

MERCHANT RENTAL AGREEMENT

This agreement made by and between *A Lasting Touch* and _____, who is assigned the Merchant Number _____, beginning the first (1st) day of _____ in the year _____ is for a period of six (6) months. This agreement automatically renews at six (6) month intervals at the end of each six (6) months unless written notice is given by the Merchant on the official "Notice of Non-Renewal" Form and is received no less than 30 days prior to the end of the six (6) month period.

1. A rent fee of \$ _____ per month is payable upon execution of this contract. Rent fee is due and payable on the first (1st) day of each month. A late fee of \$25 will be charged at the opening of business on the forth (4th) day. All merchandise for sale, including any and all display unit(s) located in a merchant's area becomes the sole property of *A Lasting Touch* if rental fee remains unpaid on the first day of the following month (i.e. thirty (30) days past due).
2. Merchant will be held responsible for damages to exhibit space, other than those incurred by normal wear and tear, if they are a direct result of abuse. Because of this acknowledgement, the requirement of a security deposit is waived.
3. A 10% commission is automatically deducted prior to issuance of monthly sales check. Checks are available for pick up after 3:00 PM on the seventh (7th) day of the month (next business day if the 7th falls on a Sunday). Checks are written only once and are VOID after 60 days from date of issue. Owner is not liable in the event a check is lost, misplaced, or allowed to expire. Merchant shall notify store within five (5) days of check retrieval of any clerical errors, otherwise the check will be considered correct payment for items sold during the previous month.
4. An advertising fee of \$20 per quarter is automatically charged on the first day of March, June, September, and December. Advertising payments are deducted from sales check prior to dispersal. Individual advertising by merchant is welcomed, but the advertisement is subject to prior approval.
5. Merchant is required to come to the store a minimum of once per month to dust, rearrange display, and add new inventory in order to keep exhibit fully stocked. If merchant fails to do so, a maintenance fee of \$50 per month will be deducted from sales check prior to dispersal. If exhibit is not profitable due to neglect, a more viable merchant will be sought without prior notice.
6. Merchant agrees all items placed on display will be of the highest quality. All chipped or cracked items must be marked "as is". Merchandise and display units cannot be removed to attend antique extravaganzas, craft shows, home parties, etc. Owner has the authority to remove any and all items not meeting these guidelines.
7. All bulbs used in lighting exhibit will be 25 watts or less due to fire department regulations, no exceptions!
8. Merchant understands the store permits a 10% discount on all items for employees of the Rock Hill School District.
9. Merchant agrees to properly tag all items prior to being brought into the store. Merchant is to provide a complete inventory of items on display as needed. Merchant agrees not to display any personal contact information within exhibit space. Merchant further agrees if an item is not properly tagged and not on the inventory, it will be sold to the customer at the owner's discretion. Use of NFS (not for sale) items is discouraged.
10. Merchant agrees the store will handle all special orders and other business transactions completed as a result of direct contact through the store and the store will receive payment for such contacts made.
11. Merchant agrees to not hold the store responsible or liable for any damage or loss of merchandise placed on exhibit for any cause natural or unnatural (i.e. all items on display are at merchants own risk).
12. Owner is responsible for collecting state sales tax and making reports to the SC Department of Revenue.
13. Merchant understands all items listed within this agreement bind them for the duration of the contract period. Should merchant decide to remove display prior to expiration of the contract period, merchant agrees and understands all rental fees for remainder of contract period will become due and payable immediately and must be paid prior to removal of any merchandise on display (i.e. merchant must "buy out" the remaining time on their contract).
14. Merchant agrees to abide by all store policies and guidelines. Owner may exercise the option to declare this contract null and void if merchant does not abide by all terms herein, does not maintain sufficient inventory of quality items, or exhibits behavior that reflects negatively on the store. If said action becomes necessary, merchant understands and agrees to be fully responsible and liable for payment of the full amount of rental and advertising fees necessary to complete the terms of this contract agreement. No merchandise in merchant's area may be removed until full payment of all rental fees and any other fees are paid in full to "A Lasting Touch" and contract has been settled.

Merchant Signature

Social Security No.

Today's Date