

VENDOR BOOTH LEASE AGREEMENT

TIME TRAVELERS MARKET LLC

1. THE PARTIES

This Agreement is entered into on this _____ day of _____, 2026, by and between **Time Travelers market LLC** ("Management") and _____ ("Vendor").

2. THE BOOTH SPACE & ASSIGNMENT

- **Management Control:** Management retains absolute authority and full control over the building's floor layout, floor plan configurations, and all booth space assignments.
- **Assignment Options:** While booth assignments are at the sole discretion of Management, alternative location options may be offered to the Vendor if open inventory is available. If choices are explicitly presented by Management, the Vendor may select their preferred space from those available options.
- **Special Medical/ADA Accommodations:** If the Vendor requires a specific booth assignment due to medical conditions, physical limitations, elderly age, or ADA accessibility needs (such as positioning closer to the storefront or main entrance to reduce physical strain), the Vendor **must submit a formal request in writing**. Management will make every reasonable effort to accommodate documented physical accessibility needs based on current building vacancies.

3. LEASE TERM & TERMINATION

- **Month-to-Month:** This Agreement operates on a strict **month-to-month basis**, beginning on _____, 2026.
- **30-Day Notice:** Either party may terminate this Agreement at any time by providing at least **30 days written notice** to vacate the premises.

4. RENT, SECURITY DEPOSIT, & FEES

- **Base Rent:** The Vendor agrees to pay a monthly base rent of \$_____, due on the 1st day of each calendar month.
- **Late Fees:** If rent is not received by the 5th of the month, a late fee of \$_____ will be applied (10% of booth rent per week of arrears).
- **Security Deposit:** The Vendor has paid a minimal security deposit of \$_____. This deposit will be refunded in full within 7 days of moving out, **strictly provided that:**
 1. The booth space is left completely clean, empty, and undamaged.
 2. The move-out is completed on time according to the written notice.
 3. There is no outstanding rent, commissions, or fees due to Management.

5. COMMISSION & CREDIT CARD FEES

- **10% Sales Commission:** Management will handle all customer checkout transactions. Management will retain a **ten percent (10%) commission** on the total gross sales generated by the Vendor each month.

- **Credit Card Processing Fees:** All **credit card** processing fees (currently standard at 3%, or the prevailing rate determined by the merchant services provider) will be **passed directly on to the customer** at the time of checkout. The Vendor's sales amount will **not** be deducted for **credit card** processing. However **debit card** processing fees come directly out of vendors individual transactional shares because federal laws prohibit passing them to the customer. There are NO fees taken or passed on for cash sales. We will encourage customers to use cash, especially on small sales which are more impacted by swipe fees.
- **Payouts:** Monthly sales revenue, minus the 10% commission, debit card merchant fees, and any unpaid base rent, will be paid out to the Vendor by the **5th** day of the following month.

6. SALES TAX MANAGEMENT

- **Tax Collection and Remittance:** Management will calculate, collect, and remit all state and local sales tax on behalf of the Vendor for all sales processed through the Antique Mall register system.
- **No Retail Tax Filing Required:** The Vendor is not required to obtain or use an individual state Sales Tax (SLS) number to sell items within this mall facility, as Management handles all retail tax filing responsibilities.
- **Wholesale Permitted:** If the Vendor maintains their own individual sales tax permit or resale certificate for independent wholesale purchasing or sourcing purposes, they may do so freely; however, it will not apply to or interfere with the retail sales transactions filed by Management.

7. ELECTRICAL POWER & DISPLAY LIMITATIONS

- **Limited Facility Electricity:** The retail floor has highly limited electrical capacity. To prevent circuit overloads, **all building electrical outlets are strictly off-limits for Vendor use** unless explicit, written permission is granted by Management.
- **Designated Power Areas:** Available building electricity is strictly reserved for core operational zones, including the primary clerk check-out counters and designated refrigeration areas for food products.
- **Refrigeration Surcharge:** Vendors utilizing approved refrigerated display spaces will be assessed a nominal utility surcharge of **\$5.00 per month**, added directly to their base rent statement.
- **Cordless & Battery-Operated Displays:** Vendors wishing to illuminate or animate their booths (e.g., LED signage, display lights, or moving props) must utilize independent, cordless solutions. Vendors are encouraged to source rechargeable battery packs, motion-activated gadgets, or sensor-driven LED fixtures independently. Vendors may safely swap out depleted power banks for freshly charged units during their mandatory weekly stocking and maintenance visits.

8. PROHIBITED ITEMS & STOCK RESTRICTIONS

- **Illegal & Counterfeit Goods:** The Vendor is strictly prohibited from displaying, stocking, or selling any merchandise that is illegal, hazardous, stolen, or counterfeit (including fake designer goods or bootleg media).
- **Offensive & Adult Material:** No pornographic materials, adult novelties, or merchandise

deemed incredibly offensive, vulgar, or inappropriate for a family-friendly environment may be placed on the sales floor.

