

Why Not Gift Store

Take a chance...you will never know if you don't try

CATERPILLAR....Let us help you start growing your business. Your commitment is to supply us with resale ready product that has been marked with your vendor number and includes sales tax. Your products will be displayed in the store based on space availability. There is a \$25 monthly fee to ensure we are receiving quality items. Your sales will be forwarded to you at month end minus a 25% commission retained by the store and sales tax collected. Space not guaranteed each month.

COCOON....As your business develops into something bigger and more beautiful, this plan allows you to promote your items with your own display. Your commitment is a 34" square display; you create and maintain your area with product that has been marked with your vendor number and price including sales tax. Your sales will be forwarded to you at month end minus sales tax collected. Monthly fee is \$60 with a six month commitment or \$50 with a year commitment. With this contract include six or twelve posted dated checks.

BUTTERFLY....We appreciate you placing your product in our store and allowing us to showcase it for you. This plan is the BEST we have. Your commitment is an 8 foot table display which you can build upwards; you create and maintain your display with product that has been marked with your vendor number and includes sales tax. Your sales will be forwarded to you at month end minus sales tax collected. Monthly fee is \$120 with a six month commitment or \$100 with a year commitment. With this contract include six or twelve posted dated checks.

	Monthly Fee (Commitment)	Commission	Size
Caterpillar	\$25	25%	Based on availability
Cocoon	\$60 (six months) / \$50 (a year)	0%	34" square table (8sf)
Butterfly	\$120 (six months) / \$100 (a year)	0%	8' table (over 20sf)

There is a discount with year commitment. Vendors must supply posted dated rent checks to cover full contract. We cover the cost of general packaging, insurance, credit card fees, promotional items and accounting software.

Kaleidoscope Highlights

- Sale periods will be from the first selling day of the month until the last selling day of the month. We do not offer 1099 Forms. We are responsible to submit all sales tax collected. Vendors have access to their sales 24/7 through Genius Peddler. Payout checks are available the first open day after the 5th of the month.
- Creative Center available to host classes. All classes must be approved with owners before they are arranged. Vendors are responsible for all supplies and tools that are needed for your class. The cost the class should include \$5 per person that goes towards space rent. The store can accept reservations for classes.
- Vendors may remove their items for an off premises expo and post a sign as a courtesy to the customers.
- All vendors receive rights to Why Not's Facebook Page so they you can promote their items. Each vendor's items will be featured in their business's photo album. We are not responsible for the promotion of your business and only allow you access to grow yourself.
- We have a secret Facebook group for all vendors that allows us to communicate as a group with each other. You will need to be a part of this group.

- A messenger group will be created between owners and yourself as a way for us to communicate with each individual vendor. All communication should go through nice.
- Vendors will mark each of their items with a tag with their unique vendor number, selling price that includes sales tax and optional inventory control. This information will also be entered into Genius Peddler.
- Please consider having all your product marked before you arrive. The round table in the store is not a work area. If the Creative Center is not in use you may use that area for prepping your items.
- Store business should NOT be discussed when customers are in the store. We want a pleasant experience for all our shoppers. All words should be positive ones!
- Our website is www.whynotgiftstore.weebly.com. A page has been created on our website to showcase all our vendors. Vendors may link their Facebook page and/or website.
- No one collects a wage at Why Not. Owners Shirley and Sandi make up for any extra expenses that are not covered by rent; including but not limited to renovations, office supplies, insurance, credit card fees, accounting software, packing and promotional items.
- All vendors are encouraged to join a monthly meeting that happens after the store closes on the Third Tuesday of the month. This group will be working together on the growth of the store.
- Vendors are expected to visit the store monthly to update their display.
- Everyone will treat everyone and everything with respect. This is a positive growing environment. Come with a smile, share your smiles & leave with a smile!! Together we make Why Not a success.

Sandi Braun-Ziemer (BZ Market) 507-327-9660
Shirley Braun (Country Creations) 507-327-9843

whynotgiftstore@gmail.com
www.whynotgiftstore.weebly.com

*****Updated 2018.11.01 *****

WHY NOT Space Rental Agreement

This agreement made and entered into this ___ day of _____, 201
by and between BZ Market, 518 S Main Street, LeSueur MN 56058 hereinafter called store, and :

(Business Name) _____

(Name) _____

(Address) _____

(Email) _____

(Phone) _____, here in after called Vendor.

In consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, it is mutually agreed by the parties hereto as follows:

1. **VENDOR LEVELS:** The Store shall allow Vendor to occupy for the sole purpose of the sale of personal property to retail or wholesale customers and no other. The property on display shall be kept stocked and meet store standards of quality at all times.

_____ Butterfly / \$120 six month commitment or \$100 year commitment

_____ Cocoon / \$60 six month commitment or \$50 year commitment)

_____ Caterpillar / \$25 monthly and 25% commission with the understanding that I forfeit my space if it can be committed to either a cocoon or butterfly level. I will be given notice and the option to increase my vendor level.

2. **SPACE RENT:** Vendor shall pay the Store space rent in the sum of :

\$_____ every month with the initial period beginning on the ___ day of _____, 20____.

A commission rate of _____% will be kept by the store. Butterfly and Cocoon levels will supply WHY NOT with posted dated checks for each month of the signed commitment. If Caterpillar rent is not received by the last day of the previous month and notification to leave not received, rent will be deducted from their payout check.

