



# *Merchant Village, Inc.*

## **Contract**

The following is an agreement between \_\_\_\_\_  
& Merchant Village, Inc.

### **“Our Success Depends On Your Success!”**

#### **Merchant Village Obligations:**

- Providing space, facilities, & sales staff to run your business so you don't have to!
- Maintaining an aesthetically pleasing and clean atmosphere, and properly working facilities.
- Maintaining high levels of service to both customers and vendors.
- Seeking new ways to improve and generate patron traffic.
- Make every reasonable effort to protect your merchandise. If you feel that your items are being stolen or tampered with, please notify management immediately. Theft will not be tolerated, & violators will be prosecuted!

#### **Vendor Obligations:**

- Cleaning, restocking and maintenance of vendor's area is required unless agreed upon otherwise, as we want to uphold high standards for everyone's benefit. We can assist with this if needed, please inquire. We reserve the right to clean any areas that are not being properly kept, at a small charge to the vendor, with prior written notice and only if absolutely necessary.
- When cleaning or restocking your area, please be careful to do so in a way that is not intrusive to customers.
- All merchandise or items must be kept within vendor's area.
- All merchandise must be clearly marked with vendor's code, price, and brief description to prevent tag switching.
- All inside sales must go through the front registers.
- Vendors are responsible for all necessary licenses and inspections for their products.

#### **General Information:**

- Placement considerations will be at the discretion of Merchant Village, Inc., and will be based largely on the following; type of merchandise, amount and type of space rented, and first-come basis.
- Merchandise in locked cases will remain locked at all times, and cases will be operated by Merchant Village employees only.
- Dealers are not permitted behind sales counters unless requested.
- Sub-leasing is not permitted.
- Dealer Categories and merchandise must be approved first, as well as new merchandise brought in after vendor is already established. No exceptions!
- No yard-sale items, appliances, offensive material, or used clothing are permitted.
- No weapons, knives, tobacco, alcohol, chemicals, or any other sharp or harmful items can be on the premise without prior approval.
- Anything being sold that is cracked, damaged, or compromised must be clearly labeled as such.
- Prices are set “as-is,” and will not be discounted unless vendor marks it as such.
- 7% commission will be charged on all sales for those renting space, and used to cover credit card charges, bank processing fees, bags, wrapping supplies, etc. (15% on items under \$2.00, 50% on items under \$1)

- Vendors are paid monthly, no later than the 10<sup>th</sup> of each month. Rents are automatically deducted.
- Sales tax will be collected and handled by Merchant Village for all merchandise sold, if required.
- Should vendor decide to terminate this contract, their account must be made current and all items and merchandise removed within 30 days. Any items or merchandise left beyond the 30 days become the property of Merchant Village.
- Layaways will be accepted as a service to our customers on high-priced items unless vendor chooses to “opt-out” of layaway program.
- Layaway program requires 25% down, and balance due within 45 days.
- If you wish to opt out of the layaway program, place an X here: \_\_\_\_\_
- Merchant Village is not responsible for damaged, broken, lost or stolen merchandise. No Exceptions. Insurance for such is the sole responsibility of each vendor.
- Merchant Village reserves the right to close on any Holidays, for inclement weather or for any reason.
- Merchant Village reserves the right to terminate this agreement at any time and for any reason.
- Merchant Village reserves the right to deny the sale of any product or service, for any reason.
- Merchant Village reserves the right to change the terms of this agreement at any time, with written notice to the Vendor. Vendors will have the opportunity to terminate their contract prior to the change taking effect should they choose, with written notice to Merchant Village.

**Space Rental Contract Terms:**

- This is a month-to-month contract.
- If renting space, first months payment is due with contract.
- A written, 30-Day notice is required for any vendor wishing to terminate their contract.

**Consignment Terms:**

- All consignment is a 65/35% Split unless otherwise agreed and written below.
- All items are priced by store staff.
- Acceptance of consignment items is at the discretion of Merchant Village, and will depend largely on type of item, condition and pricing.
- Placement of consignment items is at the discretion of Merchant Village, and vendors may not rearrange items.
- All consignment items must go through the front registers, and may not be pulled from the store without prior permission.

**Amount and/or Description of Space Rented:**

- \_\_\_\_\_
- \_\_\_\_\_

Total Amount per Month \$ \_\_\_\_\_ Total Amount Due with Contract \$ \_\_\_\_\_

I, \_\_\_\_\_, do hereby state that I have read, understand, and agree to comply with all of the terms set forth in this agreement.

\_\_\_\_\_  
(Dealer Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Merchant Village, Inc.) Date: \_\_\_\_\_

**Merchant Village, Inc.**

Email Address: [office@merchantvillagepa.com](mailto:office@merchantvillagepa.com)  
1534 N Center Ave. #190 Somerset, PA 15501  
Telephone: (814) 485-2196

# *Merchant Village, Inc.*

## **Dealer Application/Information**

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

DBA Name: \_\_\_\_\_

Checks written as: \_\_\_\_\_

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

\_\_\_\_\_

Phone #'s: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Description of Items to be Sold: **\*\*Please include pictures of items or location of current store, booth, Facebook page or website information.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Space Requested: \_\_\_\_\_

Code: \_\_\_\_\_

\*\* To be determined by MV.