

EMPORIUM ANTIQUES

DEALER RENTAL CONTRACT AND POLICIES

SECTION I: DEALER SPACE

Dealer space with the EMPORIUM is rented at the rate of \$2.50 per square foot monthly. At the end of each month it is understood this rental agreement will automatically and entirely renew for the following monthly term unless written notification of termination is given thirty days prior to the completion of the monthly term by either EMPORIUM or leasing dealer.

Full rent payment is expected on the first day of each month. After 5 days of nonpayment the leasing dealers account will be considered in arrears and subject to a \$10 late fee or termination by EMPORIUM. If the sale merchandise must be removed from the rented space for nonpayment of agreed rents, the dealer agrees to pay all labor removal costs plus a \$5.00 per day storage fee. If settlement of the outstanding account is not made within three (3) months, sale merchandise will be sold at auction to recover rentals, labor and storage fees and any incurred legal fees.

SECTION II: LICENSES/PERMITS

Dealer will maintain a current Retail Sales Tax license and a Frederick City Traders License. Dealers will annually provide to the EMPORIUM office a copy of their Frederick City Traders license as renewed. Dealer shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all of their departments and bureaus applicable to this premises, and the renting dealer shall also promptly comply with and execute all rules, orders and regulations of the regional Underwriters Association for the prevention of fires at the renting dealers own cost and expense.

SECTION III: DEALER FIXTURES/DISPLAY PROPS

60% of the total rented space will be improved with carpeting, floor covering, old or older looking rugs. All carpeting will be short pile and the edges secured for the customers' safety.

Natural, painted wood, or attractively constructed barriers between booths are encouraged to enhance the overall booth appearance. All construction plans must have prior written approval from EMPORIUM management. All construction cost will be borne solely by the exhibiting dealers. Exhibiting dealer agrees to finish all areas of the barriers exposed into other dealers rented area. Once constructed, all stationary improvements become leasehold improvements of EMPORIUM and may be removed only with written permission of EMPORIUM management.

Dealers will display their approved trade name sign within their rented booth. Signs must be professionally lettered or of very good quality. All other signs or trade literature must be approved by management prior to placing in booth.

All secured display showcases must be secured with a substantial operable lock that is easily accessible to all EMPORIUM personnel. Showcases are inspected daily for security.

SECTION IV: ACCOUNTING/MANAGEMENT FEES

Checks for sale of dealers merchandise will be issued to the selling dealer bimonthly on the 5th and the 20th of each month. The accounting periods will be the 1st day of the month through the 15th day and the 16th day of each month through the last day of the month. Dealer will receive a statement of sales transacted by the EMPORIUM for the bimonthly period. At the end of each accounting period, EMPORIUM will deduct from the dealers sale total all collected Maryland State retail sales tax and remit to the Comptroller of the Treasury of Maryland. Dealer checks will be filed in the dealer mailboxes unless written notification is given for mailing procedures along with self-addressed stamped envelopes.

Dealers will furnish the EMPORIUM written instructions regarding inventory codes, discounts or other special instructions for the sale of their antiques.

SECTION V: MERCHANDISE

Merchandise offered for sale must be: antique, vintage or decorator quality. The EMPORIUM reserves the right to determine the acceptability of any item offered for sale and the overall booth appearance. No hazardous, dangerous, or endangered materials or merchandise displayed or offered for sale. The EMPORIUM complies with laws of the State of Maryland regarding acceptability of sale merchandise including handguns and knives.

Unless prearranged at a per-hour rate, Emporium sales staff will not assist dealers in bringing merchandise into the Emporium.

Dealers are encouraged to personally attend to sales in their rented areas and to keep them clean and orderly. If a dealer's booth becomes visibly dirty or dusty, the dealer will be notified to clean it. If the dealer does not clean the booth within a reasonable period the booth will be cleaned at a cost of \$25 per hour.

Dealers will keep all sale items within their rented boundaries. There will be no encroachment on other dealer's areas or of common areas.

