



HERITAGE SQUARE ANTIQUE MALL, LLC

Space Rental Agreement

This Agreement made and entered into this _____ day of _____, 20__ by and between HERITAGE SQUARE ANTIQUE MALL, LLC, 1865 Channingway Center Drive, Columbus, Ohio 43232, hereinafter called Mall, and:

(name) _____

(address) _____

(city) _____ (state) _____ (zip) _____

(email) _____

(home phone) () _____ (cell phone) () _____

(work phone) () _____, hereinafter called Vendor.

In consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by the parties hereto as follows:

1. The Mall shall allow Vendor to occupy Booth # _____ or Showcase # _____, for the sole purpose of the sale of personal property to retail or wholesale customers and no other. The property on display in said Vendor's booth or showcase shall be kept stocked and meet Mall standards of quality.
2. Vendor shall pay the Mall rent in the sum of \$ _____ per month, with the initial one (1) month period beginning on _____ day of _____, 20__, and ending on _____ day of _____, 20__. All rent is due monthly, in advance and is due and payable on the first day of each month. After the initial one (1) month period this rental agreement will become a month to month rental agreement that will automatically renew every month unless Vendor provides written notification to terminate this agreement at least thirty (30) days in advance. If notice is received less than thirty (30) days prior to the last day of the month in which it is received, termination will be effective at the end of the month following the month in which the notice was received.
3. The first month's rent is due at move-in date.
4. Security Deposit; Vendor, concurrently with the execution hereof, has deposited with The Mall an amount of _____ () as security for the full and faithful performance of every provision of this Space Rental Agreement to be performed by Vendor. If Vendor defaults with respect to any provision of the Space Rental Agreement, including, but not limited to, the provisions relating to the payment of rent, Mall, in its sole discretion, may elect to use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any other loss or damage which Mall may suffer by reason of Vendor's default.

5. Mall shall collect \$50.00 late fee for any rental payments not received by the fifth (5th) day of each month.
6. When a retail or wholesale customer wishes to buy items offered for sale in Vendor booth or showcase premises, the Mall or its employees shall act as agent for the Vendor herein and accept payment for said item(s), collect and remit Ohio sales tax on the item(s), make delivery to said customer of such item(s) and give a receipt therefore and provide an accounting of all sales on behalf of the Dealer on the 10th day of the month reflecting sales from the fifteenth day of the prior month through the end of the prior month and on the 25th day of the month reflecting sales from the first day of the current month through the fifteenth day of the current month. Such accounting statements should be retained for your tax reporting purposes. We do not provide any 1099 forms. All sales shall go through the Mall's registers, and each item must carry a Mall tag clearly showing the Vendor Number, price and a description of the item. No items are to be sold by Vendor on Mall premises.
7. For such service as above described in paragraph (6), Mall shall receive 11% of the sale price of all property sold. Vendor may pick up checks from Mall on the 10th and 25th of each month. Payments to Vendor will reflect deductions for discounts, Mall commissions, rent due and/or any late fees.
8. Mall shall not be responsible or have any obligation to protect the property of Vendor from fire, theft, shoplifting, breakage, or any other loss or damage to said property of Vendor offered for sale except for acts of gross negligence of Mall or its employees.
9. Vendor hereby acknowledges and agrees that Mall shall have no obligations to provide any insurance; fire, theft, or other casualty or protect Vendor from loss or damage by reason of destruction of any property of Vendor, in whole or part, while stored or offered for sale in Mall premises.
10. Mall shall keep premises open to the public Monday through Thursday 10 a.m. to 6 p.m., Friday and Saturday 10 a.m. to 9 p.m., and Sunday 12 noon to 6 p.m., except Christmas Day, Thanksgiving Day and Easter.
11. Mall reserves the right to revise this contract and establish new monthly rental rates at any time.
12. Vendor shall hold Mall harmless from all claims of third parties for any reason whatsoever except gross negligence of Mall arising out of the renting of the premises or from the conduct of business by Vendor on the premises.
13. **Vendor must keep booth(s) and/or showcase(s) clean and orderly.** Mall reserves the right to refuse or limit merchandise placed in Mall's premises. All merchandise should be antique or of significant collectible quality, not generally available in area stores. Craft will not be allowed. In cases of dispute, Mall will have the final decision. Vendor shall not offer for sale in Mall's premises any item(s) not owned by Vendor. Vendor warrants that it has good, marketable title, free and clear of liens and encumbrances to all property offered for sale by Vendor in Mall's premises.
14. Mall requires a thirty (30) day written notice when and if Vendor decides not to renew this rental agreement. Mall may immediately terminate this agreement upon written notification to Vendor if Vendor fails to comply with all terms of this agreement. Vendor agrees to remove all items from the Vendor's booth(s) and/or showcase(s) within forty-eight (48) hours after written termination and/or non-renewal of this rental agreement. Mall shall have the right to remove Vendor items and exercise his lien rights on such items to secure and guarantee

payment of all monies due to Mall. In the event Mall enforces such lien by obtaining possession of any property belonging to Vendor, and if Vendor does not redeem said property by paying all amounts due to Mall within fifteen (15) days after such seizure, Mall shall have the right to sell such property and apply the proceeds to the cost of removing and storing the property and all other costs of the sale and to the amount of rents and other charges which are then past due and owing Mall; in that order. Any amount so remaining from the proceeds of such sales will be paid to Vendor.

15. **Any vendor moving out of the mall must sweep their floor space, and clean there showcase or there will be a \$25.00 fee deducted from your security deposit.**
16. By signing this agreement Vendor agrees to all current and future Mall rules, restrictions and regulations.

Dealer

Date

Heritage Square Antique Mall, LLC

Date

614-864-8722