- **Unsellable Conditions:** Items that are heavily soiled, stained, foul-smelling, or broken beyond reasonable utility are deemed unsellable and are prohibited.
- **Management Removal Discretion:** Management retains sole, absolute discretion over what is deemed appropriate for the sales floor. If a customer or staff member files a valid complaint regarding an item, or if Management flags an item as non-compliant, **Management will immediately remove the item from the sales floor.** The item will be stored securely and returned directly to the Vendor during their next log-in shift.

9. FIRE SAFETY & OPEN FLAME BAN

- **Strict Open Flame Prohibition:** For the absolute safety of the facility, inventory, and building occupants, **no open flames of any kind are permitted inside individual vendor booths or anywhere on the retail floor.**
- **Prohibited Activities:** The Vendor is strictly prohibited from lighting or burning candles, incense, oil warmers, sage, matches, or lighters within their booth space. Testing or operating liquid-fueled lanterns or camping stoves is also prohibited.
- **Alternative Options:** To demonstrate scented items such as candles or wax melts, the Vendor must utilize flame-free, low-wattage electric candle warmers, plug-in scent warmers, or battery-operated LED candles. Any electrical equipment used must meet local fire safety codes and be turned off at the close of every business day (using the motion detecting devices will fulfill this requirement automatically) .

10. MANDATORY CODELINE TAGGING SYSTEM and SALES REPORTS

- **Strict Compliance Required:** Management utilizes a specific, standardized coding and item tagging system to ensure accurate sales tracking, inventory management, and checkout operations. The Vendor **must follow this tagging format exactly** on every item placed in their booth.
- **Misplaced Item Recovery:** If an item is tagged properly according to the system, mall clerks can easily identify its source. Clerks will return misplaced items found around the mall back to the Vendor's booth at the end of each business day, or as time permits during checkout shifts.
- **Untagged / Missing Tag Items:** Any item found on the sales floor that completely loses its tag, or contains an unreadable/non-compliant tag, cannot be verified by staff. These items will immediately be placed into the Lost and Found area.
- **All tags must have two important numbers** in a ¾ format. (123-1234) the first 3 digits represent the LOCATION or booth number of your inventory. Then a DASH followed by a 4 digit number for the VENDOR number. Even if your vendor number is only 1, 2 or 3 digits, the zeros must represent a missing digit. This will prevent clerks from confusing which number is the location and which is the vendor number. Example. Say your location number is 23 and the vendor number is 234. It would look like this on the tag: 023-0234. The vendor number is how you get PAID. If you have more than one booth/location, the first 3 digits are changed to match the booth so items can be returned to your booth if they are misplaced and the 4 digit vendor number is the same for all your booths.
- **SALES REPORTS:** Sales can be checked online by logging into the sales portal. Our system

integrates PAPER tags with a digital inventory system that tracks your sales in live time. Clerk enters the tag information into the cloud at check out, and saves your paper tags so they can be returned to you at the end of the month.

11. MANDATORY WEEKLY STOCKING, CLEANLINESS, & SERVICE FEES

- **Weekly Maintenance Rule:** To keep the mall looking vibrant and professional, the Vendor is required to visit their booth **at least once per week** to restock inventory, dust, tidy displays, and sweep their area. No loose trash, cardboard boxes, or retail packaging may be left inside or around the booth at any time.
- **Corridor Upkeep Only:** Management provides regular cleaning for main aisles, walkways, entrances, restrooms and public seating areas only. Clerks are not responsible for maintaining individual vendor spaces.
- **Approved Absences & Medical Leave:** Management understands that real-life disruptions happen. If the Vendor needs a temporary break due to a planned vacation, special travel, or medical leave, they must notify Management via a brief written message. Management will gladly take these special circumstances into consideration and pause enforcement during the approved absence window.
- **Clerk Cleanup Surcharge:** If a Vendor neglects their booth without an approved written excuse, and a mall clerk must continually step in to clean, organize, or manage the space, the infraction will be documented. If Management issues **up to four (4) written notices** of clerk maintenance within a single calendar month, a **ten percent (10%) service surcharge** will be added directly to the Vendor's base rent for the following month.

