

Dealer / Vendor Agreement

Booth Rental:

Three (3) month minimum initial commitment, then month to month thereafter.

Monthly Booth Pricing \$3.00 per square foot. Walls only may be subject to different pricing structure based on the wall at owner's discretion.

Booths are priced and go into effect the first day of each month, payable in monthly installments, and due no later than the 10th day of each month.

After the initial 3-month lease, a 1-month lease will automatically renew for each additional subsequent month unless 30-day written notification is provided by the dealer.

Security Deposit:

Equal to 1-month rent and due upon signing.

Method of Payment:

Dealers/Vendors must provide Merchants on Bee with bank account information for direct deposits and/or auto deductions. By the 10th of the month, Merchants on Bee will deposit profits from merchandise sold, less dealer fees and rents, into the dealer's bank account from the previous month. Dealers/Vendors will be able to enjoy the dealer portal allowing real time updates of sold merchandise and inventory.

Fees for services provided by Merchants on Bee:

Merchants on Bee will retain 15% of the sale price for all merchandise sold by Dealers/Vendors. This fee covers the administrative expenses and overhead provided by Merchants on Bee.

Dealer/Vendor fees and/or booth rental will be deducted from accumulated sales of the previous month. If Dealer/Vendor fees and/or booth rental exceed the vendor sales, payment due to Merchants on Bee by the Dealer/Vendor will be auto deducted from the checking/savings account on file. If Dealer/Vendor's account has insufficient funds to cover payments due, there will be a 10.00 insufficient funds fee added to the amount due. If Dealer/Vendor is unable to make payments for fees due, their unsold merchandise will be sold by Merchants on Bee to cover past due dealer fees and cannot be otherwise removed from the Merchants on Bee until dealer fees are paid in full. Dealer/Vendor fees extends from the first day of the month to the last day of the month.

Termination of Lease by Dealer/Vendor:

In the event a Dealer/Vendor wishes to discontinue the booth rental agreement after the initial 3-month lease period, a 30-day written notice is requested.

Termination of Lease by Merchants on Bee:

Merchants on Bee has the right to terminate a Dealer/Vendor's privileges immediately if policies are not adhered to. If the Dealer/Vendor prematurely terminates the agreement, Merchants on Bee reserves the right to invoice for the full balance of the agreement plus all incurred fees due.

If the sales of a Dealer/Vendor's merchandise do not cover the said Dealer/Vendor's rents for 3 consecutive months, Merchants on Bee reserves the right to not renew the vendor's contract. It is in both, the Dealer/Vendor's and Merchants on Bee's, best interest that we house product that sells and works for our customer base.

Merchants on Bee will provide the following:

Merchants on Bee will be responsible for the collections of sales tax from each customer and will make payment of this tax to the Georgia Department of Revenue.

Vendor/Dealer's may not use Merchants on Bee sales tax exempt number for their own personal use.

Merchants on Bee offers one of the best software programs for this industry, Simple Consign. With this program, as a Dealer/Vendor you will have real-time access to your sales.

Merchants on Bee will offer a bar coded price tag to be placed on every item.

Merchants on Bee offers 2 back access points for Vendors bringing in new merchandise.

Vendor/Dealer's will park in the back without blocking access to the delivery doors available for receiving merchandise. Vendor/Dealers will park in the back gated lot and enter through the back door.

Merchants on Bee will provide a cashier/sales counter person for daily operation.

Merchants on Bee's primary duty is to Open and Close, manage the facilities, oversee daily sales operation's and transactions.

Merchants on Bee's owner and staff will do our best to assist in greeting all guests. For this to truly be a success, Vendor/Dealers are encouraged to be present whenever possible to work their booth, assist guests, answer questions, and encourage sales. Only Merchants

on Bee's staff and trained vendors will be permitted to process sales transactions. Merchants on Bee is only required to have one person present and welcomes any Dealer/Vendor available on the premises to assist with customers.

Dealer/Vendor Responsibilities:

Dealer/Vendor is responsible for his/her own insurance. Merchants on Bee 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 causes whatsoever.

Dealers/Vendors are responsible for printing and placing cards or tags on each item identifying the Dealer/Vendor that is selling this item.

The Dealer/Vendor agrees to maintain their space, and to keep it replenished.

The Dealer/Vendor and Merchants on Bee will work hand in hand on the displaying of item's the Dealer/Vendor wishes to sell. Merchants on Bee staff will have final word as to display location.

Dealers/Vendors are responsible for keeping their booth/showcase or space clean & dusted.

Walkways must remain clear of obstruction.

All sales merchandise must be kept within each vendor's assigned space.

No electrical items with cloth or frayed cords may be plugged in at any time. Testing of said items is allowed at the front register's outlet.

All lightbulbs must be LED. No incandescent bulbs are permitted.

If you are in an area where painting walls is permitted, your wall color must be approved.

All merchandise must be clearly marked, and accurately tagged. All tags should be secured in a manner that the tag cannot be easily displaced.

Items being used for display purposes ONLY must be clearly marked with your Dealer/Vendor name and marked as "DISPLAY ONLY" or "NOT FOR SALE".

Pricing, Discounting and Selling of Merchandise:

Pricing for each item is determined by the Vendor/Dealer.

Merchants on Bee will not automatically give a buyer 10% off unless the buyer requests it. 10% off is eligible for all items unless marked "Do not discount" or "Artist Price".

