

**STATE OF MISSISSIPPI**

**COUNTY OF HARRISON**

**VENDOR SUB-LEASE AGREEMENT**

FOR AND IN CONSIDERATION of the sum of ten (\$10.00) dollars cash in and paid and other good and valuable considerations:

This indenture is made this, the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Vintage Flamingo, Inc., a Mississippi Corporation, hereinafter referred to as Lessee and \_\_\_\_\_, hereinafter referred to as Sub-Lessee.

WITNESSETH:

1. I understand and agree that I am not guaranteed to become a vendor. Vendors will be selected on a number of factors to include but are not limited to; quality of work, demand for items offered and available space.
2. I understand and agree that by completing an application, I am not obligated to become a vendor if selected.
3. I understand and agree that if I do become a vendor, I will follow all rules and regulations provided to me by The Vintage Flamingo.
4. I understand and agree that The Vintage Flamingo is not responsible for any lost, damaged or stolen goods. I understand that my items are not insured by The Vintage Flamingo.
5. I understand that I must complete an IRS form W-9 before I can be paid. If my earnings exceed six hundred (\$600.00) dollars I will be issued an IRS form 1099 in January of the following year.

6. I understand and agree that as a vendor, I must work a minimum of four (4) hours per weekend when the store is open for business. A sheet will be provided for each event for vendors to sign to ensure credit for work is received.

7. I understand and agree that rental fees for space (booth rent) will be one dollar and twenty five cents (\$1.25) for vendors that comply with item #6 and will be one dollar and fifty cents (\$1.50) for vendors who do not comply with item #6. Fees will be based on the square footage of the booth. I understand and agree that The Vintage Flamingo will collect 15% (fifteen percent) of sales in addition to booth rent. I understand and agree that an additional two (2%) percent will be collected for credit card sales.

8. I understand and agree that a thirty (30) day notice must be given to terminate my space or I will be charged an additional month's rent for the booth.

9. I understand and agree that if selected as a vendor it will be my responsibility to obtain all necessary permits that may be required by the city and/or county.

10. I understand and agree that all items for sale must be tagged with a legible vendor number, price and description. Example: ABC1234, \$99.00, blue night stand. I understand and agree that items not properly tagged will be collected and held for a thirty (30) day period. I understand and agree that any collected items not claimed will be offered for sale at a monthly auction. I understand and agree that any item Not for Sale or Display Only must be clearly marked as such. I understand and agree that The Vintage Flamingo is not responsible for any item that is incorrectly sold, tags lost, or incorrectly tagged. I understand and agree that The Vintage Flamingo reserves the right to reevaluate any unattended booth if the above requirements are not met.

11. I understand and agree that at such time as The Vintage Flamingo offers a web based inventory, I will be able to access the web to update my inventory or have someone who can assist me in doing so.

12. I understand and agree that the last day of market (Sunday) will be sale day. I agree to participate in the sale and have my items appropriately labeled based on the discount amount that I have decided.

13. I understand and agree that The Vintage Flamingo is not responsible for any personal injury that may occur while I am in or on the property and agree to waive any such claims.

14. I understand that as a vendor, I will be allowed access to the building based on a twenty four (24) hour notice to The Vintage Flamingo.

15. A Vendor Application form is attached hereto and made a part hereof as fully as if copied herein.

\_\_\_\_\_  
Lessee by Officer

\_\_\_\_\_  
Sub-Lessee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Business Email