

VENDOR AGREEMENT



**FLORIDA'S
ANTIQUE MALL**

1430 HIGHWAY 41 NORTH
INVERNESS, FL 34450
FLORIDASANTIQUEMALL.COM
352-765-2111

Contracts are month to month. **We require a 30 day written notice for termination** (see details in Vendor Rules)

Full Name: _____ Partners Name: _____

Business Name & EIN (if applicable): _____

Email Address: _____

Mobile Phone: _____ Partner's Phone: _____

Address: _____

City: _____ State: _____ ZIP: _____

How did you hear about us? _____ Are you on social media? _____

(Provide your handle/name)

CREDIT CARD AUTHORIZATION (A valid credit card must be kept on file for collecting any rent due that exceeds monthly sales.)

Name on Card: _____

Card Number: _____ CVV: _____ Expiration (MM/YY): _____

Signature of Cardholder: _____ Date: _____

(This section is to be completed by FAM staff only)

VENDOR ID# _____

LOCATION: _____ SIZE: _____ @ \$ _____ PER MONTH + _____ COMM.

LOCATION: _____ SIZE: _____ @ \$ _____ PER MONTH + _____ COMM.

LOCATION: _____ SIZE: _____ @ \$ _____ PER MONTH + _____ COMM.

LOCATION: _____ SIZE: _____ @ \$ _____ PER MONTH + _____ COMM.

LOCATION: _____ SIZE: _____ @ \$ _____ PER MONTH + _____ COMM.

LOCATION: _____ SIZE: _____ @ \$ _____ PER MONTH + _____ COMM.

START DATE: _____ TOTAL \$ _____ PER MONTH

ONBOARDING COMPLETED BY: _____ DATE: _____

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ADDED TO EMAIL LIST

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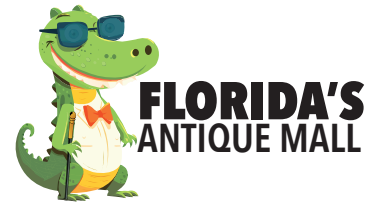
ADDED TO VENDOR APP

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SHOWN HOW TO ADD ITEMS

VENDOR AGREEMENT: RULES & GUIDELINES

The following RULES and GUIDELINES govern vendor operations at Florida's Antique Mall. These rules and guidelines are hereby incorporated by reference into and made a part of the "Vendor Agreement" between Florida's Antique Mall and the undersigned Vendor. Compliance with these rules and guidelines is mandatory and constitutes a condition of the Vendor's continued participation for the duration of the Agreement.



COMMISSION: A fifteen percent (15%) commission will be assessed on all items sold, with the exception of ammunition, which is subject to commission rates of twenty percent (20%). Commission fees will be deducted from Vendor's total monthly sales prior to disbursement.

Florida's Antique Mall reserves the right, at its sole discretion, to assess higher commission rates for items deemed newly manufactured goods. The classification of items labeled "newer" or "non-antique" shall be at the sole discretion of Mall's upper management. Florida Antique Mall reserves the right to modify commission rates at any time upon notice to the Vendor.

PAYMENT METHODS: Florida's Antique Mall accepts the following from customers: cash, Florida's Antique Mall gift cards, and electronic transactions, including but not limited to credit and debit card payments. Personal checks are not accepted as a form of payment.

For any electronic transaction, a processing fee amounting to 2.5% of the total purchase price is assessed. Florida's Antique Mall absorbs zero point five percent (0.5%) of the said transaction fees, with the remaining two percent (2%) to be deducted from vendor's electronic sales.

PAY PERIODS: Vendor payouts are processed digitally through our point-of-sale system, SimpleConsign. You'll receive your earnings, defined as gross sales minus applicable commission, electronic transaction processing fees, and rent, in the form of a check. Checks are made available for pickup within seven (7) business days following the conclusion of each calendar month. Availability date will be communicated to vendors by Mall management. All vendor accounts are reconciled and reset monthly.

RENT DUE: Fees are paid upon reservation of Vendor space and shall be applied to first month's rent. For Vendor commencing space occupancy mid-month, rent shall be prorated based on the remaining number of days in the calendar month at time of move-in. Thereafter, all rent fees are thereafter deducted from Vendor's accumulated sales in the calendar month. Florida's Antique Mall reserves the right to change or assess rental fees upon provision of a thirty (30) day notice.

Florida's Antique Mall does not provide complimentary storage. Vendor inventory left in the back room or any other Mall-owned area without prior written approval from Mall management, will incur a storage fee of one hundred fifty dollars (\$150.00) per space, per month.

