



ANTIQUES, COLLECTIBLES & MORE!

FOUR MILE TREASURES, LLC

5099 JEFFERSON DAVIS HIGHWAY, SUITE E, FREDERICKSBURG, VA 22408

(540) 891-5053 ~ EMAIL: FOURMILETREASURES@GMAIL.COM

RENTAL CONTRACT

Four Mile Treasures, LLC strives to offer a great shopping experience with extra activities that will attract customers and keep them coming back. We offer sub-leased spaces to vendors who have popular and unique items and ideas. We hope to build a lasting relationship with both customers and vendors and thank you for choosing us for this business opportunity.

Business hours are:

Monday-Friday 10am – 8pm

Saturday 9am – 8pm

Sunday 10am – 6pm

Until booth rentals are at or close to full capacity, hours may be slightly shortened. Business hours are subject to change as deemed necessary. Examples of reasons for hours to change are, but not limited to holidays, weather, or lack of business after certain hours.

The booth/space rental fee is \$2.60/square foot. The square footage of your booth/space is _____ square feet. Your monthly booth/space rental charge is \$_____ per month. Vendors are required to stay within the taped area that they have rented. All booths will be inward facing to the aisle they are in. Rent must be paid in full prior to moving merchandise into a booth. Vendors that rent a booth after the 1st day of the month will have their booth rental pro-rated per day. Vendors wishing to vacate their booth after the 1st day of the month will not have their booth rental pro-rated per day. Once a booth has been rented, under no circumstances will a refund be issued. Booths will only be rented to one person, there may only be one vendor number per booth, and only one check for vendor sales will be issued. Vendors are renting a booth, this does not give the vendor the right to "give" or "sell" their booth to anyone, all booths are owned by **Four Mile Treasures, LLC** and all renting of booths will be handled by **Four Mile Treasures, LLC**. If a vendor decides they want to vacate their booth all outstanding debts owed to **Four Mile Treasures, LLC** must be paid prior to vacating their booth.

Ten percent (10%) commission will be charged to all vendors on pre-taxed sales to help cover administrative costs, etc. Because of this commission, there are no direct sales permitted from a vendor's booth(s). All sales must be completed through our point-of-sale system/cashiers. 3% credit card fees will be charged on all credit and debit card purchases. The 10% commission and 3% credit card fees will be deducted from vendor sales; checks for the remainder of vendor's monthly sales will be ready for pickup on the 3rd day of each month. Vendors that owe rent will be expected to pay their rent on the 3rd day of the month. For any rent payment that is received after the 5th day of the month, the respective vendor will be charged a late fee of \$25.00 per 100 square foot of rented space. Any vendor that has not paid their rent by the last day of the month, will forfeit their entire

booth to **Four Mile Treasures, LLC**, to include all merchandise, bookcases, walls, etc., which the store then has the option to sell to recover the cost of lost revenue.

Any vendor that does not want to rent their booth for the following month must give a written notice by the 5th day of the prior month, or rent will be charged for the following month. Once a vendor has given written notice they must have their booth items out by close of business on the last day of the month, any merchandise, walls, bookcases, etc. that are left in a booth after close of business on the last day of the month, will be forfeited to **Four Mile Treasures, LLC**. The store then has the option to sell this merchandise to recover the cost of lost revenue.

You may use available electrical outlets and if you have excessive use you may be subject to additional charges.

Four Mile Treasures, LLC reserves the right to ask a vendor to vacate their booth at any time.

Four Mile Treasures, LLC will assign vendor #'s through our organized numbering system.

