

# MARIPOSA MARKETPLACE

## Commitment Agreement

1. The commitment Agreement is initially for a 2-month period. At the end of the 2 months, you will have the option to continue on a month-to-month basis. The Owner has the option to terminate the lease if there are un-resolvable problems, and *not* to renew the lease at her discretion.
2. There is a non-refundable reservation/set-up fee of \$20.00 for the initial commitment.
3. There is a 5% advertising fee included in your monthly rental, which the Marketplace will match.
4. The Marketplace (Marcia Perez, Owner) receives a 15% commission on all sales.
5. There is a 2+% processing fee for credit and ATM card purchases.
6. The Vendor must achieve enough monthly sales to generate a minimum of \$50.00 commission to the Owner, or the difference will be deducted from your pay check. For example, if your monthly sales generate only \$38.00 commission to the Owner, then an additional \$12.00 will be deducted from your pay check to equal the \$50.00 minimum.
7. The Vendor must perform 2 days of Security/Customer Service per month, equaling 10 hours per each day per single space rented (i.e., if 2 spaces are rented, 4 work days are required, etc.). If a vendor is unable to perform this service, they may have an authorized proxy do this for them. The proxy must be 21 years of age or older, and approved by the Marketplace owner. Appropriate dress is required. If no one works for your day in a particular month, you will be charged \$9.00 per hour for what you should have worked, which will be deducted from your pay check. You must also make up the missed day. If the day is not made up within 30 days, it will be considered a breach of this agreement, and you will be asked to vacate the Marketplace.
8. The Vendor must keep their shop neat, clean and 90% full at all times.
9. Rent is due on the first of each month. If your rent is paid by credit card, there is also a 2+% retail fee. If paid after close of business on the 3<sup>rd</sup> of the month, there will be \$10.00 per day late fee, charged up to \$100.00.
10. Sales tax will be included in your monthly check, to be paid to the Board of Equalization (BOE) on a quarterly basis. It is your responsibility to do so.
11. If a vendor defaults on the Commitment Agreement and the Marketplace finds it necessary to seize the items in the booth, there will be a \$100.00 boxing fee. In addition, there will be a \$10.00 per day storage fee until the Vendor has cleared the account of all existing charges. The Owner has the right to subtract the amount owed from the Vendor's last check, if necessary.
12. Vendors are paid for sales, minus credit card/debit fee, and 15% Owner's Commission, on the 15<sup>th</sup> of each month.

**IT IS STRONGLY SUGGESTED THAT YOUR ITEMS BE COVERED BY PRIVATE INSURANCE. THE MARKETPLACE WILL ASSUME NO LIABILITY FOR FIRE, THEFT, DAMAGES, OR BREAKAGE OF YOUR POSSESSIONS.**

Vendor: \_\_\_\_\_ Owner: \_\_\_\_\_ Date: \_\_\_\_\_