

# **SELLER'S AGREEMENT and TERMS** **SPACE RENTAL AND LARGE ITEM SALE CONTRACT**



This contract is entered into on the day in which registration is completed, by the following parties: **West Michigan Mom's Sale** (hereinafter referred to as **WMMS**) through SBK Events, LLC and the **seller or vendor** (hereinafter referred to as the **Seller**). The purpose of this contract is to set forth the rules, regulations, and contractual duties of each party to this contract, for participation in the West Michigan Mom's Sale on **Saturday, April 4, 2020** (hereinafter referred to as the **Sale Date**). In exchange for full and valuable consideration, the parties hereby agree as follows:

1. Each Seller who wishes to participate in the WMMS shall review and agree to this contract, prior to the Sale Date upon registration.
2. Upon agreeing to this contract, Seller shall pay a space rental fee of \$60 or the business fee of \$250. In exchange for this \$60 / \$250 space rental fee, Seller shall be reserved one (1) 10 ft x10 ft space to be used during the Sale Date. WMMS reserves the right to cancel the space rental contract for any Seller who did not pay appropriate rental fee prior to Sale Date.
3. Seller is not limited on the number of 10 ft x10 ft spaces they may rent for \$60 / \$250 each.
4. Seller has the opportunity to purchase 8 ft x 2 ft tables for an additional \$12 each. It is preferred that table rentals are ordered during registration and prior to the Sale Date. However, tables will be available for rent during event set-up.
5. Seller has the opportunity to purchase wifi internet service for an additional \$75, and access to electricity for \$60. Service for wifi and electricity is ordered prior to the Sale Date through the DeVos Place by visiting <https://www.devosplace.org/p/visit/exhibitor-forms>. Wifi and electricity is also available during event set-up, but for an increased fee of \$100 for wifi, and \$90 for electricity.
6. Refunds of any money paid by the Seller under this contract will only be refundable if the Seller cancels this contract and notifies WMMS of the cancellation more than fourteen (14) days prior to the above-mentioned sale. No refunds will be given if the Seller cancels this contract fourteen (14) days or less from the Sale Date. A cancellation fee of \$10 will be charged to the Seller if a cancellation refund is made.
7. Seller is only allowed to sell items that are classified as infant, toddler, child, family, or maternity related. The determination of whether an item meets this classification is within the sole discretion of WMMS. Sellers with any questions as to what items fit within this classification should contact WMMS before the Sale Date. SBK Events, LLC and WMMS shall incur no liability to Seller, and Seller shall hold SBK Events, LLC and WMMS harmless for any determination that an item offered for sale by Seller does not meet the above classification.
8. Seller is not allowed to sell consumable items (e.g., beverages, food, formula, medicine, etc.), unless you are a business with prior permission from WMMS.
9. Seller is solely responsible for all their products and services sold during the Sale Date. SBK Events, LLC and WMMS are not to be held liable for any products or services sold by the Seller at this event.
10. Seller shall not display any signs that either advertise or promote a company or service, unless they are registered as a business.
11. Seller is responsible for setting the price of all Sellers items prior to the sale. Seller is also responsible for marking the price for each item prior to the Sale Date.
12. Seller is only allowed to use their rented space(s). If the Seller elects to bring tables, a hanging rack, or shelving unit to the sale, it must be set up within the 10 ft x10 ft space rented to the Seller.
13. Except for items placed in the Large Item Sale Area, pursuant to Paragraph 21, below, Seller is solely responsible for the sale of all items and the collection of all money collected.
14. Set-up for the Sale Date will be on the Friday prior to the event. Seller may arrive anytime between 10:30 a.m. and 6:30 p.m. to begin set-up. Sellers will need to exit the building by 7:00 p.m. sharp. Pursuant to Paragraph 16, below, WMMS is not responsible for any of Seller's items or monies that are lost, stolen, misplaced, or broken.
15. Final set-up for the above-mentioned WMMS will begin promptly at 7:00 a.m. on the morning of the Sale Date. Seller must arrive no later than 8:00 a.m. WMMS reserves the right to cancel the space rental contract for any Seller who is not present by 8:00 a.m. on the morning of the Sale Date.

