# Mountain View Barn, LLC Vendor Agreement

Mountain View Barn, LLC

392 East 300 South

Jerome, Idaho 83338

THIS VENDOR AGREEMENT, is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_, by and between Mountain View Barn, LLC, an Idaho limited liability company (“Owner”), and the other signatory to this Vendor Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Vendor’s continuing compliance herewith, Owner hereby grants to Vendor a license to occupy Vendor Space Number \_\_\_\_\_\_\_\_\_ located at 392 East 300 South, Jerome, ID 83338 (the “Subject to the terms and conditions of this Vendor Agreement, and expressly conditioned upon Premises”), such Vendor Space comprising approximately \_\_\_\_ square feet, more or less, and located within the Specialty Shops area of the Premises, as indicated on Exhibit 1 attached hereto, solely for the purpose of stocking, merchandising, offering for sale at retail and selling the following types of merchandise:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. This license shall be for a term beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, unless earlier terminated.
2. Owner will provide the following:
   1. General promotion of the Premises, as Owner shall determine in its sole discretion, as an event facility and the Specialty Shops area using methods of Owner’s choosing. Encouragement of restaurant customers and those attending events to visit the Specialty Shop area.
   2. Promotion, as Owner shall determine in its sole discretion, of special and seasonal sales events, in which Vendor shall participate.
   3. Heating, air conditioning, and lighting in Specialty Shop area during operating hours of the Premises, reasonably consistent with its operation as retail space.
   4. General cleaning and ordinary interior and exterior building maintenance.
   5. Public restroom facilities.
   6. Front-desk/cashier services.
   7. A video security system that monitors and records all areas of the Specialty Shops area at all times.
   8. Collection of Idaho sales tax on merchandise sold from the Vendor’s booth through the Premises cashier operated by the Owner. Sales tax on such receipts will be paid to the State of Idaho by the Owner.
   9. Sales accounting with respect to sales and returns of Vendor’s merchandise. Owner shall establish merchandise return policies, which shall be a condition of this Vendor Agreement. All sales are final.

4. Unless otherwise modified by Owner upon notice to Vendor, Owner intends to make Vendor revenue checks available for pick up by Vendor on the 5th business day following the end of the month to which such check relates. Revenue checks shall be issued in amounts net of amounts due to Owner, and should be picked up no later than the 10th of each month.

5. Mountain View Barn Specialty Shops will be open for business (insert days and hours). We will be closed on New Year’s Day, Easter Sunday, July 4th, Thanksgiving Day and Christmas Day. Store hours may be modified with or without notice, in the sole discretion of Owner.

6. Owner shall be entitled to establish such other policies and practices pertaining to the operation of the Premises and the Specialty Shops area as it may see fit. Such policies and practices shall become binding upon Vendor upon notice of the adoption thereof by Owner.

