

# Everything Riverfront

## VENDOR AGREEMENT

This Agreement is made by and between \_\_\_\_\_ (“Consignor”), whose address is \_\_\_\_\_, whose vendor number is \_\_\_\_\_, and RIVERFRONT STORE: \_\_\_\_\_, LLC (“Consignee”), whose address is:

- Riverfront Antiques 243 5<sup>th</sup> Avenue South, Clinton, IA 52732 – 563-242-9000
- Boutiques at Riverfront 212 5<sup>th</sup> Avenue South, Clinton, IA 52732 – 563-243-0034
- Riverfront Marketplace 216 5<sup>th</sup> Avenue South, Clinton, IA 52732 – 563-243-0034

on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (this “Agreement”). The parties mutually acknowledge, covenant and agree as follows.

1. TERM AND RENEWAL: Consignor and Consignee mutually covenant and agree that the Term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_, and continue for a period of two (2) calendar months until close of business on \_\_\_\_\_, 20\_\_\_\_ (“Term”). The term shall renew automatically for an additional TWO (2) calendar months until this Agreement is terminated as provided for herein. **Initial entry into our store may be pro-rated based upon your first month as all rent payments are due on the 1<sup>st</sup> of each month.**
2. QUALITY OF ITEMS:
  - a. Riverfront Antiques is a high-quality antique mall. Please do not bring overly crafty items or glassware. Pyrex is accepted. Handmade items are welcomed. No shelving may be plastic or pressed board. Everything has to be top quality. We want to maintain the highest standard of quality and it does not take too many cheaper items into a store like ours to change the “feel” of the store.
  - b. Boutiques at Riverfront is a high-quality clothing boutique. We love accessories as well. The more unique the item, the faster it will sell. Please no inexpensive items. We will supply black velvet hangers and, beginning in the spring, we will also supply the clothing racks.
  - c. Riverfront Marketplace has a great variety of items ranging from hand-crafted to Amish to vintage. We love and want to keep the feel of a marketplace. We have many options for shelving for your items. If you provide your own, please keep the “no plastic” rule in mind.
3. PREPARATION OF ITEMS: All items brought into the stores must be tagged, priced, come with an inventory sheet, be cleaned and ready for placement on the floor. Please make an appointment with the manager so that we have adequate staff to assist. No items are to be brought in or taken out without an appointment as it disrupts the customers in the store.

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4. FEE ARRANGEMENTS: RENTED GALLERY/PREMIUM. Consignor shall pay \$\_\_\_\_\_ for approximately \_\_\_\_\_ square foot for Gallery Section \_\_\_\_\_ and/or Premium Space fee of \$\_\_\_\_\_ flat rate, on a monthly basis to display the Property of the Consignor ("Rent").

- ANTIQUES: Since we use **Integrated Antiquing™** to display your items throughout our beautiful store, premium spaces WILL NOT be rented per square foot perse; premium spaces will be evaluated based on visibility and placement within the retail area and priced at a flat rate. The Consignor shall rent the Gallery/Premium area for a period of sixty (60) days. The first month shall be paid at the execution of this Agreement. The rent shall be NON-REFUNDABLE in the event this Agreement is terminated for any reason or canceled with the consent of the Consignee.
- BOUTIQUES: The boutique spaces will be assessed on a "per rack" price point.

After the initial entry into our store, the Monthly Rent shall be paid on or before the 1<sup>st</sup> day of each month. In the event that payment is not received by the 5<sup>th</sup> day of the month, then a \$25.00 late fee shall be assessed. Any returned check for insufficient funds shall be subject to a \$35.00 fee.

- a. In addition, Consignor shall pay to Consignee 20% of gross sales on a monthly basis. Consignee shall pay the sales tax from the sale and remit to sales tax to the State of Iowa. **Rent can no longer be deducted from monthly sales.** Consignee shall pay rent on or before the 1<sup>st</sup> of each month. Consignee sales checks shall be mailed between the 20<sup>th</sup> and 25<sup>th</sup> of each month.

5. CONSIGNMENT ITEMS: Any items that are accepted on a consignment basis will be spilt 50/50. 50% to the consignor and 50% to the Consignee. Once an item comes into the store for consignment, it will stay in the mall until it sells. After 60 days the consignee has the right to mark the item down by 25% per month until it sells. It is our goal to move your items as quickly as possible so that we both make money and to make room for new items.
6. LIQUADATED DAMAGES. \_\_\_\_\_ (Initials) In the event the Rent, plus late fee, is not paid by the 10<sup>th</sup> day of the month, then this Agreement shall terminate, and Consignee shall retain all sums in Consignee's possession paid by or owed to Consignor as liquated damages.
7. PRIOR APROVAL. Consignee shall approve any and all Property and displays before placement on the sales floor. Consignee has the right to request immediate removal of any Property or displays and Consignor shall promptly remove said items within three (3) business days.
8. SALES PRICE. Consignor shall set the initial sale price of their items. Consignor may change the sale price at any time before the sale of the item with the consent of the Consignee. Without Consignor's consent, Consignee shall have the right to discount up to 10% of the sales price of any item priced at \$30.00 or higher. Sixty days after any item is still on the sales floor, Consignee has the right to start marking items down 25% per month. Consignee shall not be responsible for any tag switching with other merchandise resulting in a lesser sales price to the Consignor.