16. After Seller has set up their rental space, Seller is allowed to pre-shop the sale Saturday morning from 8:00 a.m. until 9:00 a.m. If the Seller elects to pre-shop the sale, Seller is solely responsible for the supervision of the Seller's space, table(s), and rack(s). Pre-shopping will not be allowed Friday before the Sale Date.
17. WMMS is not responsible for any of Seller's items or monies that are lost, stolen, misplaced, or broken. WMMS strongly encourages the Seller to ensure that somebody is watching the Seller's items and money at all times.
18. If Seller brings children to the sale, Seller is solely responsible for the Seller's own childcare and for supervising the children brought to the sale by Seller. Safety must be a priority.
19. At the time of set-up, each Seller, along with any person assisting the Seller, will be provided a wristband by WMMS. This wristband shall be worn by Seller, and any person assisting Seller, during the entire duration of the sale. **Two (2) wristbands will be provided** for each 10 ft x10 ft rental space. Children do not need a wristband. Seller may not sell wristbands. Additional wristbands will be available for a limited time in exchange for advertising the WMMS prior to the Sale Date.
20. Seller is not allowed to pack up his/her space, table, or rack, until the end of the sale, at 1:00 p.m.
21. Seller is solely responsible for removing everything from the Seller's space at the end of the sale. Any items remaining will be donated to the Salvation Army.
22. **LARGE ITEM SALE AREA:** If a Seller wishes to bring an item that will not fit within the Seller's space because of its size, the Seller may elect to place that item in the Large Item Sale Area on the day of the sale. Any Seller who elects to place items in the Large Item Sale Area agree as follows:
  - a. All large items must be checked into the Large Item Sale Area before 8:00 a.m. Saturday.
  - b. WMMS volunteers will furnish a receipt for each item placed in the Large Item Sale Area.
  - c. Seller is responsible for marking the price on the large item before placing in the large item area.
  - d. In exchange for providing the Large Item Sale Area, WMMS, requires a fee be paid by the Seller pursuant to the following fee schedule:
    - Items priced between \$1- \$10: WMMS will collect a fee of \$1 from the Seller.
    - Items priced between \$11 - \$20: WMMS will collect a fee of \$2 from the Seller.
    - Items priced between \$21 - \$30: WMMS will collect a fee of \$3 from the Seller.
    - Items priced between \$31 - \$50: WMMS will collect a fee of \$4 from the Seller.
    - Items priced between \$51 - \$75: WMMS will collect a fee of \$6 from the Seller.
    - Items priced between \$76 - \$100: WMMS will collect a fee of \$8 from the Seller.
    - Items prices \$101 or more: WMMS will receive a fee of \$10 from the Seller.
  - e. Any fee that WMMS is entitled to shall be paid at the time the large item is registered to be sold.
  - f. Seller is solely responsible for picking up any of Seller's items remaining in the Large Item Sale Area before 2:00 p.m. Any Seller who does not pick up any item placed in the Large Item Sale Area by 2:00 p.m., shall be deemed to have abandoned that item, and that item shall become property of WMMS.
  - g. Seller is solely responsible for picking up the money from the Large Item Sale Area at the end of the sale. WMMS will have the money ready for Seller to pick up no later than 1:00 p.m. the day of the sale. Any monies not picked up by 2:00 p.m., will be donated.
  - h. WMMS assumes no responsibility for marketing Seller's item(s), or negotiating the price for any item placed in the Large Item Sale Area.
  - i. WMMS is not responsible for any item that is lost, stolen, misplaced, or damaged while in the Large Item Sale Area.
23. WMMS reserves the right to cancel this contract and ask any Seller to leave without issuing a refund for the space rental fee for any Seller who breaches the terms of this contract and/or any Seller who is not acting with good and reasonable character.
24. This Contract shall be interpreted under the laws of the State of Michigan.