



POP ROC VENDOR AGREEMENT

Purpose: This agreement is made by and between you, the Vendor, and Variant Cafe, LLC dba POP ROC. Our mission is to share childlike faith, joy and wonder with everyone with a core focus on service. Our core values are to have fun, be creative, build community, and safety. We are a small cafe that sells comics, collectibles, food and beverages. We seek to partner with local Vendors who share our mission and values. This agreement may be adjusted from time to time and POP ROC will provide a copy to the Vendor. The Vendor will have the choice to either accept or withdrawal from moving forward.

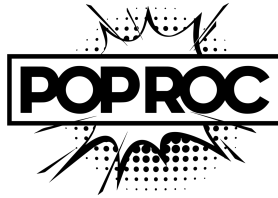
Commissions: Unless otherwise agreed upon, a ten percent (10%) commission will be charged on all items sold. This amount will be deducted from the monthly Vendor payment. This covers leased space rental, credit card costs, staffing, retail supplies, marketing, and maintenance.

Sales Tax: POP ROC will be responsible for the collection and payment of sales taxes. Vendors may not use the POP ROC sales tax number for their personal use.

Lease Agreement: The leased space rental will commence from the noted start date in agreement located at 337 East Avenue, Rochester NY and poprochester.com. A full thirty day cycle will commence the first of every month, therefore if the start date is in the middle of the month, the lease payment of \$20 is waived. Vendor will be responsible for a month to month lease. The agreement is month to month after the initial two months of the commence date. If monthly sales do not meet a minimum of \$20 or more, we will not be able to continue the lease for the following month unless the Vendor provides a payment of \$20 to cover expenses. During the term of the lease, Vendors may not walk in and just take their items without a prior written request and a seven day notice. Unless there are extreme circumstances that require immediate removal of items, like a fire or a company going out of business, lease terms must be fulfilled.

Pay Period: The close of business on the last day of the month is the cut-off date for processing sales. Payment to Vendors will be deposited or paid out via PayPal, Venmo, or another mutually agreed upon notation in the Otherwise Agreed Upon section of this agreement by 3pm on the fourth day of the following month. All commissions and sales taxes collected are deducted from gross sales. A statement of the month's sales activity will be provided with the check.

Additional Earnings: POP ROC provides opportunities for Vendors to earn extra money besides selling their goods. If a Vendor would like to conduct a workshop or pop-up to the public, POP ROC may provide a venue for their workshop or event. A discussion and space rental agreement between the Vendor and POP ROC are required before setting a time and date for the event. Vendors holding events or workshops at POP ROC must have approval from POP ROC before creating and sending marketing materials via internet, mail or flyers.



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Pricing: POP ROC will provide barcode labels to each Vendor when they are available. Each item will be assigned a SKU # to keep track of inventory and pricing. Any other information the Vendor deems necessary should be written on the back of the price tag. Price tags must be securely fastened to merchandise. The barcode tag must be securely affixed to each item so we can make sure to record your sales. Vendors are responsible for tagging their own merchandise. To protect the Vendor, prices cannot be crossed out and replaced by another price written on the tag. If you put an item on sale it needs a new label with the new price.

Vendor Identification: Only individuals with permission of the Vendor (owner of merchandise) will be allowed to remove unsold items or pick up checks from POP ROC. Please let us know if anyone other than the Vendor who signs this agreement is going to be involved.

Merchandise & Displays: This is a curated market. Our guidelines are designed to meet our shared goal of achieving a high level of sales and customer interest. Lack of quality, Vendor participation, communication and low inventory cause a negative impact on other Vendors and POP ROC. Management reserves the right to refuse any merchandise we feel is inappropriate. Vendors are required to check and stock their inventory. If a Vendor is unable to participate or restock their inventory with quality goods and fails to communicate their situation, POP ROC will send a 30 day vacate letter for Vendors to remove their items from the store. If Vendor fails to remove their items from POP ROC within 30 days of the date on which the notice was mailed and emailed, POP ROC has the right to dispose of the items in any matter POP ROC determines to be appropriate and the Vendor will hold POP ROC harmless. All sales merchandise must be kept within each Vendor's assigned space. Customer walkways shall not be obstructed by merchandise. All items in your space must be clearly priced and bar coded with your Vendor labels. POP ROC reserves the right to dust, clean, and rearrange the merchandise.

