



Unique Gifts, Clothing & Decor



HIGH COTTON VENDOR HANDBOOK & AGREEMENT

Vendor Number: _____

Your Full Name: _____

Contact Email(s): _____

Phone: _____

Address _____

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: _____

To be filled out by High Cotton staff:

Today's Date: _____

Move-In Date: _____

Booth Location: _____

Monthly Rent: _____

First Month's Prorated Rent: _____

High Cotton Employee Signature:

VENDOR AGREEMENT, RELEASE & HOLD HARMLESS

By signing this form, Vendor acknowledges and agrees to all terms outlined in the High Cotton Vendor Agreement Contract, including all policies, procedures, financial obligations, and operational requirements contained therein.

I, intending to be legally bound hereby, do agree to release from liability, indemnify, and hold harmless High Cotton GP, High Cotton, and any employees, agents, representatives, affiliates, or related parties (the "Released Parties") from any and all claims, demands, causes of action, damages, losses, or liability of any kind.

This release applies to any and all liability for Personal injury, Death, Property loss, and Property damage whether occasioned by or arising out of participation in, presence at, or operation within High Cotton.

The undersigned further agrees to abide by all rules, regulations, policies, and procedures established by High Cotton and its management, including any future amendments.

This agreement is binding upon the Vendor and any business entity represented.

_____ **Date Signed**

_____ **Signature of Person or Entity Granting the Release**

_____ **Print Name (Vendor)**

_____ **Signature of Person or Entity Being Released**

_____ **Print Name**

Initials: _____

Vendor Signature: _____

VENDOR ONBOARDING MEETING OVERVIEW

- 3-month minimum commitment AND a 30-day notice when you leave OR if you change spaces
- 15% commission on sales
- Join the “High Cotton Vendors” Facebook Group
- You’ll use our vendor Ricochet Consignment software.
- Rent and sales payouts are separate transactions and usually occur between the 1st and the 5th of each month. Rent is backdated, so you are paying for the month prior, not the upcoming month. Sometimes rent is withdrawn before payout depending on the bank. **You must keep enough in that account to cover rent**, otherwise, you may have to pay an Insufficient Funds fee. If that happens, an invoice will come via email. If it’s not paid within 15 days, we cancel our contract.
- You’ll learn how to use Ricochet for all your inventory and tagging. It’s very simple, don’t worry. We’ll teach you the basics before you leave and more instructions are attached.
- High Cotton will occasionally hold 10% off sales.
- You can run your own sales.
- Read the prohibited item list.
- Depending on your space, we recommend bringing your own lights. Please make sure it’s plugged into a smart plug (not battery operated).
- If you want to keep an eye on your space, please buy a Wyze camera and we’ll set it up.
- It’s your job to keep your space clean, tidy, and full.
- We recommend coming in at least once per week to restock, reorganize, or tidy up.
- Be sure to tag @highcottondickson on social media if you make a social post and we’ll do our best to repost.
- High Cotton is not responsible for theft or damage of your goods.

Please take time to read through this contract in detail and keep it handy in case you need to refer to it in the future.

1: WELCOME

Your Assigned Vendor # is: _____

Welcome! 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.

2: CONTACT INFORMATION & COMMUNICATION

30-Day Notice, Finance Questions, & Manager Communication: info@highcottondickson.com

Store Text Line (Immediate Questions): **615-326-8147**

Vendors may not contact in-store employees on their personal phones unless those employees initiate contact. All official communication must go through the store number or email listed above.

3: BOOTH RENTAL TERM & COMMITMENT

Each vendor agrees to a 3-month initial commitment tied to their specific booth space. After the initial term, the agreement continues on a month-to-month basis. If the vendor moves to a different space, a 30-day notice is still required, and they agree to a new 3-month commitment.

Whether a vendor is moving out or moving to a new space, a written notice via email to info@highcottondickson.com is required. **Failure to provide proper notice results in being charged one full additional month of rent, regardless of early removal of merchandise.**

4: RENT, PAYOUTS & NSF POLICY

Rent and sales payouts are usually processed via ACH between the **1st and 5th** of each month. **Rent is backdated.** This means rent for the previous month is withdrawn during the first week of the following month.

Rent and sales payouts are **separate** transactions. Although submitted to your bank on the same day, your bank may process them in a different order. Rent may withdraw before your payout is deposited.

Vendors **must maintain sufficient funds** in their account to cover rent during this period. High Cotton is not responsible for overdraft fees. If insufficient funds are available, or if incorrect bank information is provided, a \$40 NSF/chargeback fee will be applied. The vendor will receive an **emailed invoice**, so please stay on top of your emails!

If your banking information changes, you must immediately **notify info@highcottondickson.com**. Failure to update information will result in additional chargeback fees.

