## **VENDOR RULES & GUIDELINES**

The following are the RULES and GUIDELINES for the operation of Florida's Antique Mall® These rules and guidelines are part of the "Vendor Agreement" and must be adhered to for the term of the contract.



**COMMISSION:** A *ten-percent (10%) commission* will be charged on all items sold (20% for ammunition). This amount will be deducted from the amount of dealer sales every month. Higher commission will be charged for newer items or rental specials.

**PAYMENT METHODS**: Florida's Antique Mall accepts cash, FAM Gift Cards and electronic transactions including credit cards. For any credit transaction a fee amounting to **2.0% of the total purchase price** of an item will be assessed to the vendor. Florida's Antique Mall pays 0.5% of credit transaction fees. We do not accept checks from customers.

**PAY PERIODS:** Vendor payouts are processed digitally through our system, SimpleConsign. You'll receive your earnings—minus commission, processing fees, and rent—in the form of a check. **Checks are available for pickup within 7 business days after the end of each month.** (The month closes end of last business day of the month) All vendor accounts are reconciled and reset monthly. Delinquent accounts are subject to penalties. Florida's Antique Mall has the right to remove vendor's items and exercise lien rights to secure fees due. If rent due is not paid within 5 days from the first day of each month, a discount sale will be placed on your booth to recoup monies owed. If your account is more than 30 days past due, your inventory will be moved to storage and charged \$150 per month, per space used. After 60 days with no payment or resolution, your inventory becomes the property of Florida's Antique Mall and may be sold to recover the outstanding debt.

**SPACE FEES DUE:** Fees are initially paid in advance upon reserving space and are pro-rated depending on the day you sign up during the pay period. Fees thereafter will be deducted from accumulated sales on a monthly basis. All fees may be changed or increased with advance notice from Florida's Antique Mall. No items can be placed in your space until fees are paid. We do not provide free storage. Any items left in our back room or areas other than your rental space without prior approval, will automatically incur a \$150 monthly storage fee.

**SALES:** All sales must be conducted through the Florida's Antique Mall point-of-sale system. Any sale that is not processed through the cashier violates this agreement and serves as cause for termination of the same. *All purchases must happen in the mall, the parking lot is included as part of the property.* Do not sell any item not owned or consigned by vendor on the property. Florida's Antique Mall is responsible for the collection and payment of sales taxes to the appropriate departments of revenues for merchandise sales and space rentals.

**PERMITTED PRODUCTS:** All inventory must be within the Antiques, Collectibles, Vintage, Reproduction or Unique Home Decor. *No more than 20% of your inventory products should be new.* If management deems your inventory to be over the ratio of new to acceptable items you will be notified in writing. A higher commission will then be charged.

**PROHIBITED PRODUCTS:** Florida's Antique Mall reserves the right to prohibit any item from being sold on the premises. General Manager discretion advised. *ALL LAWS APPLY*: Dealers shall abide at all times by the codes, ordinances and regulations of Citrus County, Florida and other governmental agencies having jurisdiction over the conduct of Florida's Antique Mall.

- NO PREPACKAGED RETAIL ITEMS (I.E. CONSUMABLE ITEMS YOU WOULD BUY AT WALMART)
- NO FLAMMABLE LIQUIDS (I.E. GAS OR LAMP OIL)
- NO POISON
- NO NEW OR FUNCTIOING FIREARMS (AMMUNITION CAN BE SOLD WITH PERMISSION IN A LOCKED CASE)
- NO ALCOHOL (THIS INCLUDES SEALED ANTIQUE, VINTAGE, & COLLECTIBLE BOTTLES)
- NO TOBACCO OR TOBACCO RELATED PRODUCTS
- NO VAPE OR VAPE RELATED PRODUCTS
- NO NICOTINE PRODUCTS
- NO DRUG PARAPHERNALIA (IE. PIPES, BONGS, GRINDERS, OR SIMILAR ITEMS)
- PORNOGRAPHY OR SEXUALLY EXPLICIT ITEMS (INCLUDES PLAYBOY OR ANY OTHER ADULT-THEMED PUBLICATION)
- ANY OTHER AGE RESTRICTED ITEM AS DEFINED BY LAW

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**TERMINATION OF CONTRACT:** 30-DAY written notice from vendor is required to terminate this contract with Florida's Antique Mall. A termination form is available upon request. You have 10 days to revoke your termination letter if you choose to stay. After 10 days, your booth will be rented to another vendor and we cannot guarantee additional space availability. You are required to remove all items from your space before the last day of the current fee period. Failure to do so will result in an additional month fee being charged. Unsold merchandise cannot other-wise be removed until fees are paid in full. Florida's Antique Mall reserves the right to terminate the vendor's contract without notice for any reason but including unpaid rents, repeated rule/regulation violations, or unacceptable behavior/sexual harrasment towards Florida's Antique Mall employees or vendors.

LOSES AND INSURANCE: Florida's Antique Mall is not responsible for any loss or damage to merchandise, property, or equipment—whether caused by theft, fire, weather, accidents, or any other natural or unnatural event. We do not offer reimbursement for missing items. Items may be moved around the mall for various reasons. Please allow at least two weeks before reporting a missing item. Once reported, we'll log it in our inventory tracker and keep an eye out during our rounds. While the mall carries liability insurance, it does not cover vendor inventory. If you'd like additional protection, we encourage you to obtain your own insurance policy.