Dealers removing items from their booth for events will first call at least 24 hours in advance and reserve an Emporium staff person to supervise the wrapping and removal of items from the building. If a staff person is unavailable, dealer agrees to pay \$10 per hour, 2-hour minimum, for additional hired Emporium staff. This is solely to prevent shoplifting and will be strictly enforced. If dealer must remove items on the weekends, be prepared to wait as customers come first.

SECTION VI: LIABILITY

All property placed or moved into the premises shall be at the risk of the exhibiting dealer or owner thereof, and the EMPORIUM shall not be liable for any damage to said property, or to the lessee arising from theft, bursting or leaking of water pipes, roof damage or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement and the property rendered untenable, then the lessor shall have the right to render said premises tenable by repair within ninety days there from or to cancel this lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

This contract shall bind the renting dealer and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors, as the case may be.

The renting dealer hereby pledges and assigns to the EMPORIUM all the furniture, fixtures, goods and chattels which shall be brought into the premises as security for the payment of the rented space. The renting dealer agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the EMPORIUM and does hereby agree to pay all attorneys fees or amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the EMPORIUM.

It is hereby agreed and understood that in the event the EMPORIUM decides to remodel, alter or demolish all or any part of the premises leased, or in the event of the sale or long term lease of all or any part of the building, the renting dealer hereby agrees to vacate same upon receipt of thirty days written notice and the return of any advance rental paid on account of this lease.

The renting dealer hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to the EMPORIUM immediately upon demand, any damage to water apparatus, or electrical lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act of neglect by the renting dealer, or of any person or persons in the employ or under the control of the renting dealer.

It is expressly agreed and understood by and between the parties to this agreement, that the

EMPORIUM shall not be liable for any theft, breakage or damage or injury by water which may be sustained through renting dealer or for any other damage or injury resulting from the act of neglect of any other tenant of the EMPORIUM, its agent or employees or by reason of breakage, leakage, obstruction, casualty or occurrence in or about this building. Tenants will indemnify and hold EMPORIUM harmless from and against any claim or action arising from the tenants use and occupancy hereunder.

THE EMPORIUM SHALL HAVE THE RIGHT TO MAKE OTHER REASONABLE RULES AND REGULATIONS, AS IT DEEMS PROPER AND MAY AMEND THE SAME, AND THESE SHALL BE BINDING TO ALL DEALERS.

Signature (exhibiting dealer)

Date

IN WITNESS WHERE OF, the landlord and tenant have executed this lease this the _____ day of _____ Two thousand and _____.

The Emporium at Creekside (agent)
Updated 03/2014

Date

DEALER RENTAL APPLICATION

NAME (personal) _____

TRADE NAME _____

ADDRESS _____

PHONE (home) _____ (work) _____

CELL PHONE OR MOBILE _____

MARYLAND RETAIL SALES TAX # _____

TRADER LICENSE NUMBER _____

TYPE OF MERCHANDISE _____

REFERENCES (i.e. current shop location, show promoters, other in-house dealers)

1.

2.

3.

IF YOU ARE UNABLE TO FURNISH ANY ABOVE REFERENCES YOU MUST SUBMIT PHOTOS OF CURRENT INVENTORY YOU WOULD BE DISPLAYING FOR SALE.

DATE _____

To apply for a booth at Emporium Antiques, bring or mail this page only to:

EMPORIUM AT CREEKSIDE ANTIQUES
Attn: Kathy Maxwell, leasing agent
112 EAST PATRICK STREET
FREDERICK, MARYLAND 21701

EMPORIUM ANTIQUES - Dealer Contact Information

Please contact me at the following numbers

- 1) _____ (home, work, cell)
- 2) _____ (home, work, cell)
- 3) _____ (home, work, cell)

I wish to offer any professional antique dealer or other member of the decorating trade the following trade discount.

It is understood that any item under \$10 is firm regardless, unless a sale sign is posted in the booth offering a percentage off. This discount policy may be amended at any time.