



# Dealer Contract

Name:	
Address:	
City, State, Zip:	
Phone Number:	
Emergency Contact:	
Email:	

Wing:

- Birdie
- Maisie
- Charlie
- Margie

## PAYMENTS

1. Starting the \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_, Dealer agrees to pay \$ \_\_\_\_\_ a month for booth # \_\_\_\_\_ as specified above.
2. Dealer will pay a deposit of \_\_\_\_\_ (equivalent to 1 month of booth rent) by \_\_\_\_\_, which will act as their first and last month of rent. The rent for every subsequent month will be automatically deducted from the previous month's sales through operating system Quail.
3. Dealer will pay a 10% commission fee on every item sold, as well as a 3.5% fee on every item bought with a card.
4. Dealer will receive a check on the 7th of every month after their first month if rent is made. The check will reflect a breakdown of fees, sales, commission, and any other factors impacting the net profit earned by Dealer over the course of the previous month.

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5. If rent has not been made by the end of the month, Dealer will be required to pay the remainder of their rent by the 15th of the following month. If Dealer does not pay rent by the 15th, a \$5 surcharge will be added for every day the payment is late.
  6. A \$5 subscription fee will be available to Dealers to allow access to individual records of sales and payout breakdown that month through third party operating system Quail.

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BEHAVIORAL REGULATIONS

7. Dealer is responsible for upkeep and management of booth # \_\_\_\_\_, keeping it clean and orderly. Booths must remain safe and non-hazardous, as determined by Mall employees.
8. Dealer's merchandise must remain within their allotted space in order to avoid tripping hazards. No items or booth infrastructure are permitted to extend beyond masking tape or wall markers as specified in booth dimensions. Rugs must fit within booth dimensions and not extend into walkway space in order to comply with ADA (Americans with Disabilities Act) requirements.
9. If Dealer wishes to vacate booth # \_\_\_\_\_, a 30 day written notice is required.
10. Crescent Moon Mercantile is entitled to enforce a warehouse lien where deemed necessary. If Dealer abandons booth # \_\_\_\_\_ or refuses to pay rent, Mall will hold items in the back warehouse until payment is deposited, at which point Dealer will have 5 business days to collect their items. If items are not collected within the allotted 5 business days, Dealer forfeits ownership over items to Mall.
11. Dealers under the age of 18 must have a parent or legal guardian cosign their dealer contract.
12. Signage displayed in booth # \_\_\_\_\_ must be pre approved by a Mall employee prior to postage unless the sign displays booth #, social media handle, the name of an individual, or a brand logo. Antique or vintage signs (20 years old or more) are not subject to any restriction unless their visible content violates merchandise regulations as seen below. All other signage is subject to the discretion of Mall employees.
13. If an issue presents itself with regard to third party operating system Quail, a complaint must be made in person to Mall employee.
14. Dealers will not be permitted unsupervised access to the loading dock. If Dealer wishes to utilize the loading dock, they must first notify Mall employee who will open the loading dock doors and supervise loading dock use.
15. Dealers will have access to 1 wall outlet per booth at maximum. If Dealer wishes to utilize their wall outlet, they must do so by either plugging electrical item directly into the wall outlet or by way of a surge protector extension cord. All extension cords must be

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certified surge protectors, and marked with the UL 1449 SPD rating. In the event that Dealer ignores this provision and electrical issues are caused to the building or customer by power overdraw, fire, or electrical shock, Dealer will be found liable for all damages caused to Crescent Moon Mercantile premises or injury to customer.

16. Mall employees are not responsible for assisting Dealer with pricing, heavy lifting, tagging, cleaning, or any other manifestation of booth management.
17. If booth # \_\_\_\_\_ contains any security system infrastructure, including but not limited to motion sensors, cameras, infrared detectors, or door indicators, Dealer must not limit access to it by way of covering with furniture, paint, wall hangings, or other implements that restrict the effectiveness of the fixture.