3. **TERMINATION:** After the initial committed period, this rental agreement will become a month to month rental agreement that will automatically renew every month unless Vendor provides written notification to terminate this agreement by the 20th of the month. Product sold in following month in which rent was not received a commission of 50% will be kept. Store has the right to remove any product from the selling area. If product is not picked up by the vendor within 30 days it becomes property of the store.

VENDOR INITIALS THEY UNDERSTAND TERMINATION _____

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Space rental agreement for Business _____

4. **SALES:** When a customer wishes to buy items offered for sale by Vendor, the Store or its employees shall act as agent for the Vendor herein and accept payment for said item(s), collect payment, give a receipt and provide an accounting of all sales on behalf of the Dealer. The Store does not provide 1099 forms. All sales shall go through the Store's registers, and each item must carry a Store tag clearly showing the Vendor number and price including tax. Sales will be forwarded to the vendors on by the 5th of the following month of sales. (Sales from the 1st to 31st). All sales will be kept Genius Peddler allowing vendors to view their sales. Vendors will be notified daily of sales receipts. Sales tax collected will be submitted by the store by the 20th of the following month to the Department of Revenue. Tracking of sales is available in Genius Peddler.

VENDOR INITIALS THAT THEY UNDERSTAND SALES _____

5. **LIABILITY:** Store shall not be responsible or have any obligation to protect the property of Vendor from fire, theft, shoplifting, breakage, or any other loss or damage to said property of Vendor offered for sale except for acts of gross negligence of Store or its employees. Vendor hereby acknowledges and agrees that Store shall have no obligations to provide any insurance, fire, theft or other casualty or protect Vendor from loss or damage by reason of destruction of any property of Vendor, in whole or part, while stored or offered for sale in Store premises.

VENDOR INITIALS THAT THEY UNDERSTAND LIABILITY _____

6. **HOURS:** Store shall keep premises open to the public on hours that are displayed on site. I understand that if I assist with hours and other happenings that I will not receive monetary compensation and such time will be volunteered.
7. **CONTRACT REVISIONS:** Store reserves the right to revise this contract and establish new monthly rental rates at any time.
8. **THIRD PARTY CLAIMS:** Vendor shall hold the Store harmless from all claims of third parties for any reason whatsoever except gross negligence of Store arising out of the renting of the premises or from the conduct of business by Vendor on the premises.
9. **VENDOR EXPECTATIONS:** Vendor must keep table clean and orderly. Vendor agrees to visit their display monthly. Store reserves the right to refuse or limit merchandise placed in Store's premises. In case of dispute, Store shall have the final decision. Vendor shall not offer for sale on Store's premises any item(s) not owned by Vendor. Vendor warrants that it has good, marketable title, free and clear of liens and encumbrances to all property offered for sale by Vendor in Store's premises.

VENDOR INITIALS THAT THEY UNDERSTAND EXPECTATIONS _____

10. **MALL RULES:** Vendors must follow all rules set forth by the Mall.

11. By signing this agreement Vendor agrees to all current and future Store rules, restrictions and regulations.

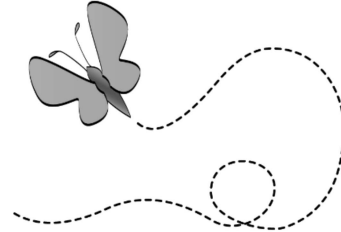
Vendor / Date

Why Not / Date

Welcome to the **WHY NOT Kaleidoscope!!!**

Your unique number is _____. Your Vendor type is CATERPILLAR COCOON BUTTERFLY

- Set-Up: Arrange with the store
- Clean-Up (if not renewing): By the last open day of the month.



YOUR CHECK LIST

PRODUCT

_____ Mark all your items with your unique number. This is how we will be able to track sales. If you want to know what has sold you may want to consider giving your items another number or code that we can add to the sales receipt. We can also keep a tag for you.

_____ When choosing a price include your sales tax. The store is responsible to submit the necessary taxes. Cocoon & Butterfly vendors there will be no commission collected. Caterpillars please remember that a 25% commission is collected from your sales.

_____ If your item requires special packaging (ie Jewelry box) please supply these

DISPLAY

_____ Create an attractive space on your table to display your items. Everything should be table level and above to make floor cleaning easy. Consider building your display upwards if you need more room. The tables are supplied with black linens. Nothing shall be on the floor.

COMMUNICATIONS

_____ Facebook "Why Not Gift Store – Le Sueur, MN". Promote Promote Promote!! Create posts!!

_____ Facebook "Why Not Kaleidoscope" Group: Your communication with the group & store updates.

_____ Facebook Messenger: Your communication with owners Shirley & Sandi

_____ Genius Peddler: This is how we track sales and you can view your sales.

_____ Website www.whynotgiftstore.weebly.com. Work with Sandi so she can link your business.

MISCELLANEOUS

_____ Looking to do a class? Please talk to management first. Great way to supplement your sales.

_____ Encourage friends, family & coworkers to shop and visit the store and classes that are happening

MANAGEMENT CONTACT....they are not collecting a wage

Store email: whynotgiftstore@gmail.com

Website: www.whynotgiftstore.weebly.com

Sandi Braun-Ziemer (507-327-9660)

Shirley Braun (507-327-9843)

If all else fails try Sandi's hubby....Thomas Ziemer (507-995-7344)