

# Delaware Antique Mall Dealer Application

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Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Type Of Space Desired: Booth: \_\_\_\_\_ Wall Case: \_\_\_\_\_ Jewelry Case: \_\_\_\_\_

How long have you been an antique dealer? \_\_\_\_\_

What kind of merchandise do you sell? (be specific)

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Any other information you would like to tell us?

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**Please return application to:**

**Delaware Antique Mall  
18 N. Sandusky Street  
Delaware, OH 43015  
Phone: (740) 369-4963**

# Delaware Antique Mall Rental Agreement

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This agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between **DELAWARE ANTIQUE MALL**, and \_\_\_\_\_ (**Dealer**), in consideration of the promises made herein and intending to be legally bound agrees as follows:

1. **Merchandise to be furnished.** Dealer shall furnish merchandise described as Antiques and Collectibles. **Delaware Antique Mall's** decision as to the suitability of said merchandise shall be final, and will accept no merchandise newer than 25 years of age, no reproductions, and no crafts. Management may remove any item deemed objectionable. The **Dealer** warrants that all property brought onto management's premises are owned solely by the **Dealer** and are free of liens or claims of any type whatsoever.

All merchandise is to be "room ready". This means no "rough" pieces which include severely damaged, or dirty. However, these pieces will be judged on a case-by-case basis. Certain new items may be used to properly accent an acceptable antique lamp, new upholstery, etc. or a new frame for antique prints, etc.

**Delaware Antique Mall** accepts **Dealer's** merchandise for sale to the public for the account of the **Dealer**. Legal title shall remain with the **Dealer** until the merchandise is sold at which time title shall pass directly to the purchaser.

2. **Rents and Termination.** Dealer agrees to pay a rental fee in the amount of \$\_\_\_\_\_ **per month**. In the event the agreement date is other than the first day of the month, the first month's rent will be prorated. The rent will be automatically deducted from the **Dealer's** income. If the sales are not sufficient to cover the fees, the **Dealer** must make payment at the last day of the month for the following month's rent. If this balance is not paid by the 10<sup>th</sup> of the month a *5% late fee with a \$5.00 minimum* will be charged. A *return check charge of \$20.00* will be charged on any returned check.

All agreements are month-to-month. **HOWEVER, A 30-DAY WRITTEN NOTICE IS REQUIRED FROM THE FIRST OF THE FOLLOWING MONTH AFTER NOTIFICATION SHOULD YOU WISH TO VACATE YOUR BOOTH OR SHOWCASE.**

Merchandise may become the property of the **Delaware Antique Mall** if the merchandise is not removed after the expiration of the lease term.

# Delaware Antique Mall

## Rental Agreement

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3. **Pay Periods.** Dealers are paid twice each month. Pay periods are from the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the end of the month. Checks are ready for pickup on the 18<sup>th</sup> and the 3<sup>rd</sup> of each month. If you want the check to be mailed, please leave a self- addressed, stamped envelope with the manager.

4. **Rate Schedule.**

**Premier Showcases:** Commercially locked, well-lit, glass shelved, 5 feet wide x 20 inches deep --- \$80 per month

**Premier Jewelry Cases:** Commercially locked, well-lit, glass shelved, mirrored back, and in the prime location --- \$50 per month

**Booth Space:** Smaller booths rent for \$96.00 per month. Standard size booths rent for \$144.00 per month. There are several unusual sized booths, see Manager for rates.

**Credit Card Charge:** The charge for credit card use is **3%**

**Commissions:** **7%** commission on all sales

**Dealer Consignment Area:** Upon management's approval, **Dealers** may place inventory in a consignment area without a rental charge. However if an item is sold, a **20% commission is charged.** The **Dealer** must place a "C" after the ID number, on the sale tag (*For example, MK100C*). ***The item may remain in the area for 90 days.*** After that, it must be relocated to the Dealers' rented space or taken out of the mall. Also, if the consignment area is rented, the item must be moved to another consignment area (*if available*) or to the **Dealer's** rented space or taken from the mall. More than one dealer may use a consignment area. ***Manager has the right to remove any consignment items without notice given to the dealers.***

5. **Layaway Policy.** A layaway will be allowed for merchandise that is over \$100.00. A deposit of 1/3 down will be required, with 1/3 within 30 days and the balance by 60 days.

6. **Buyers Discount Policy.** Items will be charged to the purchaser as marked unless the purchaser asks for a discount. The **credit card fee** on regular price items is **3%**, *unless dealer has an overall sale in booth.* A **10% discount** will be given to the purchaser if the purchaser asks for a discount and the tag price is **\$20.00 or more.** If the purchaser pays by credit card, the discount will be **7%**, instead of 10%. If an item is marked "**FIRM**", no discount will be given. Exceptions will only be granted if the **dealer** can be reached and the **dealer** agrees to a larger discount. Individual items that are marked down will need new price tags. **No "mark out" or other variations are permitted.**

# Delaware Antique Mall Rental Agreement

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7. **Theft prevention.** Your cooperation is needed to prevent losses to **Dealer's** inventory.

1. Never leave keys in merchandise