Merchandise must be tagged or have a sticker on it. Sale items must specify the amount. (If a vendor does not have a price tag on an item, it will be assumed it is not for sale, vendors will not be called to ask if it is for sale) you must have your booth number, item description, and price. (Inventory number optional) (If you have items that are not for sale, please either mark those not for sale, NFS, or display only)

For example:

<p style="text-align: center;">Vendor number: #015 Description: Book Price: \$3.00 Inv. 564 (optional)</p>
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- Vendors may not at any time sell anything that is illegal. **Four Mile Treasures, LLC** prohibits the sale of live animals, animals that have been preserved, alcohol, tobacco, drugs, firearms, pornography, or pipes that are deemed "tobacco use only" but are viewed as drug paraphernalia.
- Vendors may use the front door to bring their merchandise in to stock their booth. Vendors must check out at the front desk to show the merchandise, or empty tote, or box, etc. that they are removing from **Four Mile Treasures, LLC**. Vendors may stock, redesign, etc. their booth at any time during normal business hours. Please check the designated area located by the front desk, for merchandise that does not have a tag on it, but has been found in **Four Mile Treasures, LLC**. Also, while stocking your booth, if you find merchandise that does not belong to you, please place it in that area.
- All sales final except, a 24 hour warranty will be given by vendors that sell electrical items, such as appliances, stereo equipment, televisions, and computers. If a vendor wishes to sell an electrical item that has some issues, they must mark this item AS IS, if it is not marked AS IS, the warranty will be honored by the vendor.

- Any vendor that wants to sell candy, jam/jelly, honey, dips, etc. must have the proper license to do so; it is the vendors' responsibility to make sure a business or any other applicable license to run a business is in place. Any fines imposed because the proper license is not in place will be paid for by the vendor, and **Four Mile Treasures, LLC** will not be held responsible for this fine. If you wish to make samples available, they must be prepared in a food safe environment and according to any stipulations set forth by the Virginia Department of Health. **Four Mile Treasures, LLC** will not be made liable in any way for issues that may arise in the public sector from the sampling, but the vendor will be held responsible.
- Any vendor wishing to sell clothing must display them on hangers or shelves. Clothes should be displayed in a neat fashion and be tended to often to keep clothes straightened.
- All trash, paper, boxes, etc. may not be left in a booth at any time. There is a dumpster at the rear of the building where all trash may be dumped.
- Vendors are prohibited from selling items directly from their booth(s). All sales must route through our point-of-sale system/cashiers.

Four Mile Treasures, LLC makes every attempt to keep theft, as well as, breakage of vendors' items to a minimum; however **Four Mile Treasures, LLC** is not to be held liable for merchandise that is lost, stolen, or broken, etc. **Four Mile Treasures, LLC** does not carry insurance to cover any vendor's merchandise even if it is located in a locked showcase. It is the sole responsibility of the vendor to carry insurance on any merchandise they feel needs to be insured. It is recommended that vendors put mirrors or even fake cameras in their booths. Locked showcases are allowed in a rented booth; however **Four Mile Treasures, LLC** must be given a key to the showcase. Just because a case is locked does not mean it cannot be broken in to. **Four Mile Treasures, LLC** will not be held liable for any case that has been broken, any lock that has been broken, or any merchandise that has been stolen from a locked case. All knives, lighters, and crossbows must be kept in a locked case, and will not be sold to any person under the age of 18. If a vendor does not own a showcase, they may check with **Four Mile Treasures, LLC** to see if one is available for rental.

Four Mile Treasures, LLC will help customers remove any large item that has been sold from a vendor's booth, provided that time and manpower allows.

Four Mile Treasures, LLC will make every attempt to assist vendors in any way – but it is the responsibility of each vendor to maintain the neatness of their space.

Sales Tax is collected on every piece of merchandise sold. **Four Mile Treasures, LLC** will file all vendors' Sales Tax, under the **Four Mile Treasures, LLC** sales tax number. Each vendor is responsible for filing and paying any city or local taxes that may be owed, as well as any other taxes that may be imposed upon a vendor.

It is encouraged that you stock, maintain, and straighten your booth at least once a week. We will use a booth numbering system, but you can name your booth and post a sign that displays this name, which will give your booth personality, and you may display your business name if applicable. This allows shoppers to become aware of booths they may like and want to frequent. This will also assist if you advertise elsewhere.

