



12825 Red Arrow Highway, Sawyer, MI 49125
Phone: 269-405-1063 Fax: 269-426-3333

Booth Space Rental Agreement

THIS AGREEMENT made and entered into on this date: _____, 20____
by and between Sawyer Antique Mall (SAM) and its designated agent(s) and the renter or
Dealer of booth space (herein after referred to as "Dealer")

Dealer Name: _____ Telephone: (____) _____

Address: _____

_____ Cell Phone: (____) _____

Dealer acknowledges that this contract relates to the following:

Booth Square Monthly
Space(s): _____ Footage: _____ Rate: _____

Booth Square Monthly
Space(s): _____ Footage: _____ Rate: _____

It is expressly acknowledged that Sawyer Antique Mall is engaged in the business of transacting sales of works of art, antiques, furniture, rugs, decorative art items, costume jewelry, and fine jewelry as well as other items of household, retail, hotel or office related furnishings and accessories.

Dealer represents that they are solely and individually entitled to enter into this agreement with respect to all items they will place and sell within Sawyer Antique Mall. Dealer further represents that at the time of entering into this contract with Sawyer Antique Mall and at all times in the future they (the Dealer) are the true and lawful owner(s) of all items they represent and transact as for sale, have obtained said items by lawful means, solely have the legal right to authorize sale of said items, and that the items are free and clear of any and all liens, mortgages, security interests or other encumbrances. Dealer further agrees to hold harmless and indemnify Sawyer Antique Mall, its owners, managers, agents, and employees harmless and free from any liability and or responsibility by misrepresenting the above, including but not limited to all demands, claims, suits, judgments, or other liability asserted by or awarded any person or entity arising by reason of Dealer's ownership, possession and/or sale of any or all items.

Dealer agrees to compensate Sawyer Antique Mall the equivalent of \$1.25 per square foot of floor space (minimum 10 square feet) on the first day of each month. **A VALID CREDIT CARD IS NECESSARY TO RENT BOOTHSAPCE AND WILL BE KEPT ON FILE DURING THE DURATION OF THE RENTAL AGREEMENT.** The first month's payment is due at the initiation of this contract and no space will be reserved without payment of the first month's rent and a valid credit card being kept on file. Subsequently each month's rent is due on the first of the month – renter may elect to have this rent deducted from the previous month's sales and the difference accounted with any balance being charged to the dealer's credit card on file. In addition, Sawyer Antique Mall will collect and retain as commission the sum equal to 10% of the sale price for all items as compensation for services. The balance of each months total sales less this 10 percent commission, less booth rent, and less the sales tax will be remitted to the seller via check. Checks are generally issued around the 15th day of each month for the sales that occurred in the period of the previous month. Sawyer Antique Mall will collect any sales taxes due on the gross proceeds and pay to the State of Michigan.

For each and every day a booth renter (dealer) is delinquent on their rent beyond 30 days a fee of \$1.00 per day will be charged. If a booth renter (dealer) is delinquent beyond 60 days items in the booth will be sold and negotiated independent of booth renters input with the intention to settle the debt. If a booth renter is delinquent on rent for 90 days items in booth will be automatically placed into consignment, and all terms of consignment contract including 30% commission on sales, will apply and balance of proceeds will be applied to delinquent booth rent. Only if proceeds from items sold exceed the debt owed will payment be remitted to the booth renter (dealer).

Dealer acknowledges that the Sawyer Antique Mall does not insure items placed in booth spaces. Dealer agrees to hold harmless Sawyer Antique Mall of any damage and or breakage or theft. Sawyer Antique Mall does utilize a building security system with motion and door detectors for hours that the business is closed. Dealer is instructed and encouraged to consult his or her insurance company and obtain insurance for all items placed at Sawyer Antique Mall.

Dealer expressly acknowledges that they are not an employee of Sawyer Antique Mall. In addition, Dealer agrees to hold harmless Sawyer Antique Mall from any and all responsibility related to any harm or personal injury Dealer may suffer related to their "Booth" pursuits with respect to this agreement.

