

**Four Corners Brick House
525 Province Road, Gilmanton, NH 03237**

DEALER CONTRACT

RENT SPACE AND RESERVATION DEADLINE: New Dealers pay (cash/check) the first month's rent in advance on a pro rata basis based on the number of days remaining. Thereafter rent is due on the first day of the upcoming month. Rent that is late seven days or more is subject to a 5% late fee.

Should the dealer fail to remit the rent payment within 30 days of the due date, the dealer's items displayed at the Four Corners Brick House will become the property of the Four Corners Brick House and the rented space will be considered abandoned by the dealer. The dealer's items displayed at the Four Corners Brick House will be sold at the discretion of the Four Corners Brick House to satisfy the debt owed to Four Corners Brick House. Any monies remaining from the sale after said debt has been satisfied will be remitted to the dealer.

SALES: Dealers will be provided with a full, detailed accounting of sales along with a check for proceeds, **minus a 5% charge on items purchased with a credit card and commissions as appropriate**, by the 10th of each month. Checks will be available for pick up at the sales counter. If the dealer would like checks to be mailed, said dealer must provide self-addressed, stamped envelopes to the Four Corners Brick House.

BOOTH SPACE: Dealers are requested to refresh and re-supply their booth space at least twice monthly, including cleaning and dusting. Dealers are required to keep their items contained within the appropriate space allotted for rent and keep aisles clear.

MERCHANDISE: The Four Corners Brick House has exclusive right to determine if merchandise is appropriate or should be removed. All items displayed for sale must be clearly labeled; the labels/tags must be able to be easily removed and conform to the Price Label Format. Labels/tags must clearly identify the condition of the merchandise, reproductions, repaired items, must be so indicated on the sale item. The Four Corners Brick House will not sell items that are not properly tagged or that have tag alterations. Should a purchaser claim misrepresentation, the item's return will be accepted and the dealer's account adjusted.

PAYMENT: The Four Corners Brick House accepts cash, check and major credit cards (Visa, MasterCard, Discover) as means of payment. **Dealer Discounts** will not apply to items paid for by credit card.

SECURITY/RISK: Dealers will assume full responsibility for loss or damage to merchandise on display. The Four Corners Brick House recognizes that theft can be a problem, therefore electronic alarm and video camera security is in use. The management at the Four Corners Brick House will make every effort to prevent loss and damage to dealer merchandise; however dealers agree that all merchandise displayed by

them at the Four Corners Brick House is done so at their own risk. The Four Corners Brick House assumes NO responsibility for loss or damage to dealer's property.

INSURANCE: The dealer assumes all risk and any obligation to purchase insurance is left in the hands of the dealer. The Four Corners Brick House does not provide insurance coverage for loss or damage to merchandise on display.

LIABILITY: The dealer agrees to be solely responsible for his contract and all acts of his agents and employees, and releases the Four Corners Brick House from all claims for theft and damage to person or property from any cause whatsoever during the occupancy of dealer on the premises. The dealer assumes full responsibility for injuries to him or herself, his employees or agents, and will indemnify owners against any claim for injury.

TERMINATION: The agreement can be terminated by either party with a 30 days written notice.

Terms and conditions of this agreement cannot be changed by either party without notice.

Please return the portion below with your full payment to:

**Four Corners Brick House
525 Province Road
Gilmanton, NH 03237**

I have read and agree to the terms of this Dealer Contract:

Move In Date: _____

Dealer Name: _____ Dealer Code: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Dealer Signature: _____

Amount Paid: _____ Assigned Space: _____

Date: _____

Should you have any questions and/or concerns, kindly contact Anne M. Bartlett at 603.267.6949 or via email at fourcorners_brickhouse@yahoo.com.

www.fourcornersbrickhouse.com