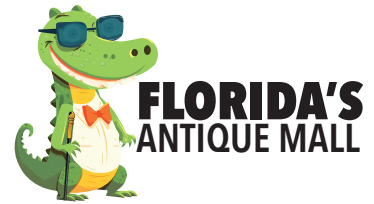
DELINQUENCY AND LIEN RIGHTS: Vendor accounts with outstanding balances are considered "delinquent" and subject to penalties. Florida's Antique Mall reserves the right to remove vendor's inventory and exercise lien rights, as applicable by Florida Law, to secure any fees, rent, or commissions owed by vendor. If rent due is not received within five (5) days from the first day of each calendar month, Florida's Antique Mall reserves the right to place a discount sale on the Vendor's booth to recover money owed.

If Vendor's account remains delinquent for more than thirty (30) days past due, vendor's inventory will be removed from the booth and placed into storage. A store fee of one hundred fifty (\$150.00) per storage space, per month, shall be assessed.

If the Vendor's account remains delinquent for more than sixty (60) days without payment or satisfactory resolution, all remaining Vendor inventory is deemed property of Florida's Antique Mall. Florida's Antique Mall exercises the right to sell, or otherwise dispose, of said inventory to recover any and all outstanding debts owed.

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PERMITTED PRODUCTS: All inventory offered for sale by Vendor will consist of items falling into the following categories: Antiques, Collectibles, Vintage, Reproductions, or Unique Home Decor. Newly manufactured or "new" items shall not exceed twenty percent (20%) of Vendor's total inventory. If mall management deems that inventory exceeds the ratio of non-confirming "new" items, Vendor will be notified via writing. A higher commission rate will be assessed until the inventory is brought into compliance with Mall management standards.

PROHIBITED PRODUCTS: Florida's Antique Mall reserves the right, at its sole discretion, to prohibit the display or sale of any item on Mall premises. Such determinations will be made at discretion of the General Manager, whose decision is final.

Vendors shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations governing the sale of any item offered within the mall, including but not limited to laws of State of Florida and the codes and ordinances of Citrus County, Florida and the city of Inverness. Vendors are required to further comply with the requirements of any governmental authority or regulatory agency having jurisdiction over conduct of business at Florida's Antique Mall.

The following is a list of prohibited items:

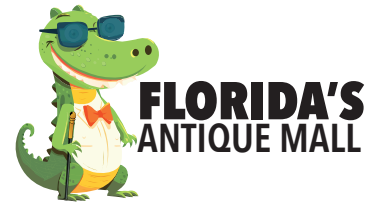
- **PREPACKAGED RETAIL ITEMS (I.E. CONSUMABLE ITEMS YOU WOULD BUY AT WALMART)**
- **FLAMMABLE LIQUIDS (I.E. GAS OR LAMP OIL)**
- **POISON**
- **NEW OR FUNCTIONING FIREARMS**
(AMMUNITION CAN BE SOLD WITH WRITTEN PERMISSION IN A LOCKED CASE)
- **ALCOHOL (THIS INCLUDES SEALED ANTIQUE, VINTAGE, & COLLECTIBLE BOTTLES)**
- **TOBACCO OR TOBACCO RELATED PRODUCTS**
- **VAPE OR VAPE RELATED PRODUCTS**
- **NICOTINE PRODUCTS**
- **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**

TERMINATION BY VENDOR: Vendor may terminate this agreement by providing a thirty (30) day written notice with Florida's Antique Mall. A termination form is available upon request. Vendor retains the right to revoke said notice within ten (10) days should the Vendor elect to continue their occupancy. Upon expiration of the ten (10) day revocation period, Vendor's booth, shelf, or locking case space will be made available for rental. Florida's Antique Mall makes no guarantee of alternative space availability thereafter. Vendor should remove all inventory and personal property from the space prior to the last days of the current fee period. Failure to vacate will result in the assessment of an additional month's rental fees. Unsold merchandise can not be removed from the premises until all outstanding fees, commissions, and charges have been paid in full.

TERMINATION BY FLORIDA'S ANTIQUE MALL: Florida's Antique Mall reserves the right to terminate this agreement immediately without recourse by vendor, and without prior notice for cause, including but not limited to: unpaid rent, commissions, or fees; repeated violations of the Rules and Regulations set forth herein;

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or unacceptable conduct towards Mall employees, staff, or fellow vendors. Unacceptable conduct includes but not limited to harassment, sexual harassment, or any form of discriminatory or threatening behavior.

