



**The Hodgepodge Shop**  
105 N Rubey (physical address)  
28723 Kelp Pl. (mailing address)  
Macon, MO 63552  
(660) 651-4698

Thank you for inquiring about Macon's newest marketplace that features a mixture of one-of-a-kind artisans, re-purposed furniture, vintage finds and more. We are especially excited to "show off" the artistic talents of our vendors. If you choose to be a part of our shop, we will showcase your work on our website, Facebook page, and in the community advertising.

The Hodgepodge Shop is located at 105 N. Rubey in Macon, MO. We are a part of the downtown district of Macon and we are in a block radius of various specialty stores, many catering to those interested finding unique home décor and retro items. We are directly across the street from the Maples Repertory Theater. They have shows through the summer to fall months and bring in many out of town guests.

We are open 10:00 am to 5:00 pm Tuesday thru Saturday and open on some Sundays, especially when there's a show at the Maples Theater. Closed the following holidays: Easter, 4th of July, Thanksgiving, and Christmas. We will close by 2 pm on Christmas Eve and New Year's Eve.

### **Vendor Rental Contract**

The following are the RULES & REGULATIONS for the operation of The Hodgepodge Shop. These Rules & Regulations are a part of the Rental Agreement and Vendor Application.

- 1. Booth Rentals:** Booth spaces are \$1.25 per square foot and shop owned shelving is \$1.50 per square foot. Booths and shelving will be rented on a first-come, first-served basis. The first month rent or pro-rated rent is due at signing of the rental contract. The rental contract is for a 3 month period and extended on a month-to-month basis thereafter. Vendors may stock their booth anytime during store hours. The vendor or the management of The Hodgepodge Shop may terminate the rental agreement by submitting notice in writing in advance of the first day of the month. No vendors shall share booth or shelving space unless pre-approved by the management of The Hodgepodge Shop.
- 2. Rent Due:** Rent is due the first day of the month for that month. Rent will be deducted from accumulated sales of the previous month. If rent exceeds sales then payment by the vendor is due by the 1st of the month. Cash, checks and debit/credit cards will be accepted forms of payment for rent owed.
- 3. Sales Tax:** The Hodgepodge Shop will be responsible for the collection and payment of sales taxes to the State of Missouri. Vendors may not use The Hodgepodge Shop sales tax number for their personal use.
- 4. Commissions:** A five percent (5%) commission will be charged on all items sold. This amount will be deducted from the monthly vendor payment. This covers credit card costs, marketing, and maintenance.
- 5. Pay Periods:** The close of business on the last day of the month is the cut-off date for processing sales. Checks to dealers may be picked up on the 1<sup>st</sup> day of the following month. Unless the first day of the month falls on a day that the shop is closed, then it will be the following open for business day. One month's rent and all commissions are deducted from the sales. A statement of the month's sales activity will be provided with the check. Vendors will also be able to access their sales through the online POS (Point of Sale) System we will be using. An account will be created for each vendor and given login information when their signed contract and first month rent or pro-rated rent is paid.

6. **Vendor Identification:** Vendors will be assigned a vendor number when the rental contract and rent payment is submitted. Only individuals with permission of the vendor (owner of merchandise) will be allowed to remove unsold items or pick up checks from The Hodgepodge Shop. Please let us know if a significant other is going to be involved.

7. **Pricing:** Vendors must furnish their own tags. Items placed in a booth or shelf or display must have a price tag with readable notations on the front: Vendor ID, Price and Item Description. Any other information the vendor deems necessary should be written on the back of the price tag. Using both sides of the tag is encouraged. Put your dealer number on both sides of the tag. NEVER change the price without changing the entire tag. How do we know WHO changed the price at checkout? This is for your protection! A clearly PRINTED tag is essential for you to receive correct credit. Please avoid using adhesive backed tags that are difficult to remove. Use tags that are sold as "removable" instead. Vendors are responsible for tagging their own merchandise.

8. **Product Labeling:** If you are selling food products or homemade soaps, please include a list of ingredients for customers to check for possible allergy complications.

9. **Vendor Discount:** A 10% discount may be given to dealers (when they buy from other vendors) and also to customers that request it (if the selling vendors allows it). Shop policy is NO discount given on items priced \$20 or less. Additional discounts will only be granted with a verbal/written permission from the vendor (we will call/text you). **Each vendor may set their own discount policy within the mall guidelines.** Please indicate below your policy about discounts and we will enter it in our POS system.

I will allow a 10% discount on my items priced \$20 and more: **Yes or No (circle one)**. If NO, please state your discount policy\_\_\_\_\_.

