BLUE ROSE ENTERPRISES

667 Central Avenue

Highland Park, IL 60035

bluerosecompany@gmail.com

APPLICATION

Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe the items you will be selling:

Provide digital photos or video showing the items you will be selling:

**Please email completed application to bluerosecompany@gmail.com**

All work must be submitted to Blue Rose Enterprise via email only. Work submitted in person will not be accepted. The Owner of Blue Rose Company has sole discretion in determining the number of pieces that may be accepted. Owner will inform Tenant of acceptance or denial within a reasonable time. Upon Blue Rose Enterprises acceptance of your piece(s) Tenant must sign the Leasing Contract, pay Rental Amount and schedule a time to drop of the piece(s) with Blue Rose Enterprises.

**LEASE WITH BLUE ROSE ENTERPRISES** (**“LANDLORD”**)

667 Central Avenue

Highland Park, IL 60035

**TENANT:** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**RENTAL SPACE LEASE INCLUDES:**

One rental space \* Standard electricity and lighting \* Standard sign to display Tenant’s name \* Listing on Blue Rose Enterprises’ website \* Basic cleaning and maintenance of space \* Basic shelving (when applicable).

**RENTAL AMOUNT DUE UPON LEASE EXECUTION:**

Monthly Rent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Lease Term:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Rent is due in its entirety at the beginning of the each month. When Tenant’s piece(s) of art (“piece(s)”) are sold, Tenant will receive one-hundred percent (100%) of the commission minus the sales tax at the end of the three (3) month lease term.

Tenant agrees to abide by the below Lease Rules and Regulations as may be amended by Blue Rose Enterprises at its sole discretion and all government laws and regulations. Tenant understands that any violation of the Rules and Regulations or failure to make Monthly Rent payments shall subject Tenant to immediate termination of this lease and release of Tenant’s space.

The Lease is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ month lease which may be terminated by either party with written thirty (30) days notice. The Lease will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Tenant will pay monthly rent on the first day of the month. Tenant will be charged a $25.00 late fee if payment of rent is not received by the fifth day of the month. This Lease is not valid unless signed by both Tenant and Landlord.

**LEASE RULES AND REGULATIONS**

1. Tenant may move in or out at a mutually agreeable time during Blue Rose Enterprises’ regular hours of operation. Blue Rose Enterprises maintains sole control as to how and where the piece(s) are displayed. The piece(s) may be re-arranged periodically at the sole discretion of the Landlord.

1. Tenant’s rental space may, but need not, be staffed during Blue Rose Enterprises’ regular hours of operation.
2. Landlord maintains sole control over setting the hours of operation of the store. Operating hours are subject to change and may vary from day to day.

1. Landlord maintains the right to control ingress to and egress from the store. Tenant agrees to cooperate with any security programs adopted by the Landlord.

1. Tenant’s piece(s) must be mostly handmade. Landlord has sole discretion in determining whether the piece(s) qualify as mostly handmade.

1. Tenant must provide detailed information about his or her piece(s), return policy and contact information on 8 x 11 paper. Tenant will provide copies of such information to be distributed by Landlord to customers.

1. Tenant may take the piece(s) at any time with the prior approval of the Landlord during Blue Rose Enterprises’ regular business hours.
2. Tenant may replace the piece(s) with another piece(s) with the prior approval of Landlord. Replacing of the piece(s) must occur during Blue Rose Enterprises’ regular business hours.

1. Landlord reserves the right to remove or request any item be removed that is deemed to be unsuitable, obscene, inappropriate, objectionable or disruptive to the integrity of Blue Rose Enterprises at its sole discretion.
2. Flammable items are prohibited. Any item containing liquids, foods, or scents are prohibited. Prohibited items may be removed or requested to be removed by the Landlord at its sole discretion.

1. Tenant will maintain a clean, organized and presentable space, and will only display its own items.

1. Tenant will not serve food or alcoholic beverages without the prior approval of Landlord.

1. Tenant is not permitted to share or change its booth without Landlord’s prior written consent and no assignments or subletting is permitted.
2. When Tenant’s piece(s) sells, Tenant will receive one-hundred percent (100%) of the commission minus the sales tax at the end of the three (3) month lease term. Landlord will collect eight percent (8%) sales tax on behalf of the Tenant and will be responsible for paying the sales tax to the state.

1. Landlord will give the buyer of Tenant’s piece(s) Tenant’s contact information and Tenant’s return policy. Tenant will be responsible for all returns, damages or malfunctions of Tenant’s sold piece(s).
2. At the end of the three (3) month lease term the Landlord may or may not invite Tenant to renew his or her Lease at Landlord’s sole discretion.
3. Photography, filming, or electronic recording or transmission or use of any such audio related equipment will not be allowed in the building without the prior written consent of the Landlord.

1. Each rental space shall be left in its original condition and Tenant shall not, without the prior written consent of Landlord, make any change to the rental space, and any such change will be at Tenant’s cost. Tenant’s failure to remove its property immediately upon the expiration or termination of its Lease will be deemed an abandonment and Landlord may retain or dispose of any such property as Landlord shall choose at Tenant’s expense.
2. Tenant agrees, except to the extent prohibited by law, to indemnify, defend and hold harmless Landlord and its representatives against any and all damage, loss, harm, injury or death to person or the property of Tenant, including attorney fees and costs and all expenses resulting from any act or omission of each of them, theft, fire, water, accident, interruption of any service, or any other cause and not such event shall relieve Tenant from its obligation under this lease.
3. Landlord is not liable for loss, damage, or destruction to Tenant’s property. Tenant will purchase and keep in effect at all times insurance against all loss, damage or destruction of Tenant’s property for the full value of such property, and name Landlord as additional insured on a primary non-contributory basis, with a waiver of subrogation against Landlord. Tenant and Landlord agree that all property of the Tenant is to remain in the Tenant’s custody and control in transit to, from and within the building and no bailment by Landlord will arise.
4. If the rental space or the building is destroyed or damaged by fire or other casualty, Landlord shall have the option to repair and restore the same with reasonable promptness; or elect to terminate this Lease as of the date of such damage.

1. Tenant’s failure to pay timely rent or to honor its lease obligations will result in a default and immediate termination of this Lease. Notices may be served on either party at the addresses listed herein. Landlord’s rights and remedies under this Lease shall be cumulative and the laws of the state of Illinois shall govern this agreement. Tenant shall pay all attorneys’ fees and expenses of Landlord in enforcing any of Tenant’s obligations under this Lease.

1. This Lease is the entire lease and any change must be in writing and signed by both parties, and is subordinate to (a) any current or subsequently executed underlying master leases, and (b) any mortgages or deeds of trust affecting the Building and Tenant shall execute any such documents reasonably requested by Landlord.

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Blue Rose Enterprises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_