12. VENDOR LOAD-IN, TIME RESTRICTIONS, & SIGN-IN LOGS

- **Mandatory Desk Sign-In/Out:** For the safety, protection, and accountability of all participants, the Vendor **must physically sign in at the clerk's desk immediately upon arrival** before entering their booth to stock or organize. The Vendor must also **physically sign out at the clerk's desk when leaving** the facility. Management will maintain this log as a permanent record of vendor presence and effort.
- **Restricted Load-In Days (No Weekends):** Restocking, massive load-ins, and booth reorganizations **are strictly prohibited on weekends (Saturdays and Sundays)**. Weekend foot traffic represents peak sales volume, and vendor carts or bins interrupt customer flow.
- **Approved Stocking Window:** All physical booth maintenance, inventory delivery, and restocking operations must be conducted exclusively **Monday through Friday** during regular operating hours.

13. THEFT, LOSS, & LIABILITY DISCLAIMER

- **No Management Liability:** Management operates the mall facility but does not insure, protect, or assume responsibility for the Vendor's physical inventory. Management is **not responsible or liable** for any theft, shoplifting, mysterious disappearance, accidental breakage, fire, water damage, or loss of any items within the Vendor's booth space.
- **Vendor Insurance Option:** The Vendor acknowledges that they are an independent contractor. If the Vendor desires coverage for theft, fire, or damage, they are solely responsible for obtaining and maintaining their own **personal renter's insurance policy** or

commercial property insurance at their own expense.

- **Facility Camera Coverage:** Management maintains a facility-wide security camera network focused exclusively on main corridors, entrances, and high-traffic common areas. Management security cameras **do not cover every individual booth space**.
- **Independent Vendor Booth Cameras:** For an added layer of personal security, the Vendor is permitted and encouraged to install an independent, wireless, motion-sensitive camera (such as a motion sensitive camera with independent storage) directly inside their leased booth space. The Vendor is solely responsible for mounting, maintaining, operating, and monitoring their own camera feed directly from their personal smartphone, SD/USB storage or cellular device.
- **Lost or Broken Items Report:** If a Vendor discovers an item is missing or has been accidentally broken on the sales floor, they may submit a formal written **Lost or Broken Item Report** to Management. Management may review main corridor security camera footage if available, but submission of a report does not guarantee or imply financial reimbursement by Management.

14. LOST & FOUND ABANDONMENT POLICY

- **Designated Claim Area:** Management will maintain a specific, designated Lost and Found area at the front counter for items found loose, misplaced, or untagged on the sales floor.
- **30-Day Holding Window:** Found items will be logged and stored securely for a maximum of **30 calendar days**.
- **Deemed Abandoned:** Any lost or found item that remains unclaimed after the 30-day holding window will be legally deemed abandoned by the owner.
- **Repurposing Rights:** Management retains the absolute right to clear out, sell, liquidate, donate, or repurpose abandoned items in any way the flea market deems fit, with 100% of any resulting proceeds retained by Management.

15. CHAIN OF COMMAND & OPERATIONAL INQUIRIES & RENT RATES

- **Written Requests Only:** To maintain organized operations, all Vendor inquiries, structural change requests, complaints, or maintenance notifications **must be submitted in writing via email** to [Insert Your Business Email].
- **No Verbal Agreements:** Verbal discussions on the sales floor do not constitute official management approval. Management will respond to written requests within _____ business days.
- **Rent fluctuations:** We will strive to maintain our booth fees at reasonable market value. If NNN taxes or CAM and Maintenance, operating costs, or lease rate increases drastically, Manager reserves the right to increase booth rent by a reasonable percentage to cover the overhead of the collective market and will do so in good faith for the best interests of the collective market. 30 day written notice will be given so vendors have the right to opt in or out of the new month to month terms.

16. RIGHT TO REARRANGE & VISUAL STANDARDS

- **Management Prerogative:** Management retains the absolute right to adjust floor layouts, aisle traffic flows, and building configurations at any time for safety, local fire codes, or

aesthetic optimization.

- **Booth Presentation:** Management reserves the right to request the cleanup, reorganization, or removal of items that do not meet the visual quality standards of the mall. If the Vendor fails to comply within 48 hours of written notice, Management may adjust the booth display at the Vendor's expense.

17. COMMUNITY HARMONY & ZERO-TOLERANCE FOR DISRUPTION

- **Professional Conduct:** The Antique Mall operates as a community. The Vendor agrees to interact with Management, mall staff, customers, and fellow vendors with respect and professionalism.
- **Immediate Termination Clause:** Management reserves the right to immediately terminate this Agreement and evict the Vendor if their behavior, language, or conduct creates a hostile, toxic, or unsafe environment.
- **Disruptor Eviction:** If multiple valid complaints are received regarding a Vendor's conduct, Management will issue one written warning. Continued disruption will result in the immediate cancellation of the lease, and the Vendor will have 48 hours to vacate their booth space.

18. AMENDMENTS

This contract represents the entire agreement between both parties. Any changes to this contract must be made in writing and signed by both the Vendor and Management.

SIGNATURES

Management Signature: _____ Date: _____

Vendor Signature: _____ Date: _____
