

BECOMING A VENDOR

At Merchant Square

CHANDLER, AZ / INDEPENDENCE, MO
WELCOME PACKET

OVERVIEW

HAVE YOUR OWN SMALL BUSINESS WITHOUT ALL THE PRESSURE.

At Merchant Square, we are a community of small business owners all in one place. We focus on selling a wide variety of vintage, antiques, home decor and more! We have the benefit of having a Vintage Market, a Smokehouse and an Antique Store all in one place.

- We run the cash register so you can sell items without having to be there.
- We collect and pay your sales tax so you don't have to. (Your local city may still require a business license.)
- We pay all the store bills like water, electric, property taxes, etc.
- We have a team of phenomenal staff to interact with customers, make the sales, and do all the other heavy lifting, so to speak.
- We promote and advertise with a robust marketing budget and a skilled marketing team.
- We host special events and sales that drive traffic to the store.
- We pay you bi-weekly for your sales.

We are so grateful for all of our small business owners and are so excited to offer a one of a kind experience without all the hassle of owning your own brick and mortar store.

MOVE-IN & DECORATING



Having a unique space that is all your own, is very important to atmosphere of our store and keeps our customers coming back. We encourage your creativity with the design of your space, and we are here to help if you need too.

Paint and Structures

We provide the space, you make it your own. Many of our Merchants have utilized trendy designs to showcase their items. This goes a long way in presenting your space and increasing sales.

Signage

We encourage you to put up a sign with your store name and social media branding for people to be able to follow you after visiting your space.



What to sell:

In Merchant Square we strive to have 80% vintage/antique in each booth at all times. We know that seasonally it's nice to offer other items but should always stick to the 80% vintage/antique rule.

What not to sell:

We reserve the right to edit in each space, meaning we may ask you to take things out if they don't fit our store/theme/etc.

- No guns
- No ammo
- No extinct animals
- No alcohol
- No vulgar or adult items
- Please don't misrepresent items in your space. If it is a knock off, you need to tag it as such.
- No illegal items



Social Media and Marketing

The success of your business is important to us. Our extensive marketing plan, spans all types of media and employs strategic targeting that drive customer visits and sales. We advertise in print, TikTok, Facebook, Instagram, TV and more. Where we do everything we can to market the store and promote our vendors, the best way to spread the word about our store is YOU! The more you can do to spread the word in public and on social media, the better you will do as will everyone else. We recommend starting social media pages for your shop and treating it the same way you would if it was your own brick and mortar store. We also ask that you like, share and comment on all social media posts, as that helps us get even more visibility online. Every little bit goes a long way.



Security

Merchandise and Tags

Merchant Square/Highland Yard is serious about the security of your items. Please make sure that your tags are secure on each and every one of your items and the price and description is clear. No slashing prices on tags etc. Vendors in Merchant Square have the option of adding security tags at no additional cost to you (they can be found at the front desk). We also have staff walking the store to ensure the safety of items. *

Cameras

We have cameras running 24/7 in Merchant Square. For heightened security, we encourage you to install your own camera in your space. Many of these cameras can be purchased inexpensively and record many hours of footage which can further deter shoplifting.

Inventory Management

Merchant Square uses Point of Sale software that tracks each sale and will be emailed to you each night.

Vendors in Merchant Square also have the option to add inventory numbers to their items for tracking. We work with you to discount your items and put sales and your booth, to help you increase sales and manage inventory. Additionally we have scheduled storewide sales that generate excitement from the community.

Getting Paid



Rent, Fees & Checks

Merchant Square requires first and last months rent at time of sign up. Rent is due on a bi-weekly basis. Merchant Square will deduct your bi-weekly rent payment from the previous pay periods sales.

For Merchant Square, checks are issued on a bi-weekly basis, minus commission, applicable fees and rent. You can pick them up from our cashiers at anytime once the checks have been issued. Merchant Square deducts 10% commission, and 3% on credit card fees. Commission on total sales will be deducted from each payout.

