

**Old Town Junction Vendor Partnership Agreement  
(BMS LLC)**

Vendor Name: \_\_\_\_\_

TAG ID Number: \_\_\_\_\_

Booth # \_\_\_\_\_

Monthly Rent: \_\_\_\_\_ (due by the 5th of each month)

Security Deposit: \_\_\_\_\_ Paid by: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

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

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

\_\_\_\_\_

Old Town Junction may discount any item, over \$100, at a 10% rate unless marked firm. This contractual agreement, made up of the Old Town Junction Commitment and Vendor Commitment entered as of the date agreed, is between Old Town Junction (OTJ), and the vendor indicated below. I understand this contract is a legally binding document. OTJ reserves the right to terminate this contract immediately for any reason.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
OTJ Associate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Old Town Junction Antiques Commitments**

- OTJ promises to create the opportunity for you to **thrive** in a **creative community** of like minded vendors.
- OTJ promises to hire and train a one-of-a-kind staff to run the check-out counter, and serve everyone that walks through our doors.
- OTJ promises to take and use photos and/or videos of your space for advertising as necessary, though we cannot commit to advertising individual booths.
- OTJ promises to collect and pay all applicable sales taxes.
- OTJ promises to pay you for your sales once a month, minus applicable fees and after your rent has been paid. A 12 % commission is charged on all sales.
- OTJ promises to use a combination of alarms, locks, real and cameras, along with frequent walk throughs, as an effort to protect the people and merchandise in our store.
- OTJ promises walk through inspections and opportunities to assist with staging if agreed to by the vendor. OTJ offers booth staging for a fee of \$25 to increase sales of vendor inventory.
- OTJ promises to obtain all necessary utilities business licenses, and taxes to keep OTJ in good standing.

### **Vendor Commitments**

- I promise to keep my space in good, clean condition filled with unique, creative, and quality items that are refreshed on a regular basis. I understand that all items requiring electricity must be per code by license electricians and the State Fire Marshal. I understand that I need to stay within the boundaries of my rented space and allow for customers to walk through my area.
- I promise to bring items that are clean and ready when in the location to sell. I understand that broken items will be removed. I understand that if my sales, for a period of time, are not consistently large enough to cover my rent, OJT will contact me and discuss ways to increase sales. If there is no effort made on my part to increase my sales, I understand that OTJ reserves the right to discontinue my lease.
- I promise to remove seasonal items, in a timely manner, after a season/holiday is over.

- I promise to tag all items I bring in to the store with a legible price, short description and my ID tag number. Any merchandise not for sale, should be tagged with the words “ Not For Sale.” Please limit NFS items, used for display, to 25% of the total amount of inventory in your booth. I understand that if my item is not priced, OTJ may not call for a price, but instead sell at a reasonable market value.
- I promise to rent the space from OTJ for the purpose of selling unique, creative and **quality** retail goods that fit the overall image and goal of the store. Once an item has been brought to OTJ for possible advertising and selling, I know that I will **NOT** be allowed to remove and sell the item individually. I understand that OTJ is not a storage facility for items that I am planning on removing and not selling through OTJ. This type of sale will be considered a **breach of contract**. I understand that I will receive one warning and upon second offense, I will be expected to leave as this is an **unacceptable** business transaction.
- I promise to pay the contracted rent by the 5th of each month. If I owe rent and do not pay the balance within 30 days, my actions will be considered abandonment of my space and inventory. I understand that OTJ will immediately become the default owner of my space and all of its contents, as the booth will be vacated.  
Late Rent Fee Schedule:  
1st time: \$25  
2nd time: \$50  
3rd time: Breach of Contract  
I promise to pay a deposit equal to my one month’s rent when I sign this contract. I understand that all checks must be written out to BMS LLC. This will serve as my rent for the last month that I am a vendor at OTJ.
- I promise to accept the store’s 1 month layaway policy for single items over \$100.00. I understand that should a customer’s layaway payment policy is not completed, merchandise will be returned to my booth for resale. Layaway payments are not refundable.
- I promise to give a 30 day WRITTEN notice at the beginning of the month in which I am wishing to vacate, as this is a three month rental contract. I also understand that the owner has the right to terminate my lease for not following contractual obligations.
- I promise to help support OTJ and my booth sales by sharing and promoting my booth/the store through social media (facebook, instagram, etc...). However, all booth inventory items that are promoted by me through social media, must include the sale location as OTJ and the sales transaction must be made through OTJ.
- I promise if there is a loss or injury in my space, I agree that OTJ is not responsible for loss in my booth space. I understand that OTJ does not insure my inventory nor personal

property for any potential losses. OTJ is not responsible for any missing items in my booth.

- I promise to give the OTJ staff notification of any discount sales in my booth so they may be entered in the computer. I understand that I am also responsible for posting and taking down sale signs at the end of the sale period.
- I promise to give it my all, have a positive attitude, and speak only positive, encouraging and uplifting words about other vendors and employees at OTJ.

Any questions? Feel free to contact us at 706-335-3353.  
We look forward to having you as part of the OTJ family!