LOSSES AND INSURANCE: Florida's Antique Mall is not held responsible for any loss, damage, or destruction to Vendor merchandise, property, or equipment, regardless of cause, including but not limited to theft, fire, weather-related events, accidents, or any other natural or man-made occurrence. Florida's Antique Mall does not provide reimbursements for missing, damaged, or broken items. Vendor is advised to allow a minimum of fourteen (14) days to elapse before reporting the item as missing. Upon receipt of the missing item report, Mall management shall log the item in the inventory tracking system and make reasonable efforts to locate the item during routine Mall operations. While Florida's Antique Mall maintains general liability insurance, said coverage does not extend to Vendor inventory or Vendor personal property. Vendors are encouraged to obtain their own independent insurance for additional protection.

ALL RIGHTS RESERVED: The name "Florida's Antique Mall," along with associated logo, typography, and Alligator mascot, are the exclusive intellectual property of Florida's Antique Mall LLC and are protected under applicable trademark law. Any unauthorized use of the name, logo, or associated marks, without the express prior written consent, shall constitute as a violation of the registered trademark and a material breach of the agreement. Vendor is permitted to display Florida's Antique Mall logo solely for the purpose of promoting Vendor's business within the physical premises of the Mall. Vendors shall not alter, modify, manipulate, or change logo or associated marks.

Vendors are expressly prohibited from speaking on behalf of, or representing, Florida's Antique Mall. This prohibition includes, but is not limited to, the creation or operation of social media accounts or online profiles purporting to represent Florida's Antique Mall, posting comments or statements on behalf of Florida's Antique Mall, or making decisions and representations on behalf of other vendors or customers of Florida's Antique Mall. Both parties, Florida's Antique Mall and the undersigned Vendor, agree to not participate in: the injuring of reputation by making bad faith allegations against us to others, in the form of spoken word, written, or Internet posting.

CHANGES TO RULES, REGULATIONS, & RATES: Florida's Antique Mall reserves the right to amend, modify, or update these Rules and Regulations, as well as applicable rates and fees, at any time as deemed necessary. Continued occupancy by Vendor following the issuance of any such modifications shall constitute Vendor's acceptance of the amended terms. Repeated violations of the Rules and Regulations set forth in this Agreement may result in the assessment of additional fees, suspension of Vendor privileges, or termination. Vendor resources, including updates to policies and procedures, are available at: floridasantiquemall.com/vendoronly

I have reviewed the Vendor Agreement and, by signing, agree to comply with all terms and conditions outlined in the contract.

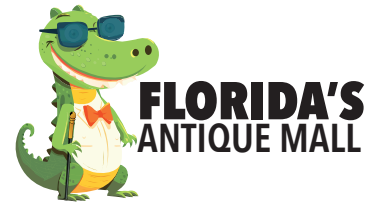
PRINT NAME: _____

SIGNATURE: _____

DATE: _____

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OPERATIONAL GUIDELINES

INVENTORY TAGGING: All Vendors are required to use the inventory management system provided, SimpleConsign. Every item placed on the sales floor must have a current, valid price tag with a scannable barcode generated within the system. SimpleConsign labels must be kept in their original condition. Labels may not be altered, folded, written on, or modified in any way. Any item with a modified, damaged, or missing label will be removed from the sales floor and placed on the Untagged Items shelf. All prior price tags not associated with Florida's Antique Mall's SimpleConsign system must be removed prior to the item being placed on the sales floor. Failure to remove pre-existing price tags may result in the item being sold at the price displayed.

To add inventory and manage your account, log in at: floridasantiquemall.consignoraccess.com. You will need your Vendor ID and password to log in. Please note that the Vendor ID is separate from your booth number. Once your items have been entered into SimpleConsign, you may visit the front desk and provide your Vendor ID to request label printing.

Florida's Antique Mall can provide guidance on printing labels at home. Please note that home printing requires the purchase of additional equipment. For assistance, contact us at info@floridasantiquemall.com.

Any item found on the sales floor without a SimpleConsign label will be removed and placed in the Untagged Merchandise shelf at the front of the store. Untagged items will be posted weekly in the Vendor Only Spaces group so Vendors may identify and claim their property. You are welcome to ask about the shelf at any time. Vendors are given three (3) weeks from the date of posting to claim the untagged items. Any items remaining unclaimed after three (3) weeks shall become property of Florida's Antique Mall.

BOOTH DISPLAY STANDARDS: All merchandise and displays must be maintained in a safe, secure, and orderly condition at all times. All items must remain within the boundaries of the Vendor's assigned space. Aisles and pathways must be kept clear of merchandise, signage, or any other obstructions at all times.