Online Sales: POP ROC reserves the right to add Vendor items to the online store, poprochester.com. With this POP ROC asks for support material such as product photos, descriptions, any additional information that would be important for shoppers to know. These photos should be in either png or jpg file formats.

Insurance: Vendor acknowledges that POP ROC does not insure items provided by Vendors. Vendor agrees to hold POP ROC harmless of any damage and or breakage or theft. POP ROC does use a building security system with motion and door detectors for hours that the business is closed. Vendor is instructed and encouraged to consult his or her insurance company and obtain insurance for all items placed at POP ROC.

Marketing and Social Media: POP ROC will provide individual Vendor access to market Instagram and Facebook posts. Vendors are encouraged to use these free resources to promote their



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merchandise. We ask that the Vendor provide a high resolution png logo, up to five sentence short bio, and a high quality jpg or png product photo and any links to social platforms and/or website to be added to the POP ROC website under COMMUNITY.

POP ROC Brand: POP ROC was founded with the intention to have an impact that is bigger than ourselves and lasts beyond our generation. We live by our core values of fun, creativity, community, and safety. We expect everyone we partner with to abide by these core values as well. If at any time there is a violation of these core values during the course of the lease, POP ROC reserves the right to immediately terminate the agreement. If a Vendor proceeds in an agreement with another restaurant/retailer that poses a conflict of interest, POP ROC reserves the right to immediately terminate the relationship. Our mission is to share childlike faith, joy and wonder with everyone with a core focus on service. Our brand extends beyond the walls of a brick and mortar shop. Our community expects us to live up to our mission and values, and we have worked hard at doing this. Our brand has been built on the trust of the community. This trust extends to anyone we work with, so it is a huge responsibility. If at any time a Vendor threatens POP ROC's reputation and service with malicious intent, POP ROC reserves the right to immediately terminate the agreement. If such immediate terminations were to happen, POP ROC will schedule a time with the Vendor after open hours of operation for the Vendor to pick up their belongings. A check will be mailed or electronic payment will be provided for sales on the fourth day of the month in what would be the regularly scheduled payment.

All Laws Apply: Vendors shall abide, at all times, by the codes, ordinances, and regulations of the city, county, state and other governmental agencies having jurisdiction over the conduct of the Vendor's business.

Credit/Debit Cards and Mobile Payments: POP ROC will accept payment by MasterCard, Visa, Discover and American Express, prepaid and reward cards with any of the above logos, and contactless payment methods (e.g. Apple Pay, Android Pay.)

Code of Conduct: All Vendor items must abide by the POP ROC mission and core values. All items must be labeled rated for specific ages. Under no circumstances will we accept work that promotes discrimination, bullying, nudity, a political agenda. We cannot accept work that could pose a safety hazard to our guests, i.e. artwork that has sparkles or loose chalk or sharp edges. If you are a food or beverage Vendor, proper certifications and permits are required. We do not serve alcohol.

Vendor Selection: Vendor selection is at the sole discretion of POP ROC. Please note that all applications will be reviewed and a selection process will make the final determination of Vendors that will participate. Please note that not all Vendor applications can be accepted but will be kept on file for future dates.



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Safety Guidelines: Vendor has received, read, and accepts POP ROC'S [safety guidelines](https://www.poprochester.com/safety-guidelines) regarding COVID-19 located online at <https://www.poprochester.com/safety-guidelines>. Vendor understands that all items must go through the appropriate safety precautions encouraged by government and health officials and to adhere to POP ROC'S core values. If a food or beverage food handler, the food must be prepared and transported or distributed according to CDC, ServSafe and National Restaurant Association health and safety guidelines.

Otherwise Agreed Upon Notes:

Vendor First and Last Name:

Vendor Telephone Number:

Vendor Email Address:

Vendor Mailing Address:

Vendor Start Date:

Contact me with price inquiries? CALL TEXT NO

I have read the Vendor Agreement and accept the conditions as stated.

Vendor Signature

Date

Variant Cafe LLC dba POP ROC

Date