

DEALER AGREEMENT

Antique Center at Camelot Village, hereinafter called the Center, and undersigned Dealer hereby agree as follows:

THE CENTER SHALL:

1. Open daily from 9:30-5:30 seven days a week (except for Easter, Thanksgiving, Christmas and New Years).
2. Provide all heat, air conditioning, electric power, telephone and other necessary utilities and services. Dealer shall reimburse the Center for any unusual services so required. Separate telephone for specific dealers shall not be available unless each dealer chooses to separately contract for same with telephone company.
3. Provide and maintain, including grading, surfacing, snowplowing and sanding sufficient parking areas to comply with local zoning, customer, staff and dealer needs.
4. Permit access during regular business hours for deliveries or shipments or at such other times as the Dealer and the Center shall agree.
5. Provide general public liability insurance coverage for the Center and its appurtenant parking areas in limits up to \$1,000,000.
6. Provide and pay for sufficient, knowledgeable staff to promote and sell Dealer's merchandise and to keep the premises in good order and safe condition.
7. Remit to the Dealer by the sixth day of each calendar month sales receipts and payment for the previous month.
8. Assume all responsibility for the collection and remittance of all sales taxes to the Vermont Department of Taxes.
9. Assess a ten (10) percent sales commission on the sale of all items, which shall be capped at \$25.00. Furniture, which is defined as anything made to sit on the floor and hold something or someone, shall be assessed a five (5) percent sales commission, also capped at \$25.00. All items sold on E-Bay are subject to a straight ten (10) percent commission.
10. American Express, Visa, MasterCard and Discover will be honored on all sales. Center will deduct 3.5% to cover expenses of credit card sales.
11. Provide 30 days prior to notification to dealer of a decision to relocate dealer or request that they leave the center.
12. The Center shall list items for dealers on E-Bay as a part of the basic service included in the rent/commission structure. The Center shall charge dealers the listing fees and all "Final Value Fees" assessed by E-Bay. The Center shall assess a straight ten (10) percent commission on all E-Bay sales, there is no capping of the commission.

DEALER SHALL:

1. Provide the Center with an address and telephone number through which the Dealer may be contacted.
2. Provide their own insurance to cover losses from fire, vandalism, theft and other perils as the Center shall assume no responsibility for losses resulting from the aforementioned. The Center recommends the provision of liability and casualty insurance also. Regardless of insurance coverage selected, the Dealer agrees to hold the Center harmless against loss, claim or expense

for injury to persons or property occasioned by Dealer or gent at the Center. The Center will provide information on insurance.

3. Be assigned a booth after the agreement has been signed and merchandise has been approved by management.
4. Not alter the size of their area without prior approval of management.
5. Give one month's notice to quit the Center. Dealer remains liable for rent until all Dealer's property is removed from Center.
6. Service booth at least every two weeks (bring in fresh merchandise, rearrange, clean and dust). This will keep booth from getting "stale" and encourage repeat customers.
7. All sales must go through the main sales desk.
8. Agree that all property on premises shall be at the sole risk of the dealer, and that the Center shall not be liable to the Dealer or any other person for the injury, loss, theft or damage occasioned by any cause whatsoever. If dealer desires to have his property insured, dealer shall carry insurance at dealer's sole cost and expense. Dealer's insurance company shall have no subrogation rights against the Center, and dealer shall indemnify and hold harmless the Center from any such claims.
9. Dealer may review his/her own sales slips and records at any time through management.

INVENTORY PROCEDURES AND REQUIREMENTS:

1. Inventory sheets must have consecutive numbers, and the date merchandise was brought in.
2. Any item taken out must be checked out and reviewed by Center personnel.
3. All merchandise must be antique or collectible, and all items are subject to approval by management. Any item not approved by management must be removed within 48 hours.
4. Approved reproductions will be accepted provided they are clearly marked as such.
5. All price tags/labels must be legible.
6. Merchandise must be priced prior to bringing it to the Center.
7. Labels and tags MUST follow the Center's format and include dealer number as indicated on the following page.
8. The Center will automatically give a 15% courtesy discount on items \$15.00 or more, unless otherwise noted on your tag with an "ND", to dealers who properly identify themselves and provide us with their tax ID number. In such instances, the Center shall only charge a 5% commission. All commissions are capped at \$25.00, except for items sold on E-Bay.
9. Dealers shall provide their own supplies such as tags, etc.
10. Dealers shall use their own means of moving their merchandise in and out of the premises, although the Center will provide reasonable assistance. We ask you to call ahead if you will need assistance.
11. Dealers must keep booth full (but not overcrowded) at all times including time during dealer's shows.
12. Dealers must keep their display within their designated space.

\DEALER AGREES TO ABIDE BY ALL RULES AND PROCEDURES AND UNDERSTANDS THAT FAILURE TO FOLLOW RULES AND PROCEDURES IS CAUSE FOR REMOVAL OF DEALER FROM CENTER.

DEALER' S SIGNATURE _____ **DATE** _____

CENTER REPRESENTATIVE _____ **DATE** _____

BUSINESS NAME _____ **SALES TAX #** _____

MAILING ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

TELEPHONE (Business) _____ **Home** _____

MONTHLY RENTAL (PLUS 10%) _____ **BOOTH SIZE** _____

YOUR DEALER NUMBER IS _____ (Please use this number on all tags)

RENT (Shall) _____ **(Shall Not)** _____ **BE DEDUCTED FROM SETTLEMENT.**

DEALER TO PARTICIPATE IN THE ONCE A MONTH SALE DAY Yes ___ No ___

MONTHLY SETTLEMENT CHECK SHALL BE (Mailed) ___ **(Held for pickup)** ___

This is the format for your tags:

Price N.D.

(if no discount allowed)

**Description: Be specific, age, color,
history, size, what it is made of, etc...**

Dealer # Item #