

VENDOR/MERCHANT AGREEMENT

DATE:

This business agreement is entered on ____/____/____ between **FOREST CITY**

MERCHANTS LLC and _____. The business/ Merchant is referred to as a vendor hereafter.

- The vendor is responsible for the buildout of the booth. This means that we provide the booth and the vendor may add any additional personal cases, hangers, tables, shelving and anything else needed to present your products.
- Forest City Merchants LLC is not responsible for any damaged/ lost/ stolen property that vendor may have.
- Vendors are not permitted to receive any mailings or packages to **10 Cooley Ave Middletown CT 06457**.
- Forest City Merchants reserve the right to remove any items that are hurtful, sexist, racist, or just not in any good taste. Forest City Merchants has the right to terminate any lease with Vendor if the owners deem it necessary.
- All payments for space leasing are due on the 5th of every month unless otherwise permission is granted by Forest City Merchants.
- If no payment is received by the 10th of the month, booths/cases will be shut down until payment is rendered.

Any date after the 10th of the month until the 20th is considered late. Late fee is \$20.00 the first time and \$40.00 every instance there after. If the account continues to be delinquent (5 times or more a year) , vendors wishing to continue using our services would need to sign a short term lease per 90 day period and pay 90 days in advance.

- If a vendor becomes 30 days delinquent on account without proper notification and authorization by owners Jason and Bob. All vendor items will be held by owners. Vendors have 90 days to pay past due balance after 90 days vendors items become possession of Forest City Merchants.

These rules are in place to keep fairness to all. Forest City Merchants is running because of your businesses! If there are any questions or concerns please reach out to us forestcitymerchants@gmail.com! We understand that sometimes things in life happen communication is key for any relationship.

- This is not a contracted agreement. This is a monthly lease term.
- If you would like to discuss any possible changes to size of booth, additions, subtractions, placement and so on please email a request by the 20th of the month so we may have time to adjust prior to next billing.
- Mondays and Tuesdays Forest City Merchants will remain closed to shoppers, so you may update your product.
- All proceeds with your items sales are yours. Any card transactions for the month will be calculated and Forest City Merchants will recoup the 3% charges per transaction. (This is what the credit card folks charge us)
- Vendor is not to stay on grounds other than to set up product, change product on days stated above or if they are breaking down booth/case.

(Forest City Merchants has posted surveillance throughout the premises. Staff will be posted at all entrances and exits.)

- No open flames or fires on property.
- No improper wiring (extension cords or wires that potentially may cause a fire.)
- Vendors on property during shopping hours without shopping are considered loitering and may be requested to leave the premises.
- If a vendor violates these rules and regulations they will be removed and asked not to return as a vendor or as a shopper.
- If vendor would like electricity for their station that is an extra \$30.00 per month
- If it's a rented case through FCM with lighting electricity will be no extra charge.

Date

Vendor/business authority

Forest City Representative.

Bob Tripoli- Owner Bob@forestcitymerchantsct.com
Jason Braley- Owner Jason@forestcitymerchantsct.com
Lady K- Merchant Liaison ladyk@forestcitymerchantsct.com

10 Cooley Ave
Middletown CT