

Blackberry Hill Vendors Barn  
101 US Highway 150  
Stanford, KY 40484  
606-524-3795 /606-524-2169

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone # \_\_\_\_\_ Cell# \_\_\_\_\_

Vendor ID: \_\_\_\_\_  
Rent Rate per month: \_\_\_\_\_  
Prorate rent first month: \_\_\_\_\_  
Agreement Date Begins: \_\_\_\_\_

Blackberry Hills is constantly trying to improve all phases of our Vendors Barn. Management, Employee's & Vendor's must all make a Team Effort for the safety & wellbeing for our customers such as cleanliness of store & booth space & selection of merchandise. By doing so increases customer service & increase in sales.

Blackberry Hills at times may change & must reinforce the Vendors Barn Policy. We reserve the right to revise this contract & establish new monthly rental rates & additions to Vendor contract when needed. ( All Vendors would be notified in a timely manner.)

Customer Service is our utmost important reason to have BlackBerry Hills Doors open each day. Customers drive sales without customers, No sales are made. Customers come first, therefore please don't get offended if we ask you to wait while the customer is serviced first.

### **Operation Hours of Business**

- Store hours are Monday-Saturday 10-6 & Sunday 12-5. Blackberry Hills Vendors Barn reserves the right to modify operation hours for holidays, events, inclement weather, or emergencies.

### **Rent**

- Rent amount will depend on the Size & Location of the booth.
- Payment will be collected in advance for first month's rent, Rent is nonrefundable.
- Rent will be deducted from sales each month and any remaining balance not covered by sales is due by the \_\_\_\_ of the month.
- **Return Check Fee \$40.00 will be charged.**
- Blackberry Hills Vendors Barn reserves the right to ask the vendors to vacate the booth if rent is not paid by the due date. Items left in booths that are not vacated may be sold as store property or donated. Vendors will still be responsible for past due rent.
- There is No subletting or loaning of booths.
- Do to thickness of Wood our Booth dimensions vary in size & may not be approximate in size.

### **Business License**

- **The City of Stanford requires everyone who has a booth to have a Business License hung inside booth, before moving into your booth you must purchase a Business License to sell through the City of Stanford. You can get the form to fill out from us & we can turn in for you.**

### **Commissions**

- **Eight percent (8%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers, marketing, advertising, staffing, general cleaning, & maintenance.**

### **Booth Transfer**

- If you decide to change Booths to either a Larger or Smaller Booth there will be an additional charge of \$25.00 Dollars.

### **30 Day Notice**

- 30-day notice must be given in writing before the 1st of the month if you intend to not continue with booth rental in order to avoid paying rent for the following month. Please fill out an intent to move form.
- Any outstanding Rent Balance due must be paid. Please schedule with supervisors for a move out date. For Security purposes, we must make management available to monitor your move. If these conditions are not met, you will not be allowed to remove your merchandise from the store.

### **Checks**

- Sales checks will be issued by the \_\_\_\_\_ of each month.
- All sales tax will be collected by Blackberry Hills Vendors Barn at time of sale. This is in sent monthly. Should you have questions about this, please feel free to ask.

### **Printouts**

- Available to Vendors Monday, Tuesday & Wednesday only. In order to receive a printed copy of sales or to receive a Check You must show ID. Vendors are permitted one print out weekly. In order to have someone else pick-up for you their name & information Must be on file. They Must show ID as well. Under no circumstances will Blackberry Hills Vendors Barn release information unless names are on file.

### **Inventory**

All Vendors will be able to Login to their Vendors Account to Add items or look at items sold.

### **Check-In & Out**

- We ask that vendors sign in/out when they come to straighten or stock. Vendors must stop at the counter to show the cashier any items that are being removed from the store. If Merchandise is brought in by totes or boxes, they must be shown to a cashier before leaving.

### **Bringing in Merchandise**

- Buggies will be available to use to help bring in Merchandise, please do not abandon these in the parking lot or in front of the building. You must take them back to where they belong.

### **Booth Decorating**

**Absolutely No Vendor can have cameras in booth due to using our wifi & invading our privacy! If you have a problem with something you let us know & we can pull cameras.**

- Vendors are welcome to decorate their booths/pegboard as long as they are tastefully done, & the floor/wood/walls are protected. If any shelving is attached to the walls of the booth by vendors, we ask that these remain if you decide not to continue with booth rental. The rough lumber, drywall and concrete may not be painted.
- Screws only
- Any garbage generated by stocking booth will be the responsibility of the vendor to take with them.
- Items must be contained inside the booth/booth walls. We ask that no wire lines be stretched between walls for hanging clothes.
- It is the responsibility of vendors to ensure that their booths are stocked and organized in order to sell merchandise and prevent injury. Blackberry Hills Vendors Barn will not be responsible for injury to customers or employees due to booth conditions. Vendors are fully responsible for the contents of their rented spaces and contents thereof. Blackberry Hills Vendors Barn does not maintain insurance for booths or contents thereof. Any desired booth insurance will be the responsibility of individual vendors.
- It is Recommended that you visit your booth/booths a least every other week to keep your booth organized. If Blackberry Hills Vendors Barn has to pick up to ensure the safety & well-being of our employees & customers a \$10.00 service charge will be applied. A picture will be taken of your Booth for proof. We understand emergencies do occur but know we are a place of business & safety is important.
- NO SMOKING OR VAPING IN BOOTHS

### **Display of Merchandise**

- Blackberry Hills Vendors Barn cautions you to use care with regards to safety when deciding how to present your product. Safety for the customer entering your booth is important while also minimizing the chance of breakage of your items. Proper display is the responsibility of the booth owner. Although we are sometimes able to collect portions of damaged items from honest customers, nothing is guaranteed.
- Please keep your items confined within your Booth. Items encroaching in the aisles are likely to get damaged & aren't in compliance with fire codes. No items are to be hung on the outside of your booth space.