Sawyer Antique Mall agrees to act in good faith in seeking to sell item(s) located in the Dealer's booth space and will not relocate assigned booth space without first contacting Dealer. **DEALER MUST HAVE ALL ITEMS TAGGED AND PRICED FOR SALE AT ALL TIMES IN BOOTH. ITEMS SHOULD BE CLEANED, TAGGED, AND PRICED PRIOR TO ARRIVING AT SAWYER ANTIQUE MALL.** Sawyer Antique mall offers no facilities for cleaning, storage, restoration, or processing of Dealer's items. At any time items owned by a Dealer are found outside of contracted booth space these items will be relocated to the Dealer's contracted booth space or at the discretion of Sawyer Antique Mall the dealer will be charged monthly for the additional occupied space at a rate of \$1.25 per square foot (square footage determined at the discretion of Sawyer Antique Mall).

Dealer (booth renter) acknowledges understanding and agreeing that Sawyer Antique Mall and its agents, employees, and representatives are authorized to negotiate up to 10% off the indicated price on behalf of the booth renter (dealer) with regard to the price of items contained in booth and represented as being for sale. From time to time Sawyer Antique Mall and its agents, employees, and representatives may phone the booth renter (dealer) to present additional offers made by customers to buy items contained in dealers (booth renters) booth and offers indicating a discount of over 10% off the listed item will require booth renter (dealers) expressed consent.

Sawyer Antique Mall may change any and or all terms of this agreement by informing Dealer of said change and date said change will become effective. Furthermore, Sawyer Antique Mall may elect to terminate this agreement with the dealer at any time without reason or cause. If such termination of agreement is enacted dealer shall have 14 calendar days to remove items from the booth space and premises. If the dealer's items are not picked up within two weeks of the end of the dealer / booth space relationship Dealer agrees to pay Sawyer Antique Mall a storage fee of \$10.00 per day until the

Dealer's items are picked up, for a period of up to sixty (60) days. These charges will be applied to the credit card on file.

If the Dealer's items are not removed from Sawyer Antique Mall within a period of sixty (60) days after the termination of the Dealer / Booth Period as indicated in this contract, Sawyer Antique Mall is free to dispose of the item(s) noted above in any manner Sawyer Antique Mall determines to be appropriate and the Dealer will hold Sawyer Antique Mall harmless.

At any point upon the completion or termination of the Dealer / booth space relationship the Dealer agrees that if items have not sold they will pick the items up or arrange for pick up at their own expense.

Dealer (Seller) Signature: _____ Date: _____

Dealer (Seller) Printed: _____

Sawyer Antique Mall Signature: _____ Date: _____

Sawyer Antique Mall Printed: _____

TIPS FOR A SUCCESSFUL BOOTH EXPERIENCE

- **Work your booth FREQUENTLY – such as every few weeks....Dust, Clean, and rearrange. Merely repositioning your items in your booth will draw attention and increase sales.**
- **Do not dismantle your booth or block access to your booth or the spaces around it on Saturday or Sunday. These are high traffic and high volume sales days.**
- **All booth in take must occur through the back door and no intake of large items should occur after noon on Saturday or Sunday.**
- **All items in your booth need to be clearly priced with your booth number on the tag. Sawyer Antique Mall will not make phone calls to inquire about prices. You may want to leave an inventory sheet with prices for reference by SAM should a tag become lost.**



12825 Red Arrow Highway, Sawyer, MI 49125
Phone: 269-405-1063 Fax: 269-426-3333

MULTIPLE BOOTH RENTAL DISCOUNT

FIRST BOOTH – FULL PRICE

SECOND BOOTH – FULL PRICE

THIRD BOOTH – 10% off all 3 booths

FOURTH BOOTH – 20% off all 4 booths

WINTER DISCOUNT (JANUARY AND FEBRUARY) – 35% OFF ALL BOOTH SPACES (CALCULATED OFF FULL PRICE RENTAL COST)