Sales Tax

Merchant Square will collect and pay all sales tax on items sold in the store, so you don't have to worry about it.

MERCHANT CONSIGNMENT AGREEMENT

Agreement made effective the ___ day of _____, 20___, by and between Merchants Square Antiques, LLC (Consignee), whose business address is 1509 N Arizona Ave, Chandler, Arizona, 85225 and

(Consignor) whose address is _____.

In consideration of the payments, promises, agreements, and other consideration herein and subject to the terms and conditions hereof Consignee and Consignor do hereby agree as follows:

I. Term of Agreement

This agreement shall commence on the effective date set out above and continue for one month. Thereafter, this agreement shall continue for one-month periods and terminate by either Consignee or Consignor pursuant to Section VIII. Default and Termination.

II. Agency

Consignor hereby appoints Consignee and Consignee hereby accepts appointment as Consignor's agent for the purpose of the display, marketing, security measures, and sale of Merchant's property consisting of: (I) antiques and (ii) other items in accordance with Section III, Merchandising "Merchandise" which the Consignor displays in Merchant Square at the address set out above (store).

1. Display

Consignee agrees to display Consignor's merchandise in the Store, the amount and location of which is selected by mutual agreement of Consignee and Consignor from time to time. Consignor agrees that Consignees' possession and/or custody of Consignor's property, including merchandise, is governed solely by the terms of this Agreement.

Consignor agrees that all merchandise shall be clean and maintained in good condition. Consignee reserves the right to request that an item be removed from the premises if it does not meet store standards as established by Consignee from time to time. Consignor has the responsibility to ensure that any display cases in the display area are securely locked with a suitable strong lock. Price tags on items in display cases must be easily visible. Each item of merchandise must be labeled or tagged with the Consignor's number, inventory number if applicable, description and price clearly written. Consignee must give prior approval to all display area shelving, display props and signage including sale signs and any business cards or other promotional items.

Consignor agrees that the determination of the amount and location of display area is solely for the purpose of (i) providing adequate room for the Consignor's merchandise and (ii) allowing Consignor to group its type and quality of merchandise that the Consignor offers. Consignor agrees that its use of floor space: (i) is non-exclusive as between Consignee and Consignor, (ii) does not create any real property interest in Consignor, and (iii) does not create any relationship of landlord and tenant between Consignee and Consignor. Consignor further agrees not to allow any other person to display items in the Consignor's display without obtaining Consignee's prior written consent.

Consignor agrees to maintain the display area in a manner that is considered clean and pleasing to the eye. Consignee may at its sole discretion rearrange, move, remove, and otherwise stage the display area.

Any modification or improvement made by Consignor must be approved by Consignee prior to modifying or improving the display area. Consignor understands that any improvement or modification, regardless of expense to Consignor becomes property of Consignee and treated as a fixture to the premises to be used, modified, or removed by Consignee at its sole discretion without reimbursement to Consignor.

Consignor agrees to maintain the display area in accordance with the following (i) Extension cords and flexible cords shall not be a substitute for permanent wiring and shall be listed 30 and labeled in accordance with UL817 (ii) Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings, or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact (iii) Extension cords shall be used only with portable appliances (iv) Extension cords marked for indoor use shall not be used outdoors (v) Extension cords cannot be daisy chained, meaning you cannot connect extension cords to extension cords (vi) Power strips must have a surge protector on it and labeled in accordance with UL 817 (vii) No splicing is allowed, only continuous cords (viii) No electrical tape can be used to cover cords, cords must be intact and of the appropriate gauge.

2. Marketing

Consignee agrees to furnish marketing services consisting of (i) substantial ongoing advertising and (ii) regular promotions and special events.

Consignor agrees to assist in promoting and supporting Consignee's efforts. Particularly Consignor agrees to share, like, comment on social media, posts created and sponsored by Consignee.

3. Sales

Consignee agrees to furnish a trained staff of qualified, courteous sales personnel for selling all merchandise in the Store and to provide loading and unloading assistance. Consignee also agrees to receive in its name as Consignor's agent all payments, including applicable sales and use taxes, for purchases of merchandise.