GENERAL RULES

1. All Vendors must complete an application and sign a Vendor Agreement prior to being a vendor at **Four Mile Treasures, LLC**.
2. Vendors must pay for each space occupied prior to setting up. Booth or space cannot be sublet, assigned, or transferred by purchaser.
3. There are no refunds or rain checks for temporary vendors.
4. Vendors cannot hold a space for another vendor.
5. Spaces purchased on a monthly basis must be paid for the first of the month. If not paid on time the vendor's reservation is cancelled and the space may be offered to another vendor.
6. Management reserves the right to refuse to lease a space to any vendors who wants to sell items that are not permitted.
7. Management reserves the right to access any space at any time to inspect all merchandise and regulate what the vendor sells.
8. All vendors must maintain their displays within the lines of their space.
9. No pets of any kind will be allowed inside the Marketplace, with the exception of animals assisting physically challenged persons.
10. All radios, tape players microphones, etc. must be maintained at a minimum volume. Failure to comply may result in eviction.
11. All vendors offering any type of service must have prior approval from management.
12. All Vendors are responsible for their own merchandise, equipment, their actions and the actions of their help. Vendors must maintain control of their children at all times.
13. Spotsylvania County does not require vendors to provide **Four Mile Treasures, LLC** their business license. However, vendors must consult their home jurisdiction/main operating address/location for any applicable licensing required.
14. Vendors who want to expand into a vacant space will be charged full price for each space occupied.

Prohibited Items

- Counterfeit items or unlicensed merchandise
- Guns, ammunition, explosives, fireworks, etc.
- Adult books, magazines, videos or the like
- Drugs paraphernalia
- Alcohol, cigarette
- Distribution of flyers, political or religious material

NOTICES. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Lessor hereby designated its address as: **5099 Jefferson Davis Hwy, Suite E Fredericksburg, VA 22408.**

DECLARATION OF GOVERNING LAW. This lessee shall be governed by the laws of the State of Virginia.

WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Lease in any one or more instance shall not be construed as a waiver for the future of any such covenant or condition, but the same shall be and remain in full force and effect.

BINDING EFFECT. The terms of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in every case named and expressed and, wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heir's executors, administrators, successors and assigns of such party(s), in each and every case so expressed.

ENTIRE AGREEMENT; MODIFICATION. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

RULES AND REGULATIONS. Lessee shall be subject to the posted Rules and Regulations, which may change after the execution of this Agreement. Lessor has sole discretion in establishing the Rules and Regulations for the Marketplace.

INDEMNITY. Lessee agrees to indemnify and save Lessor harmless against and from any and all claims by or on behalf of any person or person, firm, or firms corporation or corporations arising from the occupation, conduct or management of or from any work or thing whatsoever done in or about the Premises, including, but not limited to, negligent acts of Lessee and/or its agents, use or misuse of utilities by Lessee, and use or misuse of machinery, apparatus, signs, stairways, and equipment, including any liability resulting from a violation or potential violation of any environmental law. Lessee will further indemnify and save Lessor harmless from and against any and all claims arising during the term of this Lease from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, occurring during the term of this Lease, in or about the Premises, or upon or under the land adjacent thereto. Lessee shall also indemnify Lessor and hold Lessor harmless from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim listed above, Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor.

Any issue being discussed between **Four Mile Treasures, LLC** and a vendor will be handled in an adult manner; cursing and screaming will not be tolerated at any time.

By signing below you, as a vendor, are agreeing to abide by all of the **Four Mile Treasures, LLC** contract, as well as Items to Consider. You, as a vendor, also understand that you are releasing **Four Mile Treasures, LLC** from any liability of your merchandise.

LESSEE: (Vendor)

Print Name

Signature

Date: _____

Tax ID/SSN: _____
(For 1099 Purposes)

LESSOR: (*Four Mile Treasures, LLC* Representative)

Print Name

Signature

Date: _____