**ALL RIGHTS RESERVED:** Florida's Antique Mall Name, Brand, Trademark and Logo: The name "Florida's Antique Mall" as well as the logo typography and Alligator icon are the exclusive property of Florida's Antique Mall LLC Any use of the name and logo without the express written permission constitutes a violation of the registered trademark and this agreement. You may use our logo to promote your business inside of the mall but the logo may not be changed or manipulated in any way.

**CHANGES TO RULES, REGULATIONS, & RATES:** Florida's Antique Mall reserves the right to change the rules, regulations, and rates at any time, as deemed appropriate by Florida's Antique Mall management. Repeated violations of the rules listed in the "Vendor Rules & Regulations" may result in additional fees or contract termination. You may also refer to our vendor resources at floridasantiquemall.com/vendorsonly

## **OPERATION GUIDELINES**

**PRICING:** Each item placed in a booth must have a barcode price tag from our system, SimpleConsign. If an item is used for display only it must be clearly marked. *The mall will remove items from the floor with no labels to combat confusion and time management.* These items get placed in our untagged merchandise area at the front of the store. SimpleConsign is the point of sale system we use. To add inventory and access your account go to **Floridasantiquemall.consignoraccess.com** You will need your Vendor ID and password to login. Once your items are submitted, you can request the labels to be printed at the front desk by providing your vendor number (seperate from your booth number). We can also provide information and assistance on how to print your labels at home (additional equipment will be needed). If you would like more details on that option, send an email to **info@floridasantiquemall.com** 

**DISPLAYS:** All merchandise and displays must be kept safe, secure and kept only within each rented assigned space. Pop-Up tents, unsecured structures, locked display cases, tin shelving units, plastic shelves, plastic clothing racks, or folding tables are not allowed in vendor spaces. Keep aisles clear of merchandise. **No items or signs are permitted to be displayed above 10 feet from the floor.** All hanging signage must be approved buy the General Manager by emailing info@floridasantiquemall.com **Violation of this rule will result in the issuance of a warning and additional fees may be imposed.** Vendors are required to receive approval from the **Operations Manager** before constructing or altering booth improvements. If you need assistance with building walls or other display improvements, you can make the request at the front desk and a team member will reach out to you. The estimated cost to build walls, including materials, is \$250-\$400. You can supply the materials, labor charge will vary. **Any improvements made by a vendor must be remain in place upon termination of your contract and become property of Florida's Antique Mall.** 

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**HOUSEKEEPING:** Dealers are expected to maintain their individual spaces—keeping them clean, organized, safe, and secure. Please take pride in how your space looks and represents your business. The mall is responsible for maintaining the building, including the restrooms, aisles, and common areas. If your booth requires cleaning or rearranging by our team, **a \$25 service fee may apply.** You will be notified in advance and given the opportunity to address the issue first. Vendors are responsible for moving their own products, display accessories, and furniture. If you are unable to, you should hire a mover or our team can assist you for an additional fee.

**SPACE SALES:** Vendors are welcome to run sales within their booths; however, our point-of-sale system only supports full booth discounts, not individual item markdowns. *To set up a sale, please check in with our front desk team and provide the discount percentage along with the required start and end dates.* We recommend that you add the end date of the sale to your sale signage. To avoid customer confusion, please refer to your promotion as a "booth sale" or "space sale" rather than a "store sale," since each space is independently managed. Vendors are repsonsible for removing signs after the sale ends. If sign remains and no end date is listed, we will honor the discount.

**DISCOUNTS/BARTERING:** Unlike flea markets or thrift stores, our goal is to sell your items for the price you set. However, we do have the option to allow us to offer a 10% discount on an item over \$25 upon customer's request. On any single item over \$100, staff will contact you directly to discuss a customer's offer on that item. (*Please indicate in the appropriate area near the end of this agreement whether or not you would like to allow the discount option.*)

**FIRE SAFETY:** Florida's Antique Mall provides a smoke-free environment and complies with applicable state laws. No one is allowed to smoke inside the mall. **No open flames, burning incense, or candles. No items can contain alcohol, flamable liquids (ie. gas or lamp oil), or poison. By orders for the fire marshall, we are not permitted to have any extension cords or surge protectors used in vendor spaces.** 

**VENDOR CHECK-IN/OUT:** When you visit our store with the intention to work on your space, check in at the designated area by providing your vendor number and name on the account. You will recieve a vendor badge to wear while you are in the store. Return to the vendor check-in/out area, return your badge, and staff will check any bags, totes, or boxes, before you exit the store.

**UNLOADING/LOADING ITEMS:** You are not permitted to park in the fire lanes to load or unload items. You are welcome to use the shopping carts to load your items from your car or to unload your items from your space but, it must be done from the parking lot. No large items (i.e. furniture) are to be loaded through our front entrance. We have a side door and back loading dock available. Please notify a team member, upon checking in, to gain access to those doors. We provide dollies and hand trucks for your use.

**BUSINESS HOURS:** We are open every day from 10 A.M. to 7 P.M (subject to change). We are closed for Easter, Thanksgiving Day, Christmas Day, and during a states of emergency, or other situations where government mandated curfews and/or business limitations are in effect.

**SUGGESTIONS, COMPLIMENTS, OR CONCERNS:** Florida's Antique Mall will consider any and all suggestions for mall improvements or innovations, or any other communication can be submitted to us on our website at *floridasantiquemall.com/contact*