Consignor authorizes Consignee to accept either cash, check, or credit card payment for the merchandise and applicable sales and use taxes. Consignee agrees to take such reasonable steps as Consignee establishes from time to time to determine that the maker of a check or signer of a credit card sales draft is the person whose name appears on the check or credit card and that at the time of purchase the credit card is valid and not over limit. However, Consignor agrees that Consignee is not responsible for any checks on which the bank refuses payment for any reason or credit card company refuses payment for any reason.

Consignor agrees not to misrepresent Merchandise with respect to age, authenticity, authorship, connection with noted people or events, or otherwise. Consignor authorizes Consignee to make customers aware that all representations of such matters are those of Consignor and not of Consignee. Consignor also agrees that Consignee may elect to refund all amounts paid by

customers for Merchandise which Consignee determines in its judgment was misrepresented. Consignor agrees to reimburse Consignee on demand for the full amount of any such refund, and in the event of Consignor's refusal to reimburse, Consignee may, without limiting any other remedy which it may have, deduct the amount of such refunds from any amounts which Consignee owes or comes to owe Consignor.

Consignor agrees to act as an ambassador and advocate for Consignee. As such the Consignor agrees to not take any public action (online or in front of customers) that might portray Consignee and related ventures (Highland Yard Vintage and American Way Market) in an unsavory manner or in a manner to be deemed negative or hostile. Consignee seeks, with Consignor's cooperation to build and maintain a reputation as the finest antique mall in the southwest.

"Gross Consignor Sales" is defined as the total dollar selling price, including sales and use tax, of all Consignor Merchandise sold by Consignee.

"Net Consignor Sales" is defined as Gross Consignor Sales less sales and use taxes, bank charge and card and check guarantee card amounts, and compensation, commissions, and all other amounts due and owing to Consignee at the time Consignee pays Consignor its Net Consignor Sales. Consignee agrees to pay Net Consignor Sales every two weeks and reserves the right to make changes to the pay schedule from time to time.

4. General

Consignor acknowledges that many other dealers display Merchandise in the Store and agrees that none of the Consignees' duties of agency are owed to any Consignor individually but are owed only to all dealers jointly. The parties agree that any and all duties of agency shall be governed exclusively by this Agreement.

III. Merchandising

Special attention is paid to the type of the Merchandise brought in. The appearance and presentation of the Merchandise in the Store is critical to both the Consignor's and Consignee's success. Consignee agrees to provide consignor merchandising and decorating advice upon request.

Consignor agrees to comply with all policies and procedures, including but not limited to the Quality Control Guidelines attached to and made a part of the Agreement as Exhibit A, concerning the maintenance of display of high quality merchandise. Such policies and procedures will be uniformly enforced and are subject to addition, deletion or modification from time to time at Consignee's sole discretion upon notice to Consignor.

Consignor agrees to label all damaged and repaired items as to the nature of the damage or repair. Consignor agrees to not (i) sell or give away any food or beverage items or (ii) post or use any signs or literature, brochures, or similar, make sales prop alterations, improvements or additions to Consignor's display area without obtaining Consignee's prior written consent. Consignor agrees to remove all items not in compliance with this Agreement within forty-eight (48) hours after Consignee gives Consignor notice of the non-compliance.

IV. Consignments

Consignor appoints and Consignee hereby accepts appointment as Consignor's agent for the purpose of display in Consignee's display space, marketing, security measures and consignment sale of large items of Merchandise which Consignee may, in its discretion, accept from Consignor from time to time. In the event that an item of consignment Merchandise does not sell within what Consignee, in its judgment, determines to be a reasonable time, Consignee shall give Consignor notice of the non-sale. Within five (5) days after notice is given Consignor shall either reduce the price to any amount agreed to by Consignee and Consignor, or remove the item from the Store.

Consignee may terminate its consignment business at any time by giving five (5) days prior notice of termination to Consignor. Consignor shall remove its consignment items from the Store prior to the effective date of termination.

