

Consignment Connection, LLC
2679 Ramada Rd.
Burlington, NC 27215
(336)221-8888

Vendor Number: _____

Vendor email: _____

Vendor's Phone Number: _____

Booth Rental Agreement

1. This agreement is made this _____ day of _____ 20____ by and between _____ (hereinafter VENDOR) with its principal address at _____, _____ and Consignment Connection, LLC located at 2679 Ramada Rd. Burlington, NC 27215.

1A. Both parties to this agreement understand and acknowledge that this entire agreement is COMMERCIAL in nature.

2. VENDOR agrees to pay Consignment Connection, LLC the current amount of \$2 per sf downstairs and \$1.85 per sf upstairs per month. Based on the size of the booth(s) selected the rent will be \$_____. If the square footage changes, the rent will change based on the square footage price above. We reserve the right to increase the square foot price by giving 30 days notice and all other terms remain in effect. If the vendor keeps the booth past the 30 days when the increase takes effect then their rate will change accordingly.

3. **Term of Agreement:** This agreement shall become effective _____ and shall remain in effect on a month to month basis until terminated by either VENDOR or Consignment Connection, LLC. Vendor must give thirty (30) day's prior written notice to terminate.

(a) The VENDOR agrees to pay the first month's rent before VENDOR takes responsibility for assigned booth space(s). The rent for the next month's rent will be automatically deducted from the VENDOR account at the end of the month. We will inform any VENDOR whose account is short by the first of the next month so they can pay the rent to avoid any late charges. If funds are not available in the VENDOR account to pay the rent by the **10th of the next month, a late fee of \$20.00** will be added. The amount due will be deducted from the VENDOR account as funds are available from sales.

(b) Consignment Connection, LLC will also retain 13% commission on all VENDOR Sales. Commission fees shall be deducted from monies collected from the sales of VENDOR's items. We reserve the right to increase the commission by giving 30 days notice and all other terms remain in effect. If the vendor keeps the booth past the 30 days when the increase takes effect then their rate will change accordingly.

(c) After the first month, VENDOR will be paid by Consignment Connection, LLC before the 10th day of the following month for their previous month's merchandise sold.

4. **ITEMS FOR SALE:** Items for sale will be pre-approved by Consignment Connection, LLC and Consignment Connection, LLC reserves the right to reject display of any item they deem inappropriate. VENDOR agrees to provide for display and sale, items that are appropriate with the theme of Consignment Connection, LLC and are in accordance with local, state and federal laws and regulations.

- (a) **The VENDOR must have good and marketable title to all the merchandise and its interest in the merchandise. All the merchandise must be free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions or restrictions. A breach of this sub-paragraph 4(a) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.**
- (b) **VENDOR must not be in any violation of any copyrights, patents, trademarks, trade names or trade secrets. “KNOCK OFFS” are prohibited from being sold. A breach of this sub-paragraph 4(b) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.**
- (c) **VENDOR will not violate any law, regulation or decree by offering for sale such merchandise. A breach of this sub-paragraph 4(c) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.**
- (d) **The following items are NOT allowed in the booths:** Items that smell like smoke or animals. Flammable liquids - please empty all oil and grease from containers. NO tobacco; alcoholic beverages; live animals; used mattresses; firearms; pornography; motorized vehicles; damaged items (including noticeable stains, cracks, breaks, missing parts, etc); items containing infestations, mold or mildew; items of a discriminating nature; prepared food items (however packaged items not in need of being refrigerated are allowed).
- (i) Any initial breach of this sub-paragraph 4(d) shall subject VENDOR to an additional charge of five dollars (\$5.00) for each day in which the prohibited item was known to be in the booth.
- (ii) A second or subsequent breach of this sub-paragraph 4(d) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.
- (iii) Consignment Connection, LLC may, at its discretion, charge VENDOR an additional \$5.00 upon any second or subsequent breach of this sub-paragraph 4(d) instead of seeking to enforce its right of reentry. In doing so, however, Consignment Connection, LLC shall retain the right of reentry upon any third or subsequent breach.
- (e) **Each item for sale must be tagged** (tags must be approved by Consignment Connection, LLC) with VENDOR number, description and price. To change prices on your booth items, mark through the old price and place your initials on the tag. Items without tags will not be sold. Tags must be able to be removed by cashier so **NO STICKERS** will be allowed directly on the item.
- (f) We have a no return or refund policy but there are exceptions that arise. Consignment Connection reserves the right to refund a customer if we feel it is in the best interest of the company. The refund will be reflected in returned sales for vendor.
- (g) If the VENDOR is running a sale on an entire booth, a clear sign will be posted on the booth and management and cashiers must be notified by the VENDOR and must sign the “booth sales” book so we can get the sale into the system. We are unable to do a sale on certain items in a booth unless you mark through an item on your tag and initial it as described in (e) above.
- (h) **Merchandise is to be kept fresh.** VENDOR agrees to maintain and replenish inventory on a bi-weekly basis at a minimum. If merchandise is slow to move, VENDOR is expected to reduce the price to move the item within 90 days.