### **Price Tags**

- Booth #, inventory identity, item description & price should appear Clear to read on each item of merchandise. If you need to change information on your tag, please make a new tag. No items will be sold with altered information on tags because someone other than you could have made the change. Do Not leave Blank Tags in your Booth.
- You are not permitted to sit in your booth or booths to price or for the sale of merchandise, such as the operation of a Flea Market Booth. All items Must be priced upon bringing in your items.

### **Missing Merchandise**

- Oftentimes items will be moved or misplaced into other booths by customers. Before deeming an item missing, please check throughout the Vendors Barn & check the area that is designated for items that are not priced or misplaced. If an item is unable to be located, please let us know and we will be glad to assist as we can.
- Blackberry Hills Vendors Barn is not responsible for missing, damaged or stolen items. We are not responsible for tag switching though we do our best to monitor for such. We ask that an accurate description be placed on tags. We do have cameras in place & do our best to monitor.
- Should you have an item that is damaged or broken by a customer & we are aware of it, we will respectfully ask that this be paid for.
- Should you have a missing item, a request form will need to be filled out up front at the Service Desk. If missing items aren't found a form will be on file for your tax purposes to fill out.

## **Items Must be Clean, free of insects, dust & in good condition.**

### **NOT PERMITTED**

- Blackberry Hills Vendors Barn does not permit the sale of counterfeit merchandise or items deemed to be dangerous. No sale of weapons, fireworks, tobaccos, drugs, alcohol, or paraphernalia
- All items MUST be Clean. No Exceptions! BHVB has the right to remove off sales floor.
- No packaged Foods
- No vending or coin operated machines of any kind are allowed in booths. All machines must be sold empty.
- No sale of items from economic relief programs that are considered donations to persons in need, such as KCEOC relief programs, Christian Appalachian Project, etc, as examples.
- No X rated films or adult items, items depicting nudity or copied music or movies that have copyright laws. Blackberry Hills Vendors Barn is a family-oriented environment, we respectfully reserve the right to refuse items at our discretion that may or may not be sold in booths or rental spaces. Should you have questions about items that may be questionable, please feel free to ask.
  - Blackberry Hills Vendors Barn reserves the right to close a booth at any time for failure of vendor to perform, observe, or comply with any term set forth in this agreement.
  - OTC medications or vitamins must be in date.

### **Merchandise**

- All items placed in the booth must be checked to ensure that they have complete pieces and are in working condition. If an item is not complete & in working condition, then this must be noted on the tag in plain view for the customers to see.
- If there is a defect on the item, the item should be marked "as is."
- Any fines levied for selling improper goods are the responsibility of the vendor in question & Blackberry Hills Vendors Barn will not be held accountable.
- Fixtures or items used to display merchandise only may be tagged "NFS" unless they too are for sale.
- Smoking is Not permitted inside the store.
- **Clothing** We ask that all clothing items be clean with no stains or holes. No more than **20%** of your booth can be clothing unless it is NEW WITH TAGS. Your Booth can not be cluttered with used Clothing.
- Blackberry Hills Vendors Barn has a no return policy, customers are welcome to try out electronics at an outlet in the Store prior-to-purchase if this item can be checked. If there is a genuine issue with an item that has been sold, we will contact the vendor who will then decide whether to make a refund once an item has been sold.
- Vendors are welcome to place business cards and advertisements for personal businesses in their booths. It is our desire to assist you in making extra income & growing a small business.
- OTC medications or vitamins must be In Date!
- All items Must be In Date.
- Vendors are responsible for checking the list of recalled items list from the CPSC web site. [www.cpsc.gov](http://www.cpsc.gov) . Consignors are solely responsible for the legal repercussions of selling recalled items. Each Vendor is the seller of their items and should not sell items recalled by the CPSC.

### **Electricity in booths**

- For booths that do have electricity, please make sure not to overload your outlets. Only plug up items directly into the outlet that can be unplugged at close. We prefer you to use a Timer in your booth.

### **Booth Sales**

- We permit vendors to do sales that are reasonable either on select items or the entire booth. It is the responsibility of the vendor to notify the cashier of the sale and hang a sign.
- When the sale ends it is the responsibility of the vendor to remove the sign and notify the cashier to remove it from the sale board.

**Questions or Comments**

- Should you have a question or concern, please respectfully discuss this with Management without the presence of customers. No disrespectful actions will be tolerated.
- All vendors must exit the building once the last customer is served. Our closing time is 6pm. Please be mindful of this.
- In the event of a mandated shut down, you will be permitted access to your items.
- Vendor hereby acknowledges & agrees that BHVB shall have no obligation to provide any protect insurance: fire, theft, flood, shoplifting or act of God or other casualty or protect from loss or damage by reason of destruction of property of Vendor while stored or offered for sell at BHVB.

**By signing this rental agreement,** I fully understand and accept all liability for my merchandise that is placed in the Blackberry Hills Vendors Mall and understand that I am releasing Blackberry Hills Vendors Mall from any liability. I understand the rules that have been set forth and know that I may request a copy of this agreement.

Vendor Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_