



Time Bomb Vintage
4008 Minnehaha Ave., Mpls, MN 55406
612-724-BOMB • TimeBombVintage.com

This agreement is made this ____ day of _____ 20____, between Time Bomb Vintage, hereinafter referred to as “The Store” and _____ hereinafter referred to as “Dealer”.

For and in consideration of the mutual covenants and promises, The Store and Dealer agree as follows:

- 1.) RENTAL SPACE: The Store and the Dealer are entering into a lease agreement for roughly _____ square feet of retail space @ \$_____ per square foot. An additional fee of \$65/month will apply to Dealers renting less than 25 square feet.
- 2.) TERMS: The term of the lease and this agreement shall be for _____ months commencing on _____ at a rate of \$ _____ per month. In addition to the monthly rent, a 10% commission will be withheld from each month's sales. Dealer accepts a minimum of a 6 month term. Should a Dealer hold over said premises after such period, such holding over shall be a tenancy from month to month on the same terms and conditions as herein provided. Dealer must provide a 30 day written notice to the owner of The Store if they plan on vacating the rental space.
- 3.) RENT: During the term of this lease, Dealer shall pay to The Store \$_____ per month. Dealer shall pay said rent in advance at The Store's retail location by the 1st of the month. Dealer understands that if the rent is not paid on the first day of each rental period, a \$20 late fee can be billed to you per day that rent is not received. If rent is not paid on or before the first day of the rental period, Dealer will forfeit the reserved space.
- 4.) WORK DAYS: Dealer is to work at the store for 1 hour & 15 minutes a month per each 10 sq ft (rounded up) rented, with a minimum of at least one 6 hour shift per month. Work time may be “bought off” by the dealer at a rate of \$12/hr.
- 5.) IMPROVEMENTS: Both parties acknowledge that the premises rented are on an “as is” basis. Dealer shall not make any alterations, additions, and/or improvements to the rented premises without first obtaining permission in each instance at The Store.
- 6.) LIABILITY: Dealer agrees that The Store and the owner of the building of which the rented premises are a part shall not be liable for any damage either to persons or property, sustained by Dealer or any other person or entity, due to the condition, now or hereafter, of the rented premises or said building or due to the equipment, fixtures, appliances, utilities or machinery in or upon the same, or the halls, common areas, sidewalks or streets adjoining or appertinent to the same, being or becoming out of repair or deceptive by any reason whatsoever or due to the occurrence of any accident or due to any act, neglect or omission of The Store or the owner of said building to any other dealer or occupant of said building.
- 7.) INSURANCE & INDEMNIFICATION: Dealer shall not use the rented premises, nor commit or omit any act, or permit any use of the rented premises which would result in either increase premiums or cancellation of any insurance policy covering the vested premises or the property or building of which the rented premises are a part. Dealer agrees to protect, indemnify and hold harmless The Store and the owner of said property and building and any other occupant of said building from and against any and all claims, demands, causes of action and judgements of any nature whatsoever arising out of, incidental to, or in connection with the Dealer's use and occupancy of the rented premises. Dealer agrees to provide their own insurance for items sold or stored at The Store. Dealer will name Time Bomb Vintage as an additional named insured.
- 8.) COMPLIANCE WITH LAWS: Dealer shall at his sole cost and expense promptly comply with all laws, ordinances and regulations of federal, state, county, municipal or other lawful authority pertaining to the use and occupancy of the rented premises and shall comply with all electrical and fire codes.
- 9.) ASSIGNMENT OR SUBLETTING: Dealer shall not sublet the rented premises or any part thereof, nor assign or transfer this Agreement without the written consent of The Store.
- 10.) DAYS AND HOURS OF OPERATION: Dealer agrees to be open for business each operating day during regular operating hours. The Store reserves the right to discontinue renting to Dealers who refuse to open on its normal operating days.

10.) DEFAULT OF DEALER: Notwithstanding any provision to the contrary, in the event that Dealer shall at any time fail or refuse to pay the full rent within (5) days of its due date or to perform or observe any of the covenants or conditions of this Agreement, then The Store, without notice or demand to Dealer, may terminate this Agreement and all rights of Dealer under this Agreement, and remove all property found upon said rented premises and dispose of same without liability on the party of The Store.

11.) RIGHT OF ENTRY: The Store shall have the right to enter upon the rented premises at all times for the purpose of inspecting the space and all property contained therein, or for making repairs, additions of alterations to the rented premises.

12.) NON-LIABILITY: The Store shall not be responsible or liable to Dealer for any loss or damage that may result to Dealer or his property from water, fire, explosion, theft or from any source or any cause whatsoever.

13.) MISCELLANEOUS RULES: Dealer agrees to strictly comply with any and all rules established by The Store for the operation of Time Bomb Vintage, including but not limited to those attached hereto. Dealer acknowledges the fact that The Store reserves the right to add, delete or alter operation policies at any time without prior notice.

14.) SURRENDER OF PREMISES: On the termination of the rental term, or any holdover term, Dealer shall surrender the premises, from clean, in good condition and repair, reasonable wear and tear excepted. All property not removed by the Dealer shall be deemed abandoned.

15.) MERCHANDISING: Dealers shall only display merchandise that is definitely old, collectible re-purposed and suitable to the character of The Store - NO REPRODUCTIONS. All display areas or cabinets must be vintage. No store bought shelves or cases allowed. Use your products as display pieces. The display must have eye appeal, with all or any storage boxes out of site. The Store has the right to remove or reject any item it deems to not reflect the overall look, feel, brand of the store.

16.) SALES TAX: Dealer acknowledges that The Store will collect applicable sales taxes on all sales by Dealers from the rented premises. Dealer also acknowledges that The Store will periodically disburse any such sales tax collections back to the Dealer and that the Dealer and not The Store, shall be solely responsible for the timely payment of any all sales taxes to the State of Minnesota. The Store shall have no responsibility whatsoever for the payment of sales taxes to the State of Minnesota for transactions emanating from the rented premises or from the building of which the rented premises are a part.

17.) LICENSING: Dealer will carry individual Minneapolis dealer's license in accordance with the city of Minneapolis. Dealer will carry a license prior to taking possession of said rental space.

18.) COMMUNICATION: All communication to the Dealer by The Store shall be made via email. Make sure to enter your correct email on this form below. All Dealer's will have access to daily sales via the internet using your assigned password protected account.

19.) SALES: All sales are to be run through the cash register at The Store. Any sale that does not go through the cash register or payment negotiated outside of The Store will be in violation of this agreement. You may negotiate a sale within The Store if you are on duty.

20.) PAYMENTS: All Dealer's sales commissions will be tallied at the 15th and 30th of each month and a payment check will be available for pick up at the store no later than 1 week afterwards. A print out of each Dealer's sales will be available every pay period at the store. Again, Dealer's shall have online access to track their daily sales activity.

I have read and agree to the terms listed above.

Signature: _____ Print name: _____

Date: _____ Email: _____

Requested Dealer Number or Code _____

Assigned Dealer Number or Code _____ (to be completed by Time Bomb Vintage)