V. Compensation

1. Assessment for Display, Marketing, Security, and Sales

Consignor agrees to pay the assessment as maintained by Consignee and adjusted from time to time at Consignee's discretion. Further, Consignor agrees to pay the assessment by deduction from sales. The assessment is paid in advance of use. If sales are insufficient to cover the cost of the assessment, Consignor agrees to pay these by credit card that shall be maintained on file with Consignee and any assessed credit card fees for this service.

2. Commission

Consignor agrees to pay Consignee a sales commission of ten percent of total Gross Consignor Sales (excluding sales and use taxes).

3. Late Fees

If the assessment is not paid or otherwise collected in full by the 7th day of being due the Consignor agrees to pay a late fee equal to fifteen percent (15%) of the amount not timely paid. Other fees may apply such as bounced check and credit card fees.

4. Credit Card Fees

Consignor agrees to pay credit card fees, as maintained and adjusted from time to time by Consignee, attributed to sales of Consignor merchandise.

VI. Loss and Damage

Consignor agrees to allow all bags, boxes, and all other containers leaving the Store to be checked by Consignee's front desk personnel for the protection of all Consignors.

Consignee provides, at its sole expense and for its sole benefit, that which it deems to be adequate general liability (bodily injury or death) and property (Consignees' equipment, fixtures and other personal property) insurance coverage. Consignor acknowledges and agrees that Consignee does not provide any insurance coverage of any kind for Consignor. Consignor agrees to provide, at its sole expense, insurance covering all its property, including Merchandise, which it brings into the Store, and its own general liability insurance.

Consignor hereby releases and agrees to hold Consignee, its officers, agents, employees and contractors harmless from, and accepts full responsibility and risk of loss for any and all damage, destruction, theft or other loss of any kind occurring by any cause to Consignor's property, including Merchandise. Consignor also hereby releases and agrees to hold Consignee, its officers, agents, employees, and contractors harmless from and against any and all claims, liabilities, and damages, including attorneys fees and costs, arising due to Consignee ceasing or to any extent limiting operation due to damage to or destruction of the Store occurring by any cause.

Consignor agrees to defend indemnify and hold Consignee, its officers, agents, employees, and contractors harmless from and against any and all claims made and any and all liabilities and damages, including attorneys fees and costs, sought by or awarded to any third parties which in any way and to any extent arise out of or from (i) Consignor's, its officers', agents', employees', invitees', customers', or contractors' use of the Store and surrounding areas including by example and not limitation, sidewalks, parking and loading areas, (ii) any breach or default in the performance of any Consignor obligation under this Agreement, or (iii) any act, omission or negligence of Consignor, its officers, agents, employees, invitees, customers and/or contractors.

VII. Default and Termination

1. Termination without Cause

Both Consignor and Consignee shall be entitled to terminate this Agreement without cause upon thirty (30) days written notice.

In the event termination without cause is made Consignor shall remove all its property, including Merchandise, from the Store prior to the effective date of Termination. If Consignor does not so remove all such items prior to the effective date of termination it shall continue to be responsible for all applicable amounts set out in Section V. until all property is removed.

2. Termination For Cause

Consignee shall be entitled to terminate this Agreement, effective upon giving written notice to Consignor, in the event Consignor is in default in any manner hereunder. Consignor shall remove its property, including Merchandise, within forty eight (48) hours after notice of termination is given. Consignee shall be entitled to exercise any remedy at law or equity which it may possess, including that provided in 3. below.

Consignor shall be entitled to terminate this Agreement by giving Consignee thirty (30) days notice of termination in the event Consignee is in substantial default of any material provision hereunder. The foregoing constitutes Consignor's sole, exclusive remedy at law or equity for any breach by Consignee of the terms of this Agreement of any claim of any kind arising due to this Agreement, except for Consignee's breach of its obligations to pay Net Consignor Sales, in which case Consignor may claim money damages under this Agreement for the amount of such commissions.

