

# Boathouse Treats & Treasures Showcase Rental Agreement

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Alternate Phone Number \_\_\_\_\_

Account # \_\_\_\_\_ (Boathouse Treats & Treasures will assign)

Lighted and non-lighted showcases are rented month-to-month. However, we strongly encourage renters to consider leaving merchandise in the shop for a least six-months to get a more accurate read on sales.

Please email photos of the type of items you would put in a rental showcase. Our goal is to have items that bring variety and uniqueness to the shop.

## Terms

Upon completing a Boathouse Treats & Treasures Showcase Rental Agreement, you will be assigned a four-digit account number. All sales will be tracked with Boathouse Treats & Treasures Point of Sale System.

## Rent

Showcase rentals are priced by size and style. Leases begin the first day of each month. Rent is payable in advance and is due on the first day of each month. Showcase rental for the first month may be pro-rated if the renter wishes to start renting mid-month.

## Past-Due Rent

If the monthly rent is past-due, the personal belongings in a renter's showcase must be removed from the shop during business hours, within seven days. If the items are not removed, they become the property of Boathouse Treats & Treasures. We don't expect this will happen, but in fairness to other renters and the business, this will be enforced.

## Rent Payment

Rent may be paid with cash, check or credit card.

## Showcase Locks and Keys

Locks and keys for all showcases will be provided by Boathouse Treats & Treasures. A key will be given to each renter for access to their rental showcase. One key will be kept by Boathouse Treats & Treasures staff.

\_\_\_\_\_ I agree to the Terms. (Please initial if you agree)

## Tagging

All items must be clearly and accurately tagged. At a minimum, tags must include the account number, a brief description of the item and the price. If the renter has inventory numbers, etc., they may also include this information on their tags. If an item is being sold "As Is", this must be indicated on the tag.

Items being used for display purposes only must be clearly marked with the account number and the words "Display Only" or "Not for Sale".

\_\_\_\_\_ I agree. (Please initial if you agree)

## Showcase Displays

Renter must maintain neat, attractive and clean showcases. Renters are encouraged to rearrange and replenish merchandise within their leased showcase at least once a month.

Renters may tend to their showcase only during regular store hours.

\_\_\_\_\_ I agree. (Please initial if you agree)

## Merchandise

All items should be clean and in good condition.

Boathouse Treats & Treasures prefers to have the shop filled with items that are vintage, antique or handmade. Any reproduction items must be clearly identified as such. Boathouse Treats & Treasures reserves the right to require renters to remove any items that could be perceived as offensive or for any other reason.

\_\_\_\_\_ I agree. (Please initial if you agree)

## **Commission, Fees and Sales Tax**

A 10% commission, based on the selling price will be retained by Boathouse Treats & Treasures on all cash sales. A 13% commission will be retained by Boathouse Treats & Treasures on all credit card sales. Sales tax requirements will be discussed with each renter. Legal businesses are required to collect sales tax by state law.

\_\_\_\_\_ I agree. (Please initial if you agree)

## **Termination of Rental Agreement**

If a renter wishes to stop renting their showcase, a two week written notice is requested. If the rental agreement ends during the first month, no refund will be issued. If the rental agreement ends after the first month, a refund will be issued based on the remaining days of the monthly rental agreement.

Boathouse Treats & Treasures has the right to terminate a renter's rental agreement at their discretion and for any reason, if policies are not adhered to.

\_\_\_\_\_ I agree. (Please initial if you agree)

## **Liability**

Boathouse Treats & Treasures owners and employees are not responsible for any resulting damage, theft, loss, injury or legal action related to our store or showcase rental program. Renters sell at their own risk. Renters may purchase renters insurance. Boathouse Treats & Treasures will monitor items to the best extent possible and promote the sale of renters' inventory.

\_\_\_\_\_ I agree. (Please initial if you agree)

## **Payments**

Checks for sold items are issued the 15th of each month. Please cash checks within 90 days. Checks are invalid after six months. Checks may be picked up in the shop or mailed. Please provide self-addressed envelopes if you would like your checks mailed.

\_\_\_\_\_ I agree. (Please initial if you agree)

## **Ownership**

I certify that I am the rightful owner of the items I am selling and I have the authority to sell them. Boathouse Treats & Treasures will be held harmless from any disputes if this is violated.

\_\_\_\_\_ I agree. (Please initial if you agree)

## Marketing and Branding

Boathouse Treats & Treasures, retains the right to display and market products through its website, social media, promotional events, advertising and in-store displays. Renters are encouraged to advertise through their personal websites and social media. Boathouse Treats & Treasures also encourages renters to tag, pin, or comment on any of the Boathouse Treats & Treasures social media sites as a means of bringing visibility to the shop.

## Hours of Operation

Boathouse Treats & Treasures will close Thanksgiving Day, Christmas Eve Day at noon, Christmas Day, New Year's Day and Easter Sunday. The store may also close during severely inclement weather and reserves the right to close at the owners' discretion if necessary. Hours of operation are posted on the shop's website.

## Staffing

Boathouse Treats & Treasures will provide staff for daily operations including managing the shop, doing all sales transactions and providing assistance to customers. Showcase renters are not required to work in the shop.

\_\_\_\_\_ I agree. (Please initial if you agree)

I have read the Boathouse Treats & Treasures Showcase Rental Agreement and agree to its terms.

Printed name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_