Lancaster Antique Mall

 **RENTAL AGREEMENT TERMS AND CONDITIONS**

This agreement is made on the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_\_\_ and is between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter TENANT) and the Lancaster Antique Mall (hereinafter) LAM, located at 90 Central Avenue, Lancaster, NY, 14086.

1. The Agreement shall become effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (move in date) and shall remain in effect on a month to month basis until terminated by the TENANT with a thirty (30) days prior written notice to LAM or at any time by LAM.

2. LAM has the right to refuse to sell any merchandise.

3. LAM agrees to provide a secure display case to TENANT for display of TENANT'S saleable items and agrees to provide a reasonable number of staff to service customer inquiries and subsequent sales of TENANT'S merchandise.

4. TENANT agrees to have good and marketable title to all the merchandise and its interest in the merchandise, whether personal, mixed, tangible, and intangible.

5. TENANT agrees that all merchandise shall be free and clear of mortgages, liens, pledges, charges, encumbrances, claims, conditions, or restrictions, except those specifically disclosed by the TENANT to LAM or the prospective purchaser.

6. No other person, other than TENANT, shall have any claim or interest, in the merchandise being offered for sale by the TENANT.

7. TENANT will not violate any laws, decrees, or regulations by offering for sale any merchandise in violation of any copyrights, patents, trade secrets, trade names, or trademarks.

8. TENANT agrees that all merchandise offered is not damaged and in good working order except as specifically disclosed by TENANT to LAM or proposed purchaser in writing.

9. LAM agrees to execute sales of TENANT'S merchandise per pricing and instructions provided by TENANT. Special sales in cases must be submitted one week in advance in writing to LAM. All signage referring to individual case sales must be posted on the interior of the case to prevent tampering by the public.

10. TENANT agrees to provide for display items that are appropriate with the theme of the LANCASTER ANTIQUE MALL and are in accordance with Local, State, and Federal laws and regulations. Items deemed for flea market resale are not considered appropriate.

11. TENANT agrees to maintain and replenish inventory in its rental cabinet on a weekly basis at a minimum.

12. TENANT agrees to maintain its rental cabinet in a clean and orderly manner with all merchandise and prices visible to the proposed customer. Cases are provided with four shelves; Monthly fee ($5.00) per additional shelf.

13. TENANT agrees that all tags shall be legibly written and shall contain, **VENDOR ID NUMBER**, accurate description of item, and price (Case number not needed).

14. TENENT will provide ID prior to opening case for set-up, replenishing, or moving out.

15. LAM agrees to collect applicable sales taxes on sales of TENANT'S items and remit such taxes to the applicable taxing authority.

16. LAM agrees to provide TENANT with a complete accounting of items sold and remittance of monies collected within ten (10) days after the closing of each calendar month.

17. TENANT is required to provide a federal tax ID number and a Social Security number. LAM will supply TENANT with a year-end paperwork for reporting income to the state and federal government, if requested.

18. LAM shall be paid a monthly fee of $50.00 per month for each occupied display case rented by TENANT. Rental fee(s) shall be paid prior to the first rental month and for subsequent month(s), by the first of the rental month. A late fee of $5.00 shall be incurred by TENANT after the 5th of the month if rent is not paid per agreement.

19. LAM shall also be paid a monthly 10% commission on all TENANT sales. Commission fees shall be deducted directly from monies collected from the sales of TENANT'S items.

20. LAM shall provide general property and liability insurance on its premises. LAM shall provide general security measures and monitoring of facility.

21. TENANT shall be liable for losses arising from theft. TENANT shall be liable for events outside the control of LAM.

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

23. LAM reserves the right to reject display of any of TENANT'S saleable items that the LAM deems inappropriate.

24. All local state and federal laws, excepting only its conflict of laws provisions, shall govern the validity, construction, and performance of this Agreement and all controversies and claims arising hereunder. Any dispute arising of this agreement shall be the exclusive jurisdiction of the State of New York.

25. TENANT agrees to identify and hold LAM, 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 LAM, resulting from any inaccurate representation or warranty made by TENANT in this agreement or in any document delivered hereinafter of from any breach by TENANT of any of the warranties of statements or default in the performance by TENANT of any of the covenants or agreements which LAM has relied upon entering into this agreement.

26. TENANT must give LAM a 30 Day written notice of leaving before renting is stopped. If TENANT does not give written notice with their final rent payment, they will be charged next months’ rent of $50.00

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signed)

NYS Tax Exempt #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SS # or Driver’s License \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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LAM Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_