3. Termination Without or For Cause

In the event Consignor fails or refuses to remove its property, including Merchandise by the required time, or to pay any amounts owed to Consignee under this Agreement, Consignor agrees Consignee shall have the right to remove Consignor's property including Consignor's Merchandise to storage, at Consignor's expense. Further, Consignor agrees that Consignee may

file liens on all such property to the fullest extent permitted by law to secure payment of all amounts Consignor owes Consignee including moving and storage fees. If Consignor fails to pay Consignee on demand all moving and storage charges, and all amounts owed under this Agreement within sixty (60) days after demand Consignee shall be entitled to sell Consignor's property including Merchandise, in any commercially reasonable manner allowed by law, retaining all amount allowed by law, plus a ten (10%) commission.

VII. Miscellaneous

1. This Agreement is the entire agreement of the parties. Any modifications must be in writing, and signed by both parties.
2. The failure of either Consignor or Consignee to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver thereof. No delay or forbearance of either party is entitled will constitute a waiver thereof, and exercise of the same or any other remedy or right to which the party is entitled shall not preclude the further exercise of the same or any other remedy or right to which the party is entitled.
3. Headings and captions are for the purposes of reference only and no substantive effect.
4. Notices and other communications by a party shall be deemed given when personally delivered or when deposited in the United States mail as registered or certified mail, postage prepaid, addressed to the party at the address at the beginning of the Agreement.
5. Any provision which is judicially determined to be of limited application or prohibited by law, in whole or part, shall be ineffective to the extent of such limitation or prohibition without affecting the remainder of this Agreement.
6. In the event suit is filed under this Agreement the prevailing party shall be entitled to its reasonable attorneys fees.
7. This Agreement is agreed to be made and construed in accordance with the laws of the State of Arizona. Venue shall be in Maricopa County, Arizona.

IN THE WITNESS WHEREOF, of the parties execute this Agreement on the dates indicated below.

Merchants Square Antiques LLC
DBA: Merchants Square

Print Name

By: _____
Consignee – Merchant Square

By: _____
Consignor

Merchant Square Merchant Contract Addendum

At Merchant Square, we believe in the growth of our business as well as your own small business and part of that is our culture of happiness. We hire happy people and ask our Merchants to be happy and enjoy their time here.

Paint and Structures

- End Caps are not for merchant use unless previously stated. Tops of walls are a shared space with the adjoining space. Do not place items on the top of walls. This area is for attaching structures, walls, etc.
- If you build a structure, it becomes property of Merchant Square and cannot be removed. Also, all structures need to be approved by management before being put up.

Floors and Aisles

- Floors and aisles need to be clear of debris and allow customers to walk freely inside the booth and down the aisles. No items should be outside of the booth space to allow for carts. You cannot paint the floors or attach any kind of adhesive to the floors, doing so will result in a \$500 fine.
- No area rugs

Power and Lighting

- Lighting is very important to the mood and feel of your space. However, the Fire Department has some specific rules that need to be followed. All of your power cables and surge protectors should be 3 prong. We cannot daisy-chain cords together. All bulbs must be LED. No open/exposed/damaged wires, meaning it has to have a contained plug attached (no caps, electrical tape, etc). We cannot adhere cords to the wall/floor/structures.

Merchandise and Tags

- Please make sure that your tags are secure on each and every one of your items and the price and description is clear. No slashing prices on tags.
- Please make sure you follow our tag format and if you hand-write your tags, they must be legible. Merchant Square will not be responsible for mistakes on hard to read tags or tags that don't have vendor numbers.

Inventory Management

- We send out emails with your reports each night, if you have questions about this or do not receive your report, please contact our front desk for assistance on the next business day.
- Inventory numbers are a courtesy to our Merchants, however we cannot guarantee them on every transaction.
- Sales are allowed for Merchant Square at any time but cannot exceed 2 weeks at a time and have to have 2 weeks in-between each sale. You will have a limited number of sales days to use each year, so use them wisely. Storewide Sales days do not count toward this number.
- If you are stocking your space, you **MUST** have all carts, bin, etc checked before leaving the building. No large carts are allowed from 10am-2pm on sale days or Highland Yard Market Days.

