

Artiques

Resale Marketplace
For Your Home

Artiques, LLC
6032 N Oracle Road, Tucson, AZ 85704
520-297-1774
www.artiquesaz.com

Dealer Agreement

1. **Booth Space Rentals:** Spaces rent for \$3.00 a square foot. For example, a standard 10 X 10 ft. booth will rent for \$300 per month. Smaller and larger sizes are available and are priced accordingly.
2. **Display Case Rentals.** Display cases, when available, by the shelf or entire case.
3. **Security Deposit:** A refundable security deposit of an amount equal to one month's rent is required upon acceptance of this Agreement. The security deposit will be refunded at the time the Dealer vacates the space and if there are no outstanding debts.
4. **Rent Payments:** Rent payments are due on the first of each month. At the Dealer's option, rent payments can be automatically deducted from sales proceeds. Please specify on the last page of this Agreement if you will be paying rent by check or if you wish the rent to be deducted from your sales.
5. **Commission:** A ten percent (10%) commission will be charged on all sales.
6. **Term of this Agreement:** The term of this Agreement is 90 days. After 90 days, this Agreement shall be on a month-to-month basis. Dealers must provide a 30-day written notice when terminating this Agreement. If Artiques, LLC finds a Dealer is in violation of the intent of this Agreement vis-a-vis type of merchandise, upkeep, maintenance of space, or nonpayment of rent, then Artiques, LLC may terminate this Agreement without further notice to Dealer.
7. **Dealers Sharing Spaces.** This Agreement is between Artiques, LLC and the signatory of this Agreement only. If more than one Dealer occupies a space, it remains the responsibility of the individual who signed this Agreement to pay the security deposit, monthly rent due and any other fees that may apply. Payment for sales will be made to the individual who signed this Agreement. If two or more Dealers are sharing a space and one Dealer chooses to leave, it is

the remaining Dealer's responsibility to continue to occupy the space and to pay any additional rent and fees associated with that space.

8. **Sales Tax:** The Arizona sales tax will be collected on all sales unless the customer is tax-exempt and has provided Artiques, LLC with their tax exempt number.
9. **Payments to Dealers for Sales:** Artiques, LLC will provide each Dealer with an itemized monthly statement of sales. The statement will include details such as your stock number, a brief description of the item(s) sold, the amount of the sale and the sales tax collected. Dealers are paid once each month for each calendar month. Checks will be distributed following the close of each month.
10. **Identifying Your Merchandise:** All merchandise must be clearly marked with your Dealer identification number. Without your ID# written legibly on the tag, Artiques, LLC cannot ensure credit to your account in a timely manner. Artiques, LLC will provide you with the ability to computerize your inventory if you so desire.
11. **Securing Smalls, Breakables and Valuable Items:** Artiques, LLC is a high traffic store, especially on the weekends. Because of this fact, we are unable to monitor every customer who enters the store. Artiques, LLC recommends that Dealers with high dollar items, valuable smalls and breakables, keep their merchandise in locked cases to prevent damage or theft. Please secure breakable items and provide Artiques, LLC with the keys to your case. Artiques, LLC shall not be responsible for theft or damage to merchandise. On the occasion that an item is damaged, Artiques, LLC policy is as follows: Generally, Artiques, LLC will not charge a customer for an item that has been damaged by accident. However, Artiques, LLC will occasionally and at the discretion of Artiques, LLC, charge the customer if the item is of significant value and/or if Artiques, LLC feels the customer was negligent. Artiques, LLC will request that the Dealer take into consideration the circumstances and accept a fair discount on the damaged item. While unfortunate, accidents do happen and it is a legitimate deductible business loss. Artiques, LLC expects the Dealers to build this in as a cost of doing business.
12. **Maintaining Your Booth:** Often times more is not always better when making consistent sales. Artiques, LLC experience has been that if customers cannot see merchandise beyond clutter, sales will likely suffer. Equally, if customers are unable to move about in your booth without concern for knocking over merchandise or tripping over something, they will not venture into your booth. It is your booth and you may arrange it as you wish. However, Artiques, LLC does ask that Dealers not fill their booths excessively. Additionally, Dealers must keep merchandise in their booth and not in the aisles. The aisles must be

wide enough to accommodate wheelchairs, strollers and furniture dollies. Dealers are required to refresh and clean their booth at least once a month. This will help your sales and will improve the overall look of the store. Hand-held vacuums, upright vacuums, brooms and dustpans are available for your use.

13. **Quality of Merchandise:** While this may be a matter of individual taste, Artiques, LLC finds it necessary to state our position and request your cooperation. For the benefit and profitability of all Dealers, Artiques, LLC wishes to maintain a reasonable standard of quality of offering antiques and only high quality reproductions and decorative accessories. This is not a thrift store or a yard sale. There is a difference between vintage goods and high quality second-hand goods and thrift. Please exercise good judgment. Artiques, LLC wants the public to know that our shop has unique and quality goods at a fair and reasonable price.
14. **Discount Policy:** In this business and as you know, many customers expect to negotiate a discount. Artiques, LLC does not offer discounts on items price \$100 or less. Artiques, LLC will, however, allow a 10% discount on all items except those marked "FIRM," "AS IS," or if they are already on sale. If Artiques, LLC gets a reasonable offer below 10%, Artiques, LLC will make every effort to contact the Dealer for acceptance of the offer or to present the customer with a counter offer.
15. **Hold Policy:** As a service to the customer, Artiques, LLC will hold merchandise for a period of 24 hours.
16. **Sales on Approval / Return Policy:** As a service to the customer and to help finalize a sale, Artiques, LLC may allow items to be purchased "on approval." This allows the customer to take the item home for 24 hours and try it. Artiques, LLC experience has been that the majority of the items are not returned. This approval arrangement actually helps the customers overcome their fear of risk when given the option to return the item. Additionally, if the item is returned, it means the customer returns to the shop again which equates into another opportunity for a sale.
17. **Credit Card Fees:** The Dealer will be charged an additional 3-4% for purchases made by credit card.
18. With this agreement, I certify I am the legal owner of all the items offered for sale, or I have the authority to sell the items on behalf of the owner.

Understood and Accepted:

Date: _____ Signature: _____

Print Name: _____

Business
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

Arizona Resale #: _____

Monthly Rental Amount: \$ _____

First month's rent rec'd. -- Date: _____ Check # _____

Would you like your rent automatically deducted from your sales each month?

(Circle one) YES / NO

Deposit Amount: \$ _____

Deposit rec'd. -- : _____ Check # _____

Space vacated date: _____ Rent Status: _____

Deposit amount refunded: \$ _____