10. **Layaway:** Some customers request an item to be purchased on a layaway plan. The Hodgepodge Shop's policy is that the item must be paid in full within sixty (60) days from the date of purchase. If the customer does not pay for the item in full within the sixty (60) day period, the installments are forfeited and the vendor retains the payments, as well as the item in question.

Do you wish to participate in layaway? **Y or N (circle one)** Vendor is also allowed to specify a minimum price at which they will accept layaway.  
Please list it here \$\_\_\_\_\_.

11. **Housekeeping:** Vendors are responsible for keeping their own space and merchandise clean and orderly. The Hodgepodge Shop is responsible for maintenance of aisles, rest rooms and other the common areas of the shop.

12. **Prohibited Sales:** Management of The Hodgepodge Shop reserves the right to prohibit any item from being sold on the premises. The Hodgepodge Shop does not allow pornography (as determined by management), weapons of any kind, or live animals. All merchandise should be antique/vintage or of significant collectable quality, not generally available in area stores. Artisan or craft items should be made by the person who signed the rental contract. Management reserves the right to refuse any merchandise we feel is inappropriate.

13. **Sales:** Vendors are allowed to have sales for their items. Just let the management know if you will be having a sale. We need a minimum of 2 days notice in advance of a sale so that we may enter it into and update our POS system. If you are having a sale on just a few items (rather than a fixed discount on everything), it's strongly recommended you use the bright yellow SALE tags. It will draw attention to the item and avoid any potential confusion for customers. It is also recommended to create a computer to generate signs. We sometimes can provide you with signs (or templates that may be used) to be displayed but ultimately, you are responsible for your own signage. The Hodgepodge Shop will have store-wide sales throughout the year. Vendors will be notified well in advance of these sales and are strongly urged to participate in them.

14. **Displays/Fixtures:** All sales merchandise must be kept WITHIN each vendor's assigned space. Customer walkways shall not be obstructed by merchandise. Vendors are allowed to personalize their booth space with

the approval of The Hodgepodge Shop management. Fixtures or items used to display merchandise only may be tagged "NFS" (Not For Sale) unless they are actually for sale. Please refrain from using shelving or other display fixtures larger in height than 6 feet tall unless pre-approved by management.

**15. Common Display Area:** In an effort to create a cohesive shop while offering a variety of items from a variety of vendors, the management of The Hodgepodge Shop may use items from vendor's booth in our common areas (window display or in the center of the shop) to showcase items from all our vendors. If you do not want your items used for the common display areas, **initial here.**\_\_\_\_\_

**16. Fire Safety:** All electric extension cords must be in undamaged condition and must be a 3 wire commercial style - no 'lamp cord' type extension cards are allowed. Power strips must have surge protection (per the local fire marshal). If the item is plugged directly into the wall then there is no problem. No plugs around corners or over the top of walls/partitions are allowed per the local fire code. Light bulbs must be CFL or LED and 25 watts or less. No burning candles are allowed.

**17. Returns Policy:**All sales are considered final. Returns may be granted to customers in rare instances and will be evaluated on a case by case basis. An explanation will be provided to the vendor in question should a return occur.

**18. Move-Out:** Move-outs shall occur on or before the last day of the current rental period. Holdovers will be charged an additional rent. Management must be given a written 30-day notice in advance of a move-out BY THE FIRST DAY OF THE MONTH. Vendor must settle all over due rent charges and damages before removing merchandise from The Hodgepodge Shop on move-out day. A \$25.00 cleaning fee will be deducted from the deposit if booth is not cleaned after move out.

**19. Losses and Insurance:** The Hodgepodge Shop, carries a major fire and general liability policy on the property, but does not carry insurance on vendor's merchandise. It is the responsibility of the vendor to provide his/her own insurance. Neither the management nor the owners of the building or business shall be responsible or liable in event of fire, theft, breakage, mysterious disappearance, acts of God or any damage however caused. It is recommended that valuable items be in a locked case. We have a couple cases available for rent for such items.

*20. The Hodgepodge Shop reserves the right to remove any item at their discretion or those that they deem do not conform to these guidelines. We reserve the right to revise, change and/or adjust any of these rules as necessary at our discretion. Any revisions/changes to this agreement will be sent to all current vendors via the email address they place on file with us.*

Vendor #:\_\_\_\_\_ Booth/Shelf Rate: \$\_\_\_\_\_/month Size/Location: \_\_\_\_\_

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

Address/City/State: \_\_\_\_\_

Email: \_\_\_\_\_

(Cell): \_\_\_\_\_ (Work): \_\_\_\_\_

**I have read the above rules and basic guidelines of the Vendor Rental Contract and accept the conditions as stated.**

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

THS Management: \_\_\_\_\_ Date: \_\_\_\_\_