(i) **Liability for any Implied Warranties rest exclusively with VENDOR.** VENDOR shall indemnify and otherwise hold harmless Consignment Connection, LLC for any liability arising from the breach of an implied warranty concerning any assets or merchandise sold in VENDOR's booth. VENDOR accepts sole responsibility for making any exclusion or modification of its obligations under N.C. GEN. STAT. §§ 25-2-316 and/or 25-2A-214. IMPLIED WARRANTIES IN WHICH VENDOR SHALL BARE SOLE RESPONSIBILITY UNDER THIS SUB-PARAGRAPH 4(h), INCLUDE:

- (i) the IMPLIED WARRANTY OF MERCHANTABILITY, under either N.C. GEN. STAT. § 25-2-314 or N.C. GEN. STAT. § 25-2A-212;
- (ii) the IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE under either N.C. GEN. STAT. § 25-2-315 or N.C. GEN. STAT. § 25-2A-213; and/or
- (iii) the IMPLIED WARRANTIES AGAINST INTERFERENCE AND AGAINST INFRINGEMENT under N.C. GEN. STAT. § 25-2A-211.

5. **BOOTH:** VENDOR agrees to accept the booth in its present condition and upon termination of this agreement to return the booth in the same condition as it was originally rented in.

- (a) VENDOR, at their expense, may add improvements to their booth with the written consent of Consignment Connection, LLC. VENDOR agrees to return booth to original condition unless otherwise agreed to by Consignment Connection, LLC.
- (b) Any store items (floors, walls, etc.) damaged during the time of the VENDOR area rental will result in a charge of fixing/repairing the location.
- (c) VENDORS are responsible for keeping booths clean (which includes dusting and sweeping), safe and stocked at all times. VENDORS are responsible for displaying merchandise attractively to promote a positive atmosphere for the customers and fellow VENDORS.
- (d) All items must be kept within the boundaries of your booth. Fire code requires all isles to be kept clear at all times.
- (e) Customers are allowed 5 days to pick up their items and they must remain in the booth after purchase until pick up.
- (f) All VENDORS will be required to show the associate on duty any items being removed from Consignment Connection, LLC and be prepared to show photo identification. Only the person listed on the agreement will be able to remove items from the VENDOR booth.
- (g) VENDORS shall not assign or sublet their booth.
- (h) Electricity is available in selected booths – only LED lighting is allowed in booth spaces and Consignment Connection, LLC reserves the right to limit the wattage amount in use.

6. **Miscellaneous.** VENDOR will obey all laws pertaining to the operation of his/her independent business, and will comply with all the regulatory agencies and remit any and all applicable taxes (state, local, federal, personal and business).

- (a) Consignment Connection, LLC agrees to collect applicable sales tax on sales of VENDOR's items and remit applicable taxes to the taxing authority.
- (b) Consignment Connection, LLC is not responsible for losses whatsoever. Acts of God, theft, accidental breakage, water damage and other occurrences will not be our responsibility. We will do

our best to monitor the safety of your items with employee surveillance as well as alarm and monitoring systems. VENDOR is responsible for obtaining insurance to cover theft, fire, liability or any other loss protection insurance they deem necessary. Consignment Connection, LLC does not carry insurance of any kind for booth VENDORS or their merchandise.

- (c) **Consignment Connection, LLC reserves the right to refuse to do business with or immediately terminate any VENDOR that acts in a manner deemed detrimental to either store staff, customers, other vendors to including but not limited to outbursts, unprofessional conduct, harassment, physical abuse, verbal abuse, etc. Any breach under this sub-paragraph 6(c) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.** We wish to provide an atmosphere of customer service and good will toward others and want each customer and vendor to have a good experience in our store.
- (d) Consignment Connection, LLC will provide a sales staff, computerized sales reports, utilities and management for the facility.
- (e) Notwithstanding anything contained herein to the contrary, Consignment Connection, LLC may, at its option, terminate this agreement at any time with or without cause. VENDORS are required to give a 30 day written notice to terminate this contract.
- (f) In the case of an incident that causes Consignment Connection, LLC to be unable to open such as fire, flood, acts of nature or in the event of the company changing locations, the VENDOR waives the right to pursue damages from Consignment Connection, LLC.
- (g) **Willful destruction of property.** VENDOR shall not willfully and unlawfully demolish, destroy, deface, injure or damage any property belonging to Consignment Connection, LLC, or remove any parts thereof in any other manner; and/or shall not unlawfully and willfully burn, destroy, pull down, injure or remove any fence, wall or other enclosure or any part thereof, built or standing upon the premises or booth; or cause any other destruction of property which might constitute a violation of N.C. GEN. STAT. § 42-11 (as may be amended from time to time), regardless of whether VENDOR is actually charged with any crime or misdemeanor under that Section. Any breach under this sub-paragraph 6(g) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.
- (h) **Wrongful surrender.** VENDOR shall not willfully, wrongfully and with intent to defraud Consignment Connection, LLC, give up the possession of the rented space or booth leased on the premises to any person or entity other than Consignment Connection, LLC; or cause any other wrongful surrender of property which might constitute a violation of N.C. GEN. STAT. § 42-13 (as may be amended from time to time), regardless of whether VENDOR is actually charged with any crime or misdemeanor under that Section. Any breach under this sub-paragraph 6(h) shall be deemed a MATERIAL breach of this ENTIRE Lease Agreement, upon which Consignment Connection, LLC specifically reserves the right of reentry.

