

Contract of Dealer Booth Rental

Simple Finds Interiors & Antiques

3614 Chamblee Dunwoody Rd-Atlanta, Georgia 30341

1000a - 600p Seven-Days-A-Week

678-691-4241- info@simplefindsga.com

www.simplefindsga.com

Dealer Code (Booth Name): _____

Name: _____

Address: _____

City: _____ St: _____

Home: _____ Work: _____ Cell: _____

Email: _____

Fees:

- \$5.00 per mo/per person for GoAntiquing.net email sales notification service
- \$5.00 per mo/per person/per space for Liability Insurance for each dealer in a booth

Commission Fee:

- 7% of each booth sale
- 3.5% will be added when a debit or credit card are used for a purchase
- 20% showroom furniture consignment (max of 150 days with 10% per month price reduction)

Description of Merchandise to be displayed in booth:

Any change to the above described merchandise must be pre-approved from Simple Finds management. You will be responsible for representing all merchandise appropriately and as intended. Simple Finds Interiors & Antiques will not be held liable for the selling of stolen merchandise, new merchandise sold as “antique or vintage” or misrepresentation of authenticity. Initial _____

Merchandise not accepted: Combustible Items (fuels/oils), Exercise Equipment, Power Tools, Strollers, Clothing and Shoes (should be vintage in nature- we do not provide dressing rooms), please no weapons, guns, swords and limit knives to cases. No items of a mature nature as Simple Finds reserves the right to ask dealers to remove those items which stray outside the guidelines. Initial _____

Standards & Practices:

Simple Finds honors the established standards and practices within the industry:

- 10% Discount on merchandise priced \$25.00 or greater in value if this will aid in closing a sale
- Customers may purchase high ticket items on Layaway- max of 60 days with 33% down. Initial _____

Construction: All improvements, customization of dealer booth space(s) including, but not limited to, walls, drywall, casement trim, pegboard, wood surfaces, tile or laminate flooring or other attachments will be deemed the property of Simple Finds. These “permanent improvements” shall reside with Simple Finds and not be removed from the premises. Any damage to your booth or the surrounding booths while building, painting while either moving in, moving out, or reconditioning a space is the responsibility of the dealer and will be deducted from the next and/or final commission check. Initial _____

Rent

- Rent payments are due the 1st of each month with cash, check, money order or EFT
- **After the 5th a 10% late fee will be assessed**
- Late fees will be payable at the time rent payments are made
- Deduction of any fees owed, regardless of nature, will result in the retention of commission checks until outstanding balance is settled in-full Initial _____

Nonrefundable deposit:

Equal to, and applied toward your final month’s rent, is required at the time the lease is signed. The lease agreement is for 6 months and the option for contact renewal is at Simple Finds discretion. Initial _____

Notice to Vacate

When vacating your space, please remember that **Simple Finds requires a FULL, ONE MONTH notice** (e.g.: notify January 31st or earlier for leaving on February 28th) should you tender notice early in the month your effective through date includes the following month as this allows Simple Finds to notify the next vendor on the waiting list of availability and **ensure the store stays full at all times.**

Should the dealer fail to vacate by the date submitted and acknowledged by Simple Finds, a \$30.00 per day penalty will be charged for storing merchandise. If Simple Finds is required to pack and remove your items whether due to your inability or abandonment, a fee of \$75.00 per hour will be charged and debited from your final commission check. Initial _____

Simple Finds hereby reserve the right to retain any deposits and terminate this lease agreement based on the following:

- If you fail to occupy your leased booth at Simple Finds or do not fulfill the obligations of the lease to include the above discussed
- If you do not provide the minimal required notice with intent to vacate
- If late rent payments become an issue without prior arrangements or return checks are not immediately rectified (e.g. NSF, stops...)
- If the quality and/or condition of your merchandise becomes unacceptable or there is a lack of inventory maintained in your booth, we ask that improvements be made within two weeks of written notification from Simple Finds. If improvements are not made within allotted time we reserve all rights discussed within this contract. Initial _____