Most original art has set pricing by the artist to retain its value as a collector's investment in the art. Always respect the artist if an item is marked "Artist Price".

Occasionally, an artist will discontinue a collection or series and discount those items. In this case, the artist will tag appropriately as discounted. If a Dealer/Vendor needs to

change a price on an item, this needs to be done through Merchants on Bee staff. All pricing and inventory need to be accurate with our Simple Consign program. Merchants on Bee reserves the right to prohibit any item from being sold on the premises. All sales will go through the computer/cash register at Merchants on Bee. Any sale that does not go through the register will violate this agreement and serves as a cause to terminate it. Dealer/Vendors working in their booths may negotiate a special deal or a reduced price to a customer but are not allowed to complete the sale on premises without going through the Merchants on Bee register.

Liability:

Merchants on Bee owners and employees are not responsible for any resulting damage, loss, injury, or legal action. Dealer/Vendor is responsible for any desired renter's insurance. The Dealer/Vendor will sell at their own risk. Merchants on Bee will monitor all goods in the shop to the best of their ability. Merchants on Bee has a video camera system in place to see throughout the store. We will make every effort to safeguard your inventory with the cameras, and signage.

All property placed or moved into the premises shall be at the risk of the exhibiting Dealer/Vendor or owner thereof, and Merchants on Bee shall not be liable for any damage to said property, or to the lessee arising from theft, bursting or leaking of water pipes, roof damage or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever causes damage to said property.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement and the property rendered untenable, then the lessor shall have the right to render said premises tenantable by repair within ninety days there from or to cancel this lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

It is hereby agreed and understood that in the event Merchants on Bee decides to remodel, alter, or demolish all or any part of the premises leased, or in the event of the sale or long term lease of all or any part of the building, the renting dealer hereby agrees to vacate same upon receipt of thirty days written notice and is returned any advance rents paid on account of this lease effective the date they vacate the property.

Marketing and Branding:

Merchants on Bee retains the right to display and market products through its web site, social media pages, promotional events, advertising, and in-store displays. Dealer/Vendors are encouraged to advertise through their own channels such as their own website and social media platforms. Merchants on Bee also encourages you to tag, pin, or comment on any of the Merchants on Bee social media sites as a means of bringing visibility to the venue and to you. Only positive posting and promoting of your Co-Vendors is permitted. If you have anything negative to say, please discuss your objections in person with the said Dealer/Vendor or management of Merchants on Bee. Printed materials such as flyers and cards will placed in areas of the city or used as mailing to consumers for marketing.

Scheduled Move Out Dates:

Move-outs shall occur on or before the last day of the month. Holdovers will be charged an additional month's Dealer fees. Management must be given a written 30-day advanced notice of a move-out **BY THE FIRST DAY OF THE MONTH**. Vendor/Dealer must settle all overdue dealer fees charges and damages before removing merchandise from Merchants on Bee on move-out day.

A Merchants on Bee staff member must be available during all Dealer/Vendor Move-outs.

Merchants on Bee is a **Smoke-free** building.

Smoking is not permitted on the premises or within 25 feet of the doorway where smoke can drift in.

Hours of Operation:

Merchants on Bee will be closed on some holidays (Christmas Eve, Christmas Day, Thanksgiving Day, Easter, New Year's Day, and St. Patrick's Day) and reserves the right to close at the owners' discretion. Hours of operation will be posted. Due to our location and the road closings, we reserve the right to close the day of Savannah's Rock & Roll Marathon. Memorial Day, July 4th, and Labor Day are normal retail sale days. Owner/Management reserves the right to make decisions to open or close on any, and all holiday's during any given year.

Items permitted include but are not limited to:

Items made by custom wood workers
Items made by custom iron or steel workers
Painted Vintage Furniture
Upcycled/Refinished/Repurposed Furniture
Antiques
Collectibles (Baseball Cards, Memorabilia, Vinyl records, mid-century items)
Art (oils, watercolor, digital)
Art (glass, jewelry, upscale handmade crafts)
Locally made or locally inspired gift items

Items not permitted include but are not limited to:

Merchants on Bee does not permit the sale of pornography from any era, drug paraphernalia or animals, flea market quality furniture or cheap knick-knacks. Management reserves the right to refuse any merchandise we feel is inappropriate.

Methods offered for Customer Payments:

Merchants on Bee accepts cash, credit cards, debit cards for items being taken at check out. If payment is by check, checks must clear the bank before item can be picked up, approximately 5 business days.

We hope this answers your questions. We look forward to working with you. It is our goal to provide a safe, organized, and clean environment that will only enhance the shopping experience for our guests.

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Merchants on Bee shall have the right to make other reasonable rules and regulations, as it deems proper and may amend the same, and these shall be binding to all dealers.

I, _____ have read and understand the above agreement between Dealer/Vendor and Merchants on Bee. I agree to all rules and regulations. Merchants on Bee and the Vendor/Dealer have executed this agreement this day of _____, 2020.

Dealer Name: _____
Doing business as: _____
Dealer Social Security Number or Tax I.D. #: _____
Dealer address: _____
Dealer Phone Number: _____
Email: _____

Space Location: _____
Monthly Rent for space: _____

To be deducted on the 1st day of each month from:

Name on Account: _____
Bank: _____
Routing Number: _____
Account Number: _____

Dealer/Vendor/Renter Signature

Date Signed

Merchants on Bee Owner/Representative

Date Signed