If an invoice for rent and/or NSF fees is not paid within 15 days, **the contract will be terminated and your merchandise will be removed** from the vendor's space and stored. If unpaid after 60 days, merchandise may be sold in a commercially reasonable manner, including as store inventory, to recover unpaid rent and related expenses.

The vendor may redeem items during this period by paying the **full outstanding balance** via cash, check, or Venmo. Payments for unpaid balances will not be withdrawn through ACH. If your account is in debt for any reason, High Cotton may apply your profits toward that balance before issuing payout.

5: COMMISSION, SALES & RETURNS

A **fifteen percent (15%) commission** is charged on all items sold. This commission is deducted from vendor payouts and supports operating expenses of the store.

All sales must go through the High Cotton register. Vendors may not complete private transactions inside the store. If a vendor sells an item via Facebook, Instagram, or any other platform while the item is physically in the store, the customer must complete the transaction through the register. Vendors may adjust pricing for a customer, but the sale must still go through the register.

High Cotton may conduct store-wide 10% promotional sales. Store staff receive a 10% discount. This discount does not stack with vendor sales.

Vendors may run their own sales by:

- Informing staff of the percentage and timeframe
- Providing your own signage
- Ensuring all items still display a price

All sales are final. Returns are rare and handled on a case-by-case basis. Vendors will be notified if a return occurs.

6: SALES TAX & LEGAL COMPLIANCE

High Cotton collects and remits Tennessee sales tax. Vendors may not use High Cotton's sales tax number for personal use. Payouts are issued after sales tax deduction.

High Cotton does not provide tax forms and is not involved in vendors' personal tax processes. Vendors are responsible for their own business taxes and compliance with all local, state, and federal laws. Vendors shall comply with all statutes, ordinances, fire codes, safety regulations, and other applicable laws.

7: INVENTORY, TAGGING & RICOCHET SYSTEM

All vendors must use the Ricochet inventory system. Each item must have a UPC tag including Vendor number, Description, and Price. For example “#123 Item Name”. You will need to type your vendor number into the product name on Ricochet.

The **quantity** entered into Ricochet must match the **number of items in the booth**. Otherwise, there will be an error when we ring it up.

Every single item must have a price tag, so please do not attempt to make one sign for multiple items.

If an item does not have a visible price tag, staff may:

- Attempt to contact the vendor
- Estimate the price
- Decline to sell the item

Security tag stickers and clothing sensors are provided at the front counter.

Defective items must be marked “As Is.”

Hangers must be labeled with vendor number or they will be discarded.

8: MERCHANDISE STANDARDS & PROHIBITED ITEMS

We welcome quality vintage, antique, gift, home décor, clothing, and artisan merchandise that is clean and in good condition. Management reserves the right to refuse or remove any merchandise that does not align with the store’s atmosphere or quality standards.

Prohibited items include:

- Pornography or sexually explicit or suggestive material
- Items inappropriate for children
- If you have swear words on your products, talk to the manager about how to appropriately display them
- Junk or yard-sale quality items
- Drug paraphernalia
- Alcohol or tobacco products
- Firearms, ammunition, explosives
- Hazardous or endangered materials
- Copyrighted goods
- Unapproved taxidermy

Cottage Law food products must meet proper labeling requirements. Any fines resulting from improper merchandise are the responsibility of the vendor.

9: BOOTH STANDARDS, DISPLAY & CONSTRUCTION

Merchandise must remain within assigned space. Walkways must not be obstructed. High Cotton may slightly modify or adjust booths to maintain a unified retail appearance.

Plastic shelving is not permitted. Booths must remain clean and orderly. Vendors are responsible for their space. High Cotton maintains common areas.

Major construction requires prior approval, such as semi-permanent installations or lighting modifications. Construction costs are the vendor's responsibility. Semi-permanent installations may remain after move-out at management discretion. If removed, the vendor is responsible for patching damage.

Extension cords must be commercial 3-wire with surge protection.

We highly recommend bringing some sort of plugged in light or lamp to your space. Do not use candles or battery-operated lights. Please plug every light into a Smart plug provided in your booth. Contact the manager if you do not have a smart plug in your space.

Cameras: If you want to keep an extra eye on your booth, please purchase a Wyze camera and a memory card for it on Amazon. They retail for around \$40. The staff will add the camera to our account and then share access to your email address. Please label it with your vendor number.

10: BOOTH CARE, MERCHANDISING & VENDOR SUCCESS

Vendors are responsible for keeping their booth and merchandise clean, organized, and visually appealing. High Cotton maintains aisles, restrooms, and common areas. **If a booth becomes visibly dirty, dusty, cluttered, or neglected, the vendor will be notified and expected to correct it promptly.** Please alert staff to messy areas that need attention.

Booths must remain neat and within rented boundaries at all times. Merchandise may not extend into aisles or neighboring spaces.

If you find merchandise in your booth that does not belong to you, give it to High Cotton staff so it can be returned to the correct vendor.

Vendors are encouraged to create a warm, inviting display when appropriate to their merchandise. Indirect lighting such as lamps or accent lights is recommended.

Merchandise that is regularly reworked and refreshed sells better than merchandise left untouched. Vendors are expected to visit regularly, preferably at least once per week, to restock inventory, reposition and rotate items, and keep displays clean and attractive.

Simply placing items in a booth and expecting them to sell without maintenance rarely produces strong results. If a booth is consistently neglected, staff may contact you to find a solution.

Vendors may restock and adjust their booth anytime during store hours.

Vendors may not remain after hours to work on their booth, ask staff to stay late, or have unauthorized entry codes. In rare cases, after-hours access may be granted. Management reserves the right to revoke access at any time.

Vendors who perform well typically:

- Bring in new inventory regularly
 - Bring merchandise across a range of price points
 - Track what sells, replenish what moves, and adjust what does not
 - Keep their booth full (A full, well-maintained booth consistently outperforms a sparse or neglected one.)
 - Rework merchandise often
 - Maintain a positive, respectful attitude
 - Avoid gossip and negativity
 - Take responsibility for their sales
 - Support the store's inclusive and positive environment
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11: DIGITAL MARKETING & PROMOTION TIPS

Create or host an event: Assist the staff in creating events, such as tastings, demos, launches, or themed events. Speak to the manager if you're interested.

Get Active on Social Media: Request to join the "High Cotton Vendors" Facebook group. Then, post regularly on your personal/business pages or public groups about new inventory, restocks, seasonal items, sales, your creative process, and store events.

Tag @HighCottonDickson on Facebook, Instagram, and TikTok when posting about your booth so we can see and share your content. The more consistent you are, the more visibility you build.

Leverage Public Groups: When appropriate and relevant, try to comment on public community Facebook posts where High Cotton is mentioned. When we support one another, we increase reach and bring more customers through the door.

Be Patient and Consistent! It takes time for the community to recognize your brand within a multi-vendor store. Consistency builds awareness. Posting once and stopping does not. Keep showing up. Keep posting. Keep restocking. Vendors who combine strong merchandising with steady online promotion typically see stronger long-term sales.

12: MOVE-IN POLICY

Vendors must coordinate move-in with store staff.

The freight elevator is for **merchandise only**, not people. We recommend unloading your items in our back parking lot. The door stays locked so you will need to walk up the alley through the front door.

No staff assistance is provided for moving or transport.

Failure to move in on a scheduled date without communication may result in contract termination, or a different prorated rent amount.

13: MOVE-OUT & TERMINATION POLICY

A **30-day written notice via email to info@highcottondickson.com** is required for move-out or booth changes. High Cotton must be fully paid any outstanding rent amount before removing merchandise. Failure to provide 30-day notice results in being charged a full additional month's rent.

Move-out should occur on or 1–2 days before the agreed date. Once move-out begins, the booth must be completely cleared within 48 hours.

Vendors must clean space including sweeping, dusting, patching holes, and removing debris. If space is left in poor condition, a cleaning fee may be deducted via ACH.

If items remain after move-out, they will be held for 48 hours. After 48 hours, items may be considered abandoned. Abandoned items become property of High Cotton.

Displays left behind will be assumed to be donated to the store.

High Cotton reserves the right to immediately terminate this agreement for contract violations. No refunds are given for unused rent days.

14: INSURANCE, LIABILITY & HOLD HARMLESS

High Cotton is not responsible for theft, damage, loss, fire, flood, wind, breakage, or any other cause. Vendors may carry their own insurance, as our insurance does not cover vendor merchandise.

Vendor agrees to release, indemnify, and hold harmless High Cotton and its employees from any liability related to vendor property or activity.

15: CONDUCT & CONFLICT RESOLUTION

Conflicts should be resolved privately. No arguing in front of customers. No gossiping or venting to staff. Be polite to our staff, please. Violations may result in dismissal.

16: NON-COMPETE AGREEMENT

Vendors may not open a vendor-based store within a 1-mile radius of 106 E. College Street for 12 months after leaving. Retail or wholesale formats are permitted.

17: GENERAL PROVISIONS

Management may close the store due to weather or emergencies without guaranteed prorated rent. If the store does need to close, vendors will not have sales for the time the store is closed.

All vendors must comply with all applicable laws.

Contract terms are subject to change.

How to Add Inventory

Website: highcotton.ricoconsign.com/login

User Login: **Username:** firstlast

Password: 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** then your **item name** (Ex: #21 Blue Scarf)
- Under "Price" type in your product's 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 number 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.