Subleasing of one’s booth space is not allowed:

Should two or more individuals occupy a single booth, one person must accept contract and rent payment responsibility. Simple Finds will ONLY accept a single rent payment for the full, monthly amount. Separate sales checks will be issued to all parties sharing a booth when the agreement is established and dealer codes are issued. Initial _____

Liability insurance is required from EACH dealer, when a single booth is shared by more than one

Initial _____

Liability Insurance: is included as a separate line-item at the rate of \$5.00 per person. This insurance covers injury or death to any person(s), or any loss, at any time, is incurred solely as an individual and/or party, in part, or because of any

negligent act or omission on the part of a dealer, its employees and/or representing agents. Liability coverage is held under the umbrella policy of Simple Finds- at no time, will the fee be waived, combined for multiple spaces or refunded.

Initial _____

Breach of Contract: including, but not limited to late rent payments, refusal to pay fees, nonpayment of rent or any other breach of the Simple Finds Leasing Agreement, we have the express right to terminate this Agreement, immediately and without prejudice, claim possession of any and all merchandise, including, but not limited to the removal of your merchandise. Simple Finds holds the right to recoup balances owed by selling your merchandise to satisfy any unpaid rent and/or fees accrued. Simple Finds will exercise all means necessary to remedy a situation, including, but not limited to, legal action in accordance with the laws of the State of Georgia filed through DEKALB County.

Initial _____

Acknowledgment:

I, _____, have read, understand and agree to the guidelines outlined within this Lease Agreement of Simple Finds. Additionally, I have received a copy of the Policies and Procedures, and agree to abide by same while acting as a dealer within Simple Finds.

Signature

Print Name

Date

Dealer Code

Simple Finds shall actively market the store and location to further increase foot traffic in, but not limited to, the following ways:

- Social Media (Facebook, Twitter, and Instagram)
- Local papers and Periodicals (Buckhead, Brookhaven, Chamblee, Dunwoody, Norcross, Doraville, etc) or pushing via Social Media purchase ads
- Store website
- Craigslist postings
- Resource Guidelines of local resources for customers and dealers alike which will include(delivery service providers, upholsterers, appraisers, etc)
- Customer Wish Book to gauge customer ‘wants’
- Special Events, including social mixers, as well as offer private events as requested
- **Storewide Sales Events and Store Coupons will never exceed 20%** and will occur no more than four (4x) times per calendar year, once per quarter, to promote the store and stimulate sales

Simple Finds Guidelines: Policies and Procedures

The team at Simple Finds would like to welcome you to the family and thank you for making the choice to *set up shop* with us! We have outlined the basic policies and procedures, which will make your merchant experience an enjoyable one.

Booth Design, Upkeep and Housekeeping:

- Be creative when displaying your merchandise to appeal to the high standards at Simple Finds for a more upscale environment.
- Paint colors and extensive build outs need to be discussed with, and approved by, management.
- Please stay within the boundaries laid out and agreed to at the time your lease agreement was signed, this ensures everyone limits trip hazards, keeps aisles clear and is **respectful for your fellow merchants** when you stay within the confines of your allotted space.
- Ensure all your items are ready to stock and display, at Simple Finds does not allow any “finishing” of items on the premises- such as cleaning, polishing, and touch ups- if a large touch up is required we ask that the item be removed, repaired and returned.
- **ALL INVENTORY MUST BE PRICED BEFORE SETTING IN YOUR BOOTH** otherwise Simple Finds will determine the value of an unmarked item.
- A “sale” needs 24 hour prior notification by email and must include entire booth except tags marked "FIRM"
- To keep temperatures comfortable and remain energy conscious Simple Finds requires that NO display light bulb exceed 13 watts. This requires that you use either compact florescent or LED bulbs. We will remove the bulb(s) when an item sells and you may collect it at checkout.

