**CREATE SPACE
717 Walnut Street
Columbus, Texas 78934
(512) 581-1687**
**VENDOR BOOTH LEASE AGREEMENT**

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| DEALER NAME (S) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  DEALER BOOTH # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| BUSINESS NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| CITY, STATE, ZIP CODE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ALT. PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | EMAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| MERCHANDISE TO BE SOLD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Tax ID # or Social Security # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| BOOTH START DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

This agreement made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by and between the party indicated above, hereinafter referred to as "DEALER" and Create Space, hereinafter referred to as "STORE", agree to the following:

COST: Upon selection of DEALERS space a one-time $25.00 administrative set-up fee is due as a deposit to hold the space. The 2023 price to sell your products at Create Space is a 15% commission on your monthly gross sales, plus an additional 3% for any credit card sales.

RENTAL TERM: Booth space rental shall be on a month-to-month basis. DEALER is asked to give STORE 30 days’ notice of when they intend to move out.

PAYMENT TO DEALER: STORE will deduct monthly a 15% Commission fee and an additional 3% for any credit card sales from DEALER'S gross sales. STORE will provide a check to DEALER at the end of each monthly on net amount due.

PRODUCTS SOLD: **All products sold by DEALERS must be handmade by the DEALER and pre-approved by STORE.** We do NOT allow antiques, vintage or resale (new) products. No furniture, large wall art or large decor items. No yard sale items. STORE will do it's best to protect DEALERS product line and limit vendors from carrying the exact same products.

POSSESSION: DEALER may take possession on the booth start date or earlier if the booth is ready for occupancy. DEALER shall yield possession to STORE upon termination of this agreement. STORE has the right to terminate this agreement at any time, with or without reason. Any property not claimed by the DEALER upon termination will be stored for ten (10) days, after which such property shall be disposed of at STORES sole discretion. If DEALER fails to occupy its booth within ten (10) days of the commencement of the term the STORE may re-assign the booth and DEALER will forfeit all money paid to STORE. DEALER may not sub-lease or share the space with another person or business. The STORE reserves the right to reassign or move DEALERS booth space at any time to accommodate changes to STORE.

INSURANCE: STORE shall not insure against DEALER’S inventory or personal items and shall not be liable for any losses to person or property. STORE shall carry general liability insurance for the building; however, deductibles incurred due to losses attributable to DEALER will be charged to DEALER. It is recommended that DEALER secure personal insurance for loss or damage to inventory.

IMPROVEMENTS: All improvements to booths must be approved by STORE prior to installation. All attached improvements added by DEALER must remain in the booth. DEALERS may use the display materials provided by STORE, such as pegboard or wall slats, but must not alter them in any way. DEALER may not put nails in the walls to hang products, unless pre-approved.

USAGE: The designated booth space may be occupied by the DEALER and used to display and sale only quality crafts and gift items pre-approved by STORE. DEALER can setup their own look and store theme using their display furniture, as well as pegboard or other display pieces provided by STORE. DEALER may not use the premises for engaging in any unlawful activity or any acts or practices which create safety hazards, or which might damage the building or its contents.

BOOTH DISPLAY & MAINTENANCE: DEALERS are asked to keep their booth stocked and straightened on a regular basis. STORE reserves the right to rearrange DEALERS booth at it deems needed to keep the entire store looking fresh and appealing. DEALERS agree to keep their products out of the isles and limited to their designated space.

PRICING: All items must be clearly marked with DEALERS booth number and the price of the item. Any changes to prices must be clearly made in red ink and initialed, unless other methods of offering promotions or changes have been discussed with STORE.

TAXES & FEES: STORE shall be responsible for the collection of all sales tax and the reporting & disbursement of said taxes. DEALER shall be responsible for any and all property tax due on it’s own merchandise.

ADVERTISING: STORE will be responsible for all advertising associated with the promotion of the store. STORE reserves the right to utilize photographs or other images of DEALER'S merchandise and name in advertisements.

DEFAULT REMEDIES: DEALER shall be considered in default of term obligations if any of the DEALER'S obligations under this agreement are not met. STORE may deduct amounts due to STORE from DEALER'S sales checks and / or remove DEALER'S merchandise from booth and re-issue said booth. STORE may also sell DEALER'S merchandise to recover amounts owed to STORE.

INDEMNIFICATION OF STORE: STORE shall not be responsible to DEALER for any damages to person or property caused by any act, omission, or neglect of DEALER or any other DEALER or due to any other cause whatsoever, and DEALER agrees to indemnify STORE free and harmless from all claims for any such damage.

LEGAL COSTS: DEALER shall pay to STORE upon demand, all attorneys' fees, legal expense, and court costs incurred by STORE while enforcing any of the obligation of DEALER under this Agreement.

ATMOSPERE: At Create Space we provide shared space for the local community where people can work, learn, relax, and shop. DEALER agrees to help foster an atmosphere of caring and community by always being friendly, courteous, and speaking positive, not negative words about anyone, whether they are in the STORE or not.

The parties hereby make this Monthly Lease Agreement effective by signing as shown below.

DEALER:

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STORE: Create Space, Columbus, Texas

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_