

VENDOR CONSIGNMENT AGREEMENT FORM
ROBERTS RESALE, LLC

- Roberts Resale, LLC offers booth space to rent on a month to month basis. Vendor must prepay the first month's rent and a \$50 deposit. Vendor must give a 30-day notice prior to discontinuing the rental. If a 30-day notice is not given, the Vendor forfeits the \$50 deposit.
- The agreed upon rent of space may be deducted from the booth earnings or vendor may pay for the cost by the 1st of each month for that month's rent. Vendor may decide on how they would like to pay their monthly fees. Vendor will pay for the remaining balance out of pocket if they don't have enough earnings from their booth sales. If this happens for 3 consecutive months, Roberts Resale, LLC reserves the right to rent the booth to another Vendor. Rental Fee is non-refundable. *Commission fee of 15% will be charged each month on overall sales before checks are issued.

Choose your rental space:

1. \$100 per month for a 10ft x 10ft _____ initial
2. \$50 per month for a 5ft x 10ft _____ initial
3. \$25 per month for a 5ft by 5ft _____ initial
4. \$15 per month for a wall/ shelf display (metal book stand shelf- they are already installed)
_____ initial

*Extra fee \$10 per month if power is needed for the booth- is power needed? YES or NO

*I want to do the 70/30 split for consignment items. _____ initial

- Roberts Resale, LLC reserves the right to terminate your contract at any time, for any reason. In the case of termination and eviction, you will have 10 business days to remove all items and displays, or they will become property of Roberts Resale, LLC.
- Financial statements will be reconciled, and checks will be ready by the 15th of each calendar month for the previous month. Roberts Resale, LLC will not issue 1099's to vendors. Vendor is responsible to turn in their sales to the necessary agencies.
- Roberts Resale, LLC encourages each booth to display their name proudly!
- Merchandise to include, but not limited to: Handmade/Upcycled items, Unique found items, High-end Clothing, Furniture, Appliances, Food, etc. Vendors must price their items and put their vendor number on their tags.
- Roberts Resale, LLC reserves the right to refuse any merchandise.
- Roberts Resale, LLC offers a consignment fee for people who just want to sell large items that don't fit in their booth space or if they only have a few items to sell. Consignment fee per item is 70 (vendor)/30 (Roberts Resale, LLC) split. Person is allowed up to 3 items at a time for consignment in the store. If an item doesn't sale within 45 days, the person will need to pick up the items within 5 days after they are notified by Roberts Resale to allow room for new inventory. If the item is not picked up on day 51 the item will become property of Roberts Resale, LLC.
- Roberts Resale, LLC will not charge vendors extra for credit or debit card processing fees on their sales.

- Roberts Resale, LLC will be responsible for the collection and payment of sales taxes to the Treasurer for the State of South Carolina. Vendors may not use the Roberts Resale, LLC sales tax number for their personal use.
- Roberts Resale, LLC offers a discounted commission fee if you work at the store. No commission fees for booth vendors who work up to 4 shifts per month. Shifts are Wednesday, Thursday, Friday, Saturday 11am to 2pm or 2pm to 5pm. Vendors can schedule day/time with Roberts Resale, LLC -owner.
- Vendors shall abide by all State, County, and Federal laws, ordinances, and codes.
- Vendor agrees to indemnify, defend, and hold harmless Roberts Resale, LLC, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Vendor, its employees, subcontractors, sublicenses, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its booth space and/or the use of Roberts Resale, LLC premises.
- Roberts Resale, LLC shall not carry insurance covering any such property theft, loss or damage and Vendor shall be solely responsible to carry its own insurance or otherwise accept the risk of any such theft, loss or damage. In furtherance of the foregoing, in no event shall Roberts Resale, LLC be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).
- Vendor hereby grants to Roberts Resale, LLC the irrevocable and unlimited right and permission to use photographs and/or video recordings of Vendor, Vendor's intellectual property and Vendor's property on each of Roberts Resale, LLC social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Vendor.

Booth Set-up

- Vendors are required to provide a visually appealing display. Remember, the more you put into it, the more you'll get out of it.
- If you are building walls, wall materials and height of the wall must be discussed with a Roberts Resale, LLC, owner. There is height restriction in certain areas.
- Any building materials, paint and permanent fixtures need to be discussed and approved by Roberts Resale, LLC.
- Be considerate of those around you. If your walls, display, or merchandise do not flow well with the overall look of the store, upon request, they must be removed within 3 business days. Roberts Resale, LLC will not be held responsible for the cost of materials or goods that are not allowed.
- Anything hanging from the ceiling must be discussed and approved by Roberts Resale, LLC, owner.
- All products must fit in your booth space. No merchandise is allowed in the walkways.