General Info for Dealers:

- Dealers **must sign IN and OUT** when working your booth in validating authorized persons
- All dealers **MUST** park in the rear parking area of Simple Finds to leave front parking spots more accessible for customers.
- There will be **NO** unloading or loading of merchandise through the front doors of the store.
- No dealer is authorized to purchase merchandise within a fellow booth and immediately re-price to sell in their own booth. Dealer are also not allowed to sell merchandise in the parking lot.
- **Research requests must be submitted via email & require 48-72 hours for research and update**
- Payouts are every 15th and the last day of the month for dealers
- 80/20 percentage consignment opportunity offered to dealers **ONLY** Initial _____

Acknowledgement:

I/We, _____, have read and understand the guidelines as stated above and agree to follow same while representing Simple Finds Interiors & Antiques in maintaining a positive, professional business demeanor.

Signature Date

Print Name Dealer Code

Signature Date

Print Name Dealer Code

Key Points for Business Success While a Dealer at Simple Finds Interiors & Antiques

- Dealer Sales Tags must be legible and include your dealer code to ensure timely payment.
- Dealer Codes are letters only and cannot exceed six characters (XXXXXX / XXXXXX-C)
- Plan ahead of Holiday Seasons or special events to meet your customer's demands - you always want to be at least 2 months prior to the event (e.g: Christmas or Hanakkah).
- Dealers need to sign in/out when working their booths so SFIA can track trends, etc.
- Loading/unloading of product will be conducted through the rear loading doors.
- All inventory is to be tagged before it is placed in your booth for customer satisfaction/demands.
- If you have multiple items of the same kind, please assign a unique inventory number if you plan to track your sales closely (eg: 4 chairs - 151a, 151b, 151c, 151d)
- While Simple Finds is not responsible for lost, stolen or damaged merchandise, please escalate any issues via email to: info@simplefindsga.com so we may track potential trends or issues.
- It is recommended that you check your inventory regularly
- No merchandise is to be repaired, refinished, painted or otherwise in the store thus avoiding fumes, unpleasant smells, sanding or loud noises.
- Dealers may schedule early AM drop-offs prior to store open for business, however prior arrangements are needed with store management. You may also email a request to info@simplefindsga.com, however please verify acknowledged receipt and approval prior to dates needed
- When servicing your booth on the weekend, please be sure to be completed by 12:00 PM on both Saturdays and Sundays. These are our busiest shopping days and the aisles and your booths need to be free of obstructions to afford customer access to merchandise
- Please do not block aisles when socializing with fellow dealers as customers typically shy away from those areas and may/may not come back through your booths.
- A store break room is available if you wish to eat or drink while working your booth and there is a refrigerator to keep those items cold if needed. Please note that we empty all unclaimed items on Sunday and dispose of in the trash.
- If you choose to paint your booth, please note that Simple Finds does NOT have a utility sink and therefore, no brushes, paint pans or rollers maybe brought into the bathrooms or breakroom! You will need to bring a disposable kit and a large trash bag and place the aforementioned items when you have completed your paint project for proper disposal - our apologies - the plumbing is old!
- Dealer settlement checks (payouts) will be held until the following cycle if the amount is \$25.00 or less as this helps to streamline the accounting process and more effectively manage bank fees.
- Please limit your parking out front to a minimum. We ask that you park behind the store in the Suntrust Bank parking lot along the tree line.
- All dealers need to have a Facebook page and be active with their store. If you do not, our social media specialist will be more than happy to help you set up a profile. Give the store a review and a five star rating to further strengthen our posting favorability through social media and Google.
- Simple Finds communicates via email to ensure accuracy and tracking of requests and issues for quality control purposes and training opportunities as they might be presented.
- Please keep your booth and store clean. We have a vacuum if you need to borrow it and rearrange your store regularly. With the high number of pickers, professional dealers, designers and the like, it keeps your space fresh and helps to turn product over more timely.

If you have any questions, concerns, suggestions or comments please feel free to share those with a team member or management. We are able to help but are unable to do so if we do not know or have not been engaged.

This is YOUR store and we hope you will join us in taking pride to call Simple Finds Interiors & Antiques home. We have a great family of dealers and are glad to have you as part of the team.