The following structures and fixtures are not permitted within any Vendor Space:

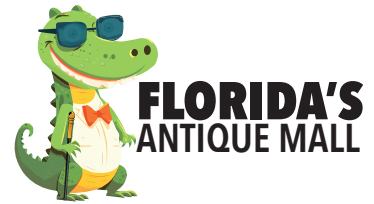
- Pop-up tents or unsecured structures of any kind***
- Locked display cases***
- Tin or plastic shelving units***
- Plastic Clothing racks***
- Folding Tables***

No items, displays, or signage may be placed or displayed higher than ten (10) feet from the floor. Booth walls or dividers may not exceed eight (8) feet in height under any circumstances. The limit is strictly enforced. All hanging or overhead signage must receive prior written approval from the General Manager before being displayed. To request approval, please email: info@floridasantiquemall.com.

Vendors are responsible for maintaining a safe environment within their assigned space at all times. Rugs are permitted, but must be low-pile and fully secured to the floor with tape or appropriate fasteners. Shag, high-pile, or elevated rugs are not permitted under any circumstances. No items may be left strewn across the floor or placed in a manner that creates a tripping or safety hazard. All spaces immediately adjacent to the Vendor's space must remain clear and accessible at all times.

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Any display, structure, or condition within a Vendor's space that is deemed unsafe by Mall management shall be classified as a Safety Discrepancy and documented in the Vendor's account record. Vendors who accumulate three (3) Safety Discrepancy violations shall be subject to termination of this agreement. However, Florida's Antique Mall expressly reserves the right to terminate the agreement immediately and without prior notice at any time, for any reason, regardless of the number of prior violations. Assessment of fees for violation of standards is at the discretion of Mall management.

Vendors must obtain prior written approval from Management before constructing, modifying, or altering any booth. Requests for booth improvements, such as wall construction, may be submitted at the front desk. A Mall team member will follow up regarding scheduling.

The estimated cost for wall construction, including materials and labor, ranges from two-hundred fifty dollars (\$250) to four hundred dollars (\$400). Vendors who wish to supply their own materials may do so, in which case labor charges will be assessed separately.

Any and all improvements constructed within a Vendor's Space, whether by staff or Vendor, shall remain in place upon termination of the Agreement and shall become permanent property of Florida's Antique Mall.

HOUSEKEEPING: Vendors are expected to maintain their assigned space in a clean, organized, safe, and presentable condition at all times. Florida's Antique Mall is responsible for the maintenance of the building's common areas, including restrooms, aisles, and shared spaces.

If a Vendor's booth requires cleaning or rearranging by Mall staff, Vendor will be notified in advance and given the opportunity to address the issue personally before any action is taken. If Mall staff must perform the cleaning or rearranging on Vendor's behalf, a service fee of twenty-five dollars (\$25.00) shall be assessed to the Vendor's account.

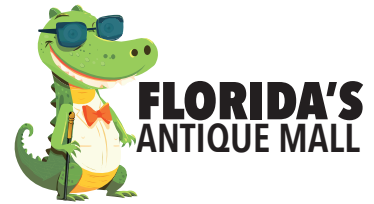
Vendors are responsible for moving their own inventory, display accessories, and furniture. Vendors who require assistance may hire an independent mover or request assistance from Mall staff for an additional fee.

VENDOR SALES: Vendors are welcome to run promotional sales within their assigned space. Please note that Florida's Antique Mall's point-of-sale system supports full booth discounts only. Individual item markdowns are not supported at this time. To set up a booth sale, check in with the front desk team and provide the desired discount percentage along with the sale's start and end dates. Vendors are encouraged to include the sale's end date on any in-booth signage. Please refer to the promotion as "booth sale" or "space sale" rather than a "store sale," as each vendor space is independently managed. This helps avoid confusion for customers. Vendors are responsible for removing all promotional signage promptly upon the conclusion of the sale period. If signage remains posted beyond the sale end date, or no end date is displayed, Florida's Antique Mall reserves the right to continue honoring the advertised discount until Vendor removes the signage.

DISCOUNT AND NEGOTIATIONS: Florida's Antique Mall's goal is to sell Vendor inventory at prices set by the Vendor. However, Vendors have the option to authorize Mall staff to offer a ten percent (10%) discount on any individual item priced at twenty-five dollars (\$25.00) or more, upon a customer's request. Vendors must indicate their discount preference in the designated area at the end of this Agreement.

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For any single item priced at one hundred dollars (\$100.00) or more, Mall staff will contact the Vendor directly to discuss any offer made by a customer before applying a discount.