Rent, Fees and Checks

- In the event that you don't have enough sales to cover your rent, your credit card will be charged the difference, plus a 3% fee for the credit card.
- You have a 5 day grace period to pay in full or you will be assessed a 15% late fee on any

balance due.

- Once your account is past due 30 days, your space will be put on sale to recoup any past due amount. If you do not pay your balance due after 60 days, your items will become property of Merchant Square. Always reach out to us if you are having trouble paying rent, we are here to help if we can.
- \$25 per showcase fee for locked cases in a booth

What if?

- If you notice an item is missing, please first walk the store to see if you can find the item. If you have looked through the whole store, then notify our cashiers and we will try to help you locate the items.
- If you notice an item on your report that isn't yours, please notify our cashier staff IMMEDIATELY. We want to ensure everyone is being paid for their items. If an item is found to not be yours a check is issued to you, you will be responsible for paying it back.
- If there is a loss or injury in your space, vendor agrees that Merchant Square is not responsible. Merchant Square does not insure vendor's inventory or personal property for any potential losses. Vendor may obtain insurance if desired. Vendor assumes the liability for potential injury or damages to persons or their property arising during the term of this lease, including theft, occurring in or about your space.
- If you owe rent and are past due 60 days or more, your actions will be considered abandonment of your space, inventory, furniture, fixtures and Merchant Square will immediately become the default owner of your space and all its contents.
- If your sales for a period of time are not large enough to cover the rent for that period, or should Merchant Square feel it is necessary for the overall good of the store, Merchant Square reserves the right to discontinue the agreement at any time.
- If you'd like to move out, Merchant square has a 30 day notice for move out.

First and Last Name

Signature

Dealer Information - Merchant Square

Dealer Name* _____ M# _____

Trade Name _____

Address* _____

City/State* _____ Zip Code* _____

Cell Phone* _____

Tax Number _____

Email* _____

Make Checks Payable to:* _____

Mail Check? (Must Bring Self-Addressed and Stamped Envelopes) _____

Emergency Contact* _____ Phone #* _____

Space Rented: _____ Rent Amount: _____ Date: _____



Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by indicating to us to do so via email at kim@merchantsquareantiques.com. This authorization will remain in effect until cancelled.

Card Type: Visa MasterCard Discover AMEX

Cardholder Name: _____

Card Number: _____

Expires: _____ CCID _____ Zip Code: _____

I, _____, authorize Merchant Square Antiques to charge the above card for any unpaid rent amount monthly plus 3% of the total amount for the credit card fee. I understand that my information will be saved to file for future transactions on my account.

Signature

Date

MERCHANT SQUARE

QUAIL & SANDPIPER PACKET



Hi there!! We have made your Quail account!

**You will need to download the app, Quail. It should be an orange bird logo.
You will need to set up an account using your email address (that you provided us with) and then create your own password!**

Quail will be your program to track your sales.

After you make your Quail account, you should be able to see your dashboard of stores. It should say your assigned vendor # for Merchant Square Antiques.

After this is set up.

You will need to visit on a computer - <https://sandpiperhq.com>

Sandpiper is Quail's sister program that allows you to connect your Quail store and allows you to print barcodes. Sandpiper will be where you will print your barcodes. Please use the same email, that you used for Quail to make your Sandpiper account. Once Sandpiper account is made, you will see a button top and it will say stores & links. Please click that and connect your Quail Store.

It will then send you a confirmation email to connect your Quail store to Sandpiper. Please follow the instructions.

Once that is done. You will be able to print barcodes.

Please make sure on both accounts it shows your vendor number.

Here is a link on how to print your barcodes!

<https://youtu.be/TIrn5h5PiXQ>

If you have any questions. Feel free to reach out!

Excited for you to join!

THE GARMENT DISTRICT



TAGGING & PRINTING INSTRUCTIONS

**USE THESE
LABELS TO PRINT
YOUR BARCODES**

**PLEASE USE
THIS SIZE TO
PRINT!**