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MERCHANDISE RESTRICTIONS

18. Mall reserves the right to refuse or limit merchandise placed in the Mall's premises.
19. Dealer is prohibited from selling firearms.
20. Dealer is prohibited from selling pornography and political paraphernalia which is less than 20 years old.
21. Weapons and knives (switchblades, butterfly knives, pocket knives, etc) must be kept behind a locked glass case.
22. Mall will not sell weaponry nor knives to those under 18 years of age without the approval of a parent or legal guardian.
23. Dealer is prohibited from selling any merchandise made with the help of artificial intelligence. With regard to AI generated "artwork," suspicion of use by Mall is sufficient to request removal of said merchandise.

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRICING AND SALES

24. When a customer wishes to buy items offered for sale in booth # \_\_\_\_\_, Mall or its employees shall act as the agent of the Dealer and accept payment for said item(s) and act as the intermediary handing ownership over item(s) from Dealer to customer in transaction.

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25. Each item must be tagged unless part of a larger set. Tags must clearly display booth number, price, and description of item(s), all on the same side of one tag. Items belonging to a larger set do not need to be individually tagged, but the tag referring to the set must clearly display the number of items included in the set.
  26. Item tags must be laid out as such: top left corner displaying booth #\_\_\_\_\_, top right corner displaying price of item, and anywhere below displaying a brief description of the item(s).
  27. If a previous sales tag is left on an item and the discrepancy is brought to Mall's attention by the customer, the item will be sold at the lowest price visible on the item.
  28. If Dealer advertises and negotiates a sale via a third party application such as Depop, Instagram, Facebook Marketplace, or Craigslist, Dealer must notify Mall in writing no later than the arrival of the customer at the Mall. Mall cannot apply discounts reliant on word of mouth confirmation from a customer, and must verify with Dealer prior to sale.
  29. Mall does not accept offers on items under \$50 in value. Dealer will be notified about offers made via text or call. Items decidedly ineligible for a discount must be marked "ND," and clearly displayed on the tag.
  30. Mall will provide Dealer with a written record of sales, collected and distributed through third party operating system Quail.
  31. All sales must go through Mall's register as recorded through third party operating system Quail.
  32. Payments made to Dealer will reflect a breakdown of gross sales, rent paid, commission collected, card fees collected, remaining profit, and any other deductions including discounts or late fees.
  33. Mall is not responsible for providing 1099, W2, or other documents required to fulfill taxation obligations as a dealer. It is Dealer's responsibility alone to report their taxable income and pay tax accordingly.
  34. Mall is not responsible for generating multiple or myriad copies of monthly Dealer reports. It is Dealer's responsibility to make copies or hold onto reports as needed.

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

LIABILITY

35. Mall is not responsible for securing or insuring the safety of any item within the confines of booth #\_\_\_\_\_, and Dealer hereby acknowledges and agrees that Mall is not responsible for protecting Dealer from loss by theft, fire, flood, breakage, or any such damage as may reasonably be described as action taken by customer, accident, or act of god.

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36. Crescent Moon Mercantile is not responsible for any theft. Dealer is permitted to add extra cameras to booth # \_\_\_\_\_ as well as work with Tucson Police if a shoplifting incident is believed to have occurred. Any cameras installed by Dealer may not make use of Mall wifi networks, and must instead operate on cellular data. Mall will comply as a witness to any police report.
  37. Crescent Moon Mercantile is not responsible for any accidents endured by dealers or customers. Dealers are encouraged to anchor heavy furniture to booth partitions. Dealers nor Crescent Moon Mercantile are liable for injury incurred by customers as result of an accident.
  38. Dealer hereby agrees to hold Mall harmless for all claims of third parties for any reason whatsoever except such that may reasonably constitute gross negligence of Mall employees or staff arising out of the renting of the premises.
  39. Dealers are permitted to retain third party insurance for their personal on any merchandise.

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTS

40. Mall reserves the right to revise this contract and establish new monthly rental rates and additions to the dealer contract at any time. At time of revision, a new copy will be issued to Dealer and they will be responsible for signing or not by the deadline of check issuance from the previous month.
41. Mall reserves the right to evict Dealer in event of a breach in contract. Dealer will have 7 business days to clean out booth # \_\_\_\_\_ after eviction notice is issued. In the event that Dealer does not clean out booth inventory by closing of business on the 7th day after eviction notice is issued, Dealer forfeits ownership of all remaining merchandise and booth infrastructure.
42. By signing this agreement, Dealer agrees to all current mall rules, restrictions, regulations, policies, and procedures.

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_