

KEEPER'S CORNER, LLC
195 East Main Street
Klamath Falls, Oregon 97601
Vendor Lease Contract (1/28/2007)

THIS LEASE AGREEMENT, entered into on _____, 20____ (date) by and between KEEPER'S CORNER LLC, hereafter referred to as "Landlord", and _____ (Vendor's Name) hereafter referred to as "Tenant".

WITNESSETH:

- 1.) That the said Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions herein after stated does hereby lease unto Tenant space in KEEPERS CORNER for a period of no less than 6 months beginning on _____ (date), and ending _____.
- 2.) Tenant agrees to pay to the Landlord rent at the rate of \$_____ per month, due and payable on or before the tenth day of each month. A late fee of \$10.00 shall be assessed to Tenant's installment if rent is not received or postmarked by the tenth of the month. Should Tenants installment reach thirty (30) days past due, Tenant shall be in violation of this lease contract which will entitle Landlord to all Tenant's inventory and any sales of Tenant's inventory to be applied to the unpaid rent. Vendor sales checks will be held pending payment of rent. In the event that a rent check is returned from the bank for insufficient funds Tenant will pay Keeper's Corner the amount of the check plus a fee of \$35.00 and bank charges.
- 3.) Tenant shall make use of the leased premises for no other purpose than to sell hand-crafted items, approved retail, and/or antique/collectible merchandise specified by this lease unless otherwise authorized by Landlord. Tenant shall not conduct or permit any practice which may cause harm or nuisance to the premises or other tenants of the premises. No other business or conduct which is unlawful or a violation of any public or city ordinance will be permitted. Under no circumstances shall the Tenant sublease this space.
- 4.) Tenant agrees to maintain premises in good, clean, safe order including any cost and maintenance of Tenant made additions to premises which require management approval prior to installation. Painting of booths must be approved by management. Tenant agrees to display merchandise in a manner that allows both customer and staff complete access to all merchandise. Tenant agrees to re-merchandise and clean booth on a regular basis. Tenant agrees to display merchandise within the parameters of their booth. Tenant agrees to stock, display, and maintain booth during business hours. All tenants will vacate store prior to close, tenants doing their service shift will be asked to remain until all customers and vendors have left the store.
- 5.) Tenant agrees that Landlord does not, and will not at any time, provide for fire, theft or damage insurance or any other insurance concerning Tenant's property.
- 6.) Tenant agrees that Landlord shall not be held responsible or liable for any damage to Tenant or Tenant's property arising from any actions, negligence or suits of Tenants, any Tenant of the building of which the premises are a part, or due to any other causes whatsoever. Tenant agrees to hold Landlord harmless from any and all claims for any damage to or theft of any properties and for any product liability claims.
- 7.) Tenant agrees to pay to Landlord a 12% commission on all item sales. Commissions are automatically deducted from sales.
- 8.) Business schedule runs from the first day of each month through the last day of each month. Sales receipts taken in during this period will be paid by check to Tenant on the 5th of the following month. Sales are recorded at the point of sale; all tags from sold merchandise are returned to tenant with paycheck. If Tenant desires monthly sales check to be mailed, a self-addressed, stamped, business size envelope must be provided. It is the Tenant's responsibility to pay any and all state, federal, and sales tax due on their sales.
- 9.) Returned checks from customers written for goods will not be deducted from tenant sales.
- 10.) Landlord will not be responsible for mislabeled prices or Identification number on vendor merchandise.

- 11.) Tenant agrees to work two four hour shifts at KEEPER'S CORNER each month OR pay an additional \$30.00 per month Non-Work Fee. A work calendar becomes available on the 5th of each month for the following month's work scheduling.
- a.) For a NO CALL/NO SHOW on a scheduled work shift, an additional \$10.00 per 4 hour shift will be charged Tenant.
 - b.) Those Tenants living over 50 mi. from the store are exempt from work or fee.
 - c.) In no event shall Tenant be considered an employee, agent, or workman of the Landlord.
- 12.) Tenant agrees to participate in any promotions to include discounting merchandise for special and annual events. Prior notice from Landlord will be given. Tenant allows the store to discount 10% to verified antique dealers only, without a call to Tenant. Offers by customers will be noted and attempt made to contact the dealer.
- 13.) Remote Vendors: Booths can be set up by management staff and stocked on a regular basis. Booth will be kept fresh and merchandise well displayed. Tenant is responsible for tracking inventory, management tracks Tenant sales. Tenant may send an inventory list with shipments and it will be kept on file. Upon termination of lease, all merchandise will be packaged and shipped via UPS at the expense of vendor. Submit all special instructions for packing or shipping in writing.
- 14.) Tenant agrees that management reserves the right to increase Tenants rent rate if necessary, with thirty day prior notification and agrees to pay any new rent rate. If a rent increase goes into effect, Tenants still under the six month lease agreement will not have rent raised until after the six month agreement is up and Tenant is operating on a month-to-month basis. Tenant agrees that Management reserves the right, at its sole discretion, to terminate this lease agreement at anytime without cause or prior notification to tenant. Any merchandise (except merchandise on lay-a-way) or personal property left by Tenant after vacating shall become the property of Landlord.
- 15.) Landlord agrees to promote the premises and tenants of the premises through various advertising methods.
- 16.) Merchandise or display items left on the premises after booth is vacated, will become the property of KEEPER'S CORNER after 30 days.
- 17.) Any holding over by Tenant after the expiration of this lease, or any extension thereof, shall be as a tenancy from month to month. Such tenancy shall be subject to all conditions, provisions and obligations of this lease, as the same are applicable to a month to month tenancy. This provision shall not be construed as an extension of the lease, but is to define any holding over with or without consent of the Landlord. In the event Tenant wishes to vacate at or after the expiration of this lease, a thirty day written notice to Landlord is required and must be received or postmarked by the 1st day of the month or an additional months' rent will be charged.

Tenant Signature _____ Date _____

Address _____ Vendor ID# _____

Phone Number _____ Space Size _____

Amount Due at signing of Lease:

First month rent	\$ _____	Receipt # _____
One time Accounting Setup Fee	\$ <u>10.00</u>	Book # _____
Any partial month prorated (_____ days X \$ _____ per day)	\$ _____	Total \$ _____

Keeper's Corner LLC Authorized signature

_____ Date _____

Bonnie Teeple or Scott Teeple----Owners