandise. Plastic shelving is not permitted. 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.

Construction: All construction plans such as painted walls or installed shelving must have prior approval from High Cotton management. All construction costs will be borne solely by the exhibiting vendors. If the vendor builds a more semi-permanent or permanent display installation, such as walls, backdrops, half-walls, painted areas, textured backgrounds, lights, etc. please be aware of your costs as it will likely need to stay installed when you leave. When the vendor moves out, it is up to management as to whether it stays or must be taken down. We almost always prefer that it stays. If it stays, High Cotton is not required to pay for the display. If there is any damage from leaving the displays, it is up to the vendor to patch the damage.

Extension Cords: 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. 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. No lit candles are allowed. No night lights (left on 24/7) are allowed.

Lights: Do not attempt to use any battery operated lights. Our lighting is all automated with smart plugs so make sure your lights are not only used with an extension cord or a power strip, but also plugged into a GoSund smart plug.

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.

Methods of Rent Payment

Rent and sales are two separate transactions coming in and out of your account usually between the 1st and 5th of the month, but in very rare circumstances there may be a delay and we do not guarantee payout before the 5th. These transactions are completed through ACH. Rent is taken from your account and sales are deposited into your account. You must keep enough in your account to cover paying rent during this time period. If we debit your account for rent and there is not enough in the account, you will be charged a chargeback fee. We are not responsible for Insufficient Funds fees.

If your account is in debt with us for any reason, we will use your profit to pay off that debt before sending payouts.

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.

Store Returns

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 of your products that do not go through the register will violate this agreement and serve as cause to terminate it. For example, if your product is in the store and you sell it via Facebook Marketplace, your customer needs to come buy it in the store. 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

Vendors are responsible for their 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,

breakage from staff or customer, 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, but not for your products. Management cannot insure inventory that we do not own. High Cotton and its employees are waived from any responsibility.

Move-Out & Termination

We require a 30-day notice at minimum. **The vendor may terminate the rental agreement by submitting notice to info@highcottondickson.com**. Management has the right, depending on the circumstances, to adjust this 30-day window. 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. High Cotton management reserves the right to terminate this agreement and require an immediate dismissal as a vendor. If an immediate dismissal is required, the vendor will not receive a refund for days not used.

Your move-out should happen on or 1-2 days before your agreed upon move-out date. Once you begin the move-out process, you need to be fully moved out within 48 hours, no matter the size of your booth. You must clean up your space after you've moved out and our staff will provide those supplies if needed. This includes sweeping, dusting, patching holes, etc. If the space is left in poor condition, High Cotton reserves the right to deduct a cleaning fee via ACH. 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.

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.

Non-Compete Agreement

Once you are a vendor of High Cotton, you agree to not create a vendor-based store for a total of 12 months within a 1 mile radius of 106 E. College Street. You may, however, create your own store with a retail/wholesale business structure at any given time.

Unpaid Dues

In case of extended unpaid dues, 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 months due. If the sales 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, sales 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.

This contract is subject to change.