

**Retail Vendor Application & Agreement**  
**Indigo Moon, 165 E. Main St., Bartow, FL 33830**  
**Phone: 315-278-8809 Email: info@indigomoonoutlet.com**

**Name of Business:** \_\_\_\_\_

**Contact Person / Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

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

**Website:** \_\_\_\_\_

**Social Media:** \_\_\_\_\_ Facebook \_\_\_\_\_ Twitter \_\_\_\_\_ Pinterest \_\_\_\_\_ Other \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

**Products:** \_\_\_\_\_

**Location:** \_\_\_\_\_ In Store Artisan \_\_\_\_\_ In Store Author \_\_\_\_\_ Online Store

This application and agreement is a legal contract between Indigo Moon, the LESSOR, and you, the VENDOR. LESSOR reserves the right to deny or reject any application or to unilaterally terminate any VENDOR agreement for any reason with or without cause or notice. \_\_\_\_\_ Initial Here

The terms and conditions are listed here and no other arrangements, oral or written, except as provided for in the agreement are binding upon the parties. In the event any provision or part of this agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire agreement, will be inoperative. In any action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs. In the event litigation occurs as a result of this contract, the venue for such litigation shall be in Bartow, Florida.

By signing below, VENDOR has read, understands and agrees with the terms and conditions of the retail vendor application and agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Terms and Conditions

In store space is only reserved with an approved application and agreement, submitted IRS W-9 form, and payment in full. LESSOR accepts debit cards, credit cards and checks. There is a 3 month minimum commitment. After the initial commitment, the contract may be extended with LESSOR'S approval.

VENDOR is prohibited from private selling in the retail store or parking area around the retail store.

VENDOR is prohibited from assigning or subleasing any part of their space or to display any merchandise or service other than that sold by VENDOR and specified in this agreement.

LESSOR will collect all applicable sales tax and will be responsible for submitting payment.

Checks will be available for pick up on the 1st working day of each month for the products that are sold the previous month. CHECKS EXPIRE 90 DAYS AFTER ISSUE!

LESSOR reserves the exclusive right to revise the floor plan and/or move assigned VENDOR as necessary. Any representative of the LESSOR shall have complete access to VENDOR'S space and products at all times.

LESSOR reserves the right to determine how VENDOR'S products will be displayed and marketed, including quantities and selection, in its retail store, website, social media, advertising, and promotional events.

LESSOR reserves the right to refuse any product and/or to remove any product from the store. VENDOR products must be in compliance with all applicable local, state and federal laws for the type of products you offer. It is the VENDOR'S responsibility to know which laws apply to your products and to ensure that they are in compliance with all copyright, food handling, labeling, labor, and any other laws, rules or regulations that apply.

Not following LESSOR'S direct verbal orders and/or unbecoming conduct, to include the use of profane, obscene, abusive or threatening language, by VENDOR will be grounds for immediate termination of agreement and eviction of VENDOR. If such action is taken, there will be no refund of money paid for space and VENDOR waives all claim of whatsoever nature against the LESSOR.

VENDOR understands that the LESSOR will not be responsible for any losses suffered by VENDOR as a result of fire, theft, property damages, vandalism, riot, or otherwise, despite the fact that LESSOR will provide minimal security. LESSOR cannot be held responsible for any conditions whatsoever.

VENDOR hereby consents and agrees that, in the event that for any reason the LESSOR'S business is temporarily or permanently closed in whole or in part, the VENDOR'S last payment would be pro-rated and refunded and that the LESSOR would be relieved and released from any liability whatsoever for loss of business, expenses, or any and all other claims which VENDOR may have as a result of such closure.