

**RENTAL AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Agreement is made this _____ day of _____, 200__ by and between _____
(insert today's date) (insert name)

(hereinafter TENANT) with its principal address at _____, and
(insert address)

Orchard Park AntiqueMall (hereinafter ANTIQUEMALL) located at 3025 Orchard Park Road, Orchard Park, New York 14127. The terms applicable to this Agreement are as follows:

1.0 Term of Agreement.

- 1.1 This Agreement shall become effective _____ and shall remain in effect on a month to
(insert move in date)
month basis until terminated by either TENANT or ANTIQUEMALL upon thirty (30) day's prior written notice to the other party.
- 1.2 ANTIQUEMALL has the right to refuse to sell any merchandise. TENANT will be selling the following type of merchandise from their showcase or booth: _____
Do you have a specialty or would you like to be part of a specific category? _____

2.0 Services Provided

- 2.1 ANTIQUEMALL agrees to provide a secure display Cabinet or a Booth to TENANT for display of TENANT'S saleable items.
- 2.2 ANTIQUEMALL agrees to provide a reasonable number of staff employees to service customer inquiries and subsequent sales of TENANT'S saleable items.
- 2.12 TITLE TO ASSETS. Tenant has good and marketable title to all the merchandise and its interest in the merchandise, whether personal, mixed, tangible, and intangible. All the merchandise are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions or restrictions, except for those specifically disclosed by TENANT to ANTIQUEMALL or prospective purchaser.

Except as set forth in writing to ANTIQUEMALL or prospective purchases no officer, director of employee of TENANT, nor any spouse, child, or other relative or any other persons, owns, or has any interest, directly or indirectly, in any of the personal property for sale by TENANT.

TENANT is not in any violation of any copyrights, patents, trademarks, trade names or trade secrets.

TENANT will not violate any law, regulation or decreed by offering for sale such merchandise.

- 2.3 ANTIQUEMALL agrees to execute sales of TENANT'S items per pricing and instructions provided by TENANT.
- 2.13 WORKING ORDER. All of the merchandise is in good working order except as specifically disclosed by TENANT to ANTIQUEMALL or proposed purchaser in writing.

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- 2.4 ANTIQUEMALL agrees to collect applicable sales taxes on sales of TENANTS' items and remit applicable taxes to the applicable taxing authority.
- 2.5 ANTIQUEMALL agrees provide TENANT a complete accounting of items sold and remittance of monies collected within ten (10) days after the closing of each calendar month.
- 2.6 TENANT is required to provide a federal tax ID or a Social Security number and ANTIQUEMALL will supply TENANT with appropriate year end paperwork for reporting income to the state and federal government, if requested.
- 2.7 TENANT agrees to provide for display and sale, items that are appropriate with the theme of the ANTIQUEMALL and are in accordance with Local, State and Federal laws and regulations.
- 2.8 TENANT agrees to maintain and replenish inventory in its rental cabinet / booth on a weekly basis at a minimum.
- 2.9 TENANT agrees to maintain its rental cabinet / booth clean and in a clean and orderly manner.
- 2.10 TENANT agrees to legibly tag every item with the correct cabinet or booth number, vendor number, price, and description.
- 2.11 TENANT is required to pick up their ID card on their move in date and turn the ID card in upon moving out.

3.0 Rental Fees

- 3.1 ANTIQUEMALL shall be paid a base monthly rental fee of \$_____ per month for each TENANT'S occupied display cabinet and \$_____ per month for each TENANT occupied display booth. Base rental fees shall be paid prior to the start of the first rental month under this Agreement. Rental fees for subsequent months shall be paid by TENANT by the 1st of every month.
- 3.2 ANTIQUEMALL shall also be paid a monthly 10% commission on TENANT sales. Commission fees shall be deducted from monies collected from the sales of TENANT' items. Commission fees are intended to cover the costs associated with processing of credit cards and checks, the costs associated with sales tax collecting, reporting and remittance and costs associated with sales personnel and facilities.

4.0 Liability

- 4.1 ANTIQUEMALL shall provide general property and liability insurance on its premises.
- 4.2 TENANT shall be liable for losses arising from theft or events outside of the control of ANTIQUEMALL.

5.0 Miscellaneous

- 5.1 If any provision of this Agreement should later deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
- 5.2 ANTIQUEMALL reserves the right to reject display of any of TENANT'S saleable items that ANTIQUEMALL deems inappropriate.

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5.3 All local, state, and federal laws, excepting only its conflict of laws provisions, shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Any dispute(s) arising out of this Agreement shall be the exclusive jurisdiction of the State of New York.

6.0 Indemnity

6.1 TENANT agrees to identify and hold ANTIQUEMALL, its successors and assigns, harmless against and in respect of all losses, costs, expenses, liabilities, or damages, including counsel fees reasonably incurred of resisting same, whether incurred directly or indirectly by ANTIQUEMALL, resulting from any inaccurate representation or warranty made by TENANT in this agreement or in any document delivered hereunder of from any breach by TENANT of any of the warranties of statements or default in the performance by TENANT of any of the covenants or agreements which ANTIQUEMALL has relied upon in entering into this agreement.

EXECUTED this _____ (day) of _____ (month), _____ (year).
(insert today's date)

Fed Tax ID or SS _____
(print SS # or Fed tax ID)

Orchard Park AntiqueMall

By _____
(Signature)

By _____
(to be filled out by OP AntiqueMall Staff)

Name _____
(Print name)

Name _____
(to be filled out by OP AntiqueMall Staff)

Phone _____
(phone)

Title _____
(to be filled out by OP AntiqueMall Staff)

Email _____
(email)

NY State Sales Tax Exempt # _____
(NY State Resale Number – if applicable)