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9. **BREACH OF THIS AGREEMENT.** If Consignee breaches this agreement, by failing to provide the Net Sales Proceeds or any other item of this Agreement, the Consignor shall have the right to terminate this agreement upon one calendar month's written notice to consignee. Consignee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default within the notice period (a calendar month), and if such corrective action is taken prior to the end of the notice period, then there shall be no termination of this Agreement until the end of the Term.
10. **RULES AND REGULATIONS.** Consignor agrees to abide by the rules and regulations of the Consignee which are incorporated herein and adopted by reference and made a part of this Agreement for all purposes. The Rules and Regulations may be amended from time to time with reasonable notice (15 days) for compliance by the Consignor. Vendor agrees to upon signing this contract that the rules and regulations will be read and followed.

Initials \_\_\_\_\_

## 11. MISCELLANEOUS.

- a. **BINDING EFFECT.** This Agreement shall be binding on any successors, heirs and assigns of the parties. Neither party shall have the right to assign its interests in this Agreement, unless prior written consent is attained by the other party.
- b. **TERMINATION.** Either party shall have the right to terminate this Agreement for any reason upon one full calendar month's written notice to the other party.
- c. **INDEMNIFICATION.** Consignor solely bares the risk of loss, theft, damage, grossly negligent or negligent errors and omissions of Consignor or Consignee related to any consigned Property. Consignor shall indemnify, defend and hold harmless to the fullest extent allowed by law Consignee and its managers, agents, representative, assigns, and employees harmless from and against any and all claims, actions, damages, liability of any kind whatsoever, including without limitation personal injury, death, loss, theft, damage, grossly negligent or negligent errors and omissions of Consignee, or any other cause of action.
- d. **INSURANCE.** Consignor may obtain (renter's Insurance) an insurance policy that covers the stated value of all Consigned Property in Consignees' custody, care or possession. In the event that the insurance policy is obtained, Consignor will pay the monthly premiums and deductibles for the insurance policy and Consignor will name the Consignee as an additional insured. A declaration page will be provided to Consignee.
- e. **NON-WAIVER.** The failure if Consignee to enforce any provision of this Agreement shall not be construed as a waiver or limitation to subsequently enforce and compel strict compliance with every provision of this Agreement.
- f. **GOVERNING LAW/VENUE.** This Agreement shall be construed under Iowa law. Any lawsuit shall have its situs Clinton County, Iowa.
- g. **SURVIVAL.** The obligations contained in this Agreement shall survive the termination of this Agreement.
- h. **TIME OF ESSENCE.** Time is of the essence of this Agreement and each and every covenant, term, condition and provision hereof.

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- i. PARAGRAPH HEADINGS. Captions used in the Agreement are for the identification only and not par to f this Agreement.
- j. ENFORCEABILITY. The invalidity or enforceability or illegality of any provision or any part of any provision of this Agreement shall not affect or impair any other provision or any other part of any provision.
- k. ENTIRE AGREEMENT. This agreement is the entire agreement of the parties, all prior representations or agreements having been merged into this Agreement, and this Agreement may not be modified. Each party warrants and represents that he/she/it has the authority to enter into this agreement as an authorized representative of any company.
- l. ATTORNEY'S FEE/COSTS. In the event either party hereto is required to commence any action against the other to enforce any of the terms, conditions or obligations of this Agreement, then the prevailing party shall be entitled to recover all costs and expenses

so incurred by reason thereof from the other party, including but not limited to reasonable attorney's fees, court costs, mediation, arbitration, reasonable appellate attorney's fees and appellate costs.

IN WITNESS WHEREOF, this Consignment Agreement becomes effective upon the signature of the Consignor and Consignee as of the day and year written below.

**CONSIGNOR:**

_____	_____
<b>Name</b>	<b>Date</b>
<b>Email:</b> _____	
<b>Phone:</b> _____	

**CONSIGNEE: EVERYTHING RIVERFRONT LLC**

\_\_\_\_\_  
**Manager/Employee**

**Witnessed by:**

_____	_____
<b>Name</b>	<b>Date</b>

# Everything Riverfront

Initials \_\_\_\_\_

[IowaRiverfrontAntiquesllc@gmail.com](mailto:IowaRiverfrontAntiquesllc@gmail.com)

**Teria Jackson (563) 593-4997**

**It is our goal to have a beautiful store full of top-quality items.  
With BOTH of us working together to make it profitable to each party. If there is  
ANYTHING we can do to make your experience with us better, please feel free to  
let us know.**

Gateway Access Password \_\_\_\_\_

[www.goantiquing.net/](http://www.goantiquing.net/) \_\_\_\_\_

(This is to be used only when logging in to gateway)