FIRE SAFETY: Florida's Antique Mall is a smoke-free facility and complies with all applicable state and local fire safety regulations. *The following are strictly prohibited on Mall premises:*

-Smoking of any kind inside the Mall

-Open flames, burning candles, or burning incense

-Items containing alcohol, flammable liquids (including but not limited to gasoline or lamp oil), or poisonous substances

-Extension cords or surge protectors of any kind within Vendor spaces, as required by order of the Fire Marshal

Violations of fire safety standards shall be treated as a Safety Discrepancy as outlined in these Guidelines.

VENDOR CHECK IN/OUT: All Vendors visiting the mall with intent to access or work on their space must check in at the designated Check-In area upon arrival. Vendors must provide their Name and Vendor ID number. They will be issued a Vendor badge to be worn visibly at all times while on premises. Upon completing work in their space, Vendors must return to the Check-In area, return their badge, and submit any totes, bags, or boxes for inspection by Mall staff prior to exiting the store.

VENDOR LOADING/UNLOADING: Vendors are prohibited from parking in fire lanes at any time, including during loading and unloading. Shopping carts are available for Vendor use when transporting items to and from the parking lot. Large items, including but not limited to furniture, may not be brought through the Mall's front entrance. Vendors transporting large items must use the designated side door or rear loading dock. Access to these areas must be requested from a Mall team member at the time of check-in. Dollies and hand trucks are available for Vendor use and may be requested at the front desk. Mall staff may not be able to assist in bringing in large items, so please bring adequate assistance.

BUSINESS HOURS: Florida's Antique Mall is open to the public daily from 10:00 A.M. to 7:00 P.M. Business hours are subject to change at the discretion of Mall management. Florida's Antique Mall will be closed on the following holidays: Easter Sunday, Thanksgiving Day, and Christmas Day. The Mall may also close during declared states of emergency or when government-mandated curfews and business restrictions are in effect.

SUGGESTIONS, COMPLIMENTS, CONCERNS: Florida's Antique Mall welcomes feedback from Vendors. Suggestions for Mall improvements, compliments, concerns, or any other communications may be submitted through the Mall's website at: floridasantiquemall.com/contact

I have reviewed the Vendor Operational Guidelines, and, by signing, agree to comply with all terms and conditions outlined in the contract.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Do you authorize us to offer a 10% discount, on any item over \$25, upon customer's request? Y or N



**FLORIDA'S
ANTIQUE MALL**

1430 HIGHWAY 41 NORTH
INVERNESS, FL 34450
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COMMUNICATION/ MARKETING INFO

INTERNAL VENDOR COMMUNICATION

We use email and our vendor phone/web app to stay connected and informed. The vendor app includes videos from past Vendor Vision Workshops to support your success. You will need to download the Wix Spaces app for access. This is a private group for VENDORS ONLY. Do not share with anyone.

App Instructions:

1. Download the app and select I have an invite code.
2. Use the code **7ODFCI** to easily find the Florida's Antique Mall. You'll receive an invitation to create a password via the email you sign up with.
3. Login with those credentials select groups section to find the vendor only area. We encourage you to use this area to communicate with other vendors, share items for sale or upcoming events that may benefit others. Our team will also post updated and share photos of any lost or untagged items.



Download the Wix Spaces App

HELPFUL INFORMATION:

Manny Pesco | Owner: Manny@floridasantiquemall.com

Ron Millward | General Manager: Info@floridasantiquemall.com

Judy Baughman | Financial Questions: Admin@floridasantiquemall.com

WIFI INFO: Fam_Vendors **Password:** FamVend2!

ADVERTISING: We actively promote the mall and your business through a variety of print publications, paid advertising, and social media channels that reach customers all across Florida. We need your help on our journey to become Florida's largest antique destination.

Trying to improve your booth sales? Visibility is key! Help us grow the mall in a variety of ways:

- Following @**FloridasAntiqueMall** on Facebook, Instagram, TikTok, YouTube, NextDoor, Yelp, Trip Advisor, and Google
- Liking, sharing, and commenting on our posts
- Post regularly about your business, tag us in photos and updates of your booth — we'll feature you!

WE'RE SOCIAL!



@FLORIDASANTIQUEMALL

Scan to find us
on all platforms.



GOOGLE REVIEWS MATTER!

Your reviews help the mall show up better in online searches which helps people find our mall easier.

Please take a moment to leave a positive Google review and encourage your friends and family to do the same!

Scan to leave
a Google review.



CREATIVE SUPPORT

Would you like our team to create videos, take photos, or create graphics for your business?

Fill out this form and our creative team will reach out to talk about your needs and negotiate a price and timeline.

Scan to access
the support request form.