1. Vendor shall pay Owner a license fee in the amount of $ 1.50 per square foot per month during said term, payable on the 1st (first) day of each month in advance. First month’s license fee is due in advance. Owner shall be entitled to charge Vendor interest in an amount equal to 1% per month or at such lower applicable maximum legal rate on all amounts not paid timely to Owner under this Vendor Agreement. In addition, if the license fee is not received by Owner by the tenth (10th) of any month, Owner shall be entitled to assess a late fee of twenty dollars ($20.00) against Vendor. In addition, Owner shall have a right of set-off against Vendor for any amounts due to Owner, and shall be entitled to deduct from Vendor revenue checks any amounts due to Owner but unpaid. The foregoing remedies shall not be exclusive. In addition, Owner shall be entitled to all remedies available to it at law or set forth in this Vendor Agreement.
2. Booth sizes will vary according to vendor needs and space available. The license fee for this agreement will be: Square footage = \_\_\_\_\_\_\_\_\_\_\_\_\_\_ X $ 1.50 = $\_\_\_\_\_\_\_\_\_\_\_\_.
3. Vendor shall pay a security deposit equaling 50% (fifty percent) of monthly space rent ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to be kept by Owner in accordance with state law, and to be returned upon termination of this Vendor Agreement and the payment of all amounts due to Owner under this Vendor Agreement and performance by Vendor of all other obligations.
4. All sales of Vendor merchandise will be paid through the Mountain View Barn and Specialty Shops register. Any Vendor found collecting payment for any sale by any other means while the merchandise resides in, on, or at Owner’s property will be in violation of this Vendor Agreement and will be asked to remove their merchandise and Mountain View Barn LLC will retain 100% of any outstanding proceeds from Vendor sales as damages.
5. Each Vendor will be charged 4% (four percent) on all credit and debit card transactions. Owner shall be entitled to increase such charges to offset increased costs imposed upon it to process credit and debit card transactions.
6. A 10% (ten percent) commission/management fee will be charged to Vendor by Owner on all sales of Vendor merchandise and items.
7. Vendor’s rights under this Vendor Agreement shall not be transferable or otherwise divisible, in whole or in part. This Vendor Agreement grants to Vendor only a license. Vendor has not acquired, and will not be deemed to have acquired, by virtue of this Vendor Agreement or otherwise under any circumstances, any interest in the Premises, whether as an owner or a tenant.
8. It is the Vendor’s responsibility to keep their booth neat, well organized and stocked. Stock must be rotated on a regular basis.
9. Vendor is responsible for inventory management within its booth and must keep a record of merchandise it offers for sale. Vendor must include the Vendor Number, Item Number, Description, and Price of each item. This record shall be given to the Owner promptly for the purpose of tracking sales and Vendor will tag all merchandise with the above information on tags provided by Owner. The information on each tag will match the information on the inventory management report provided by the Vendor. If the information on the tag has been altered in any way it will not be accepted at the register. If the Vendor wishes to change an item’s price, Vendor shall obtain a new tag from Premises management. Owner will not assume responsibility if tags are switched. Mountain View Barn and Specialty Shops will not be responsible for any property losses resulting from theft, breakage, fire, water damage, or any other type of loss suffered by a Vendor. Vendors are responsible for maintaining insurance on their merchandise and shall provide Owner with a certificate of insurance demonstrating in force general liability and property damage insurance in amounts reasonably satisfactory to Owner.
10. Vendor must be able to prove ownership of items offered for sale at the Premises upon accusation of unlawful ownership.
11. Vendor shall show the contents of any boxes, totes, or merchandise it removes or proposes to remove from the Vendor’s booth, the Specialty Shops area, or the Premises to the Owner’s staff upon request.
12. All merchandise offered for sale must be in good condition, free of dirt, dust, cobwebs, mold, moisture, insects, and odors.
13. All merchandise must be deemed safe by Owner.
14. Hazardous or combustible material, pornography, alcoholic beverages, firearms, large appliance, power tools, or electronics are not allowed.
15. Food items for sale must be approved by Owner before entering the store. This includes perishable and non-perishable items.
16. Management has the right to determine if merchandise is suitable and safe for resale and to refuse any item from entry into the store in its sole and absolute discretion.
17. Owner reserves the right to revise the terms and conditions pertaining to the license granted to Vendor under this Vendor Agreement. Owner will notify Vendor through email of any changes. Violation of the rules, regulations, and guidelines set forth in this Vendor Agreement or otherwise adopted pursuant to the terms of this Vendor Agreement may result in expulsion of Vendor at the Owner’s sole discretion.
18. Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.
19. Owner shall have no responsibility to or liability to Vendor or any person claiming in respect of or through Vendor for any failure to perform under this Vendor Agreement which is not under Owner’s reasonable control including, but not limited to, interruptions in electricity, heat, air conditioning, the performance of third parties, acts of God, strikes, floods, war, terrorism, environmental disasters, weather, nature and the like. Vendor hereby agrees to indemnify Owner, its members, officers, employees and their respective successors, heirs and assigns from and against any and all costs and liabilities incurred by any of them (including attorneys’ fees and costs) as a result of any claim, suit, or action by a third party for personal injury or property damage arising in connection with (i) the exercise by or on behalf of Vendor of its right to be present at the Premises, (ii) the offer for sale or sale of any item by Vendor at the Premises, (iii) the use of any item offered for sale or sold by Vendor at the Premises, (iv) violation of any applicable law by Vendor, or (v) breach of this Vendor Agreement by Vendor. Notwithstanding the collection by Owner of the purchase price upon sale of items offered for sale by Vendor, such collection of the purchase price shall not be deemed to be a sale by Owner under this Vendor Agreement. All such sales shall be deemed to be sales by Vendor for all purposes.
20. Owner shall be entitled to terminate this Vendor Agreement with or without cause upon notice to Vendor.
21. Vendor shall not make any change to the Premises not approved by Owner, or otherwise damage the Premises, and upon vacating the Premises shall return its Booth space in a broom clean and orderly condition. Vendor shall not engage in any illegal activity in or about the Premises. Any improvements to the Premises not removable without damage to the Premises shall remain the property of Owner.
22. Any notice required to be given by Owner to Vendor under this Vendor Agreement shall be deemed to have been properly given if emailed to Vendor at the email address listed below or any other email address substituted therefor by Vendor by written notice to Owner.

This agreement is subject to the laws and regulations of the State of Idaho.

Signed:

Mountain View Barn LLC By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:**

**Title:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**{Vendor Name}** **Title:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{Vendor Address} {Vendor Phone}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{City, State, Zip}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor email address

Exhibit A

Floorplan