7. If VENDOR is found to be in default of this agreement, the VENDOR shall have their rights to use of the premises suspended and/or shall cause for immediate termination of this agreement. At the discretion of Consignment Connection, LLC this agreement and/or booth rental privileges may be reinstated but not until such time as any rents or fees has been paid in full and/or other violation of this agreement has been corrected. VENDOR grants Consignment Connection, LLC specific authorization to remove or relocate any personal property or merchandise from the sales floor for storage purposes. VENDOR further understands and authorizes Consignment Connection, LLC to sell or dispose of any unclaimed merchandise in the VENDOR's booth in order to cover past due rents/fees, in accordance with N.C. GEN. STAT. §§ 42-36.2(b) and 42-25.9(g)-(h) (as may be amended from time to time). If VENDOR fails to pay all lease payments and fees within ten (10) days after termination, the VENDOR's property shall, without further notice, be considered abandoned and become the sole property of Consignment Connection, LLC.

8. If any provision of this Agreement should later be deemed to be invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

8A. Special Election under N.C. GEN. STAT. § 42-26(c). In any action for ejectment based upon a breach of this lease agreement, upon which the right of reentry has been reserved, any acceptance of partial rent payments or similar charges does not waive the VENDOR’s breach for which the right of reentry was reserved, and any exercise of such a provision does not constitute a violation of Chapter 75 of the North Carolina General Statutes. The terms of this paragraph 8A are made applicable pursuant to N.C. GEN. STAT. § 42-26(c) (as may be amended from time to time), *as enacted by S.L. 2012-17 (H.B. 493).*

9. Consignment Connection, LLC will have normal operating hours of Monday-Friday 10am-6pm, Saturday 10am-5pm and Sunday 1pm-5pm. This schedule may change without notice and can vary during the holiday season, inclement weather or other circumstances out of our control. Access to your booth(s) is only available during normal operating hours.

10. VENDOR agrees to indemnify and hold Consignment Connection, LLC, its successors and assigns, harmless against and in respect of all losses, costs, expenses, liabilities, or damages, including counsel fees reasonably incurred of resisting same, whether incurred directly or indirectly by Consignment Connection, LLC, resulting from inaccurate representation or warranty made by VENDOR in this agreement or in any document delivered hereunder or from any breach by VENDOR of any of the warranties of statements or default in the performance by VENDOR of any of the covenants or agreements which Consignment Connection, LLC has relied upon in entering into this agreement.

10A. By entering into this lease agreement, VENDOR expressly understands and acknowledges that it is not a member, manager, officer, agent or employee of Consignment Connection, LLC, and has no actual or apparent authority to act on behalf of Consignment Connection, LLC, or any of its managers, officers, agents or employees. Nothing in this agreement shall be interpreted to the contrary. In the event that Consignment Connection, LLC should be held liable (whether in whole or in part) for any of the actions (or inactions) of VENDOR, or VENDOR’s agents or employees, then VENDOR agrees to indemnify and otherwise hold harmless Consignment Connection, LLC, in full, for any damages or other liability incurred or related to such action(s).

11. In the event that any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or related to this agreement, any modification(s) and/or amendment(s) to this agreement, or other subsequent dealing between the parties should be litigated, I acknowledge and select the state and/or federal courts of either GUILFORD County and/or ALAMANCE County, North Carolina, as the sole and exclusive venue(s) for any such litigation.

12. As the vendor, I acknowledge that all items presented are mine to sell and are free of all liens and encumbrances. This agreement is executed under SEAL and may not be modified or amended unless by consent, in writing and signed by both the Vendor and an authorized representative of the LLC.

13. I agree to the above terms and conditions. This agreement constitutes the total agreement between both parties and will be governed and construed by the laws of the State of North Carolina.

Vendor:

Consignment Connection, LLC

(SEAL)

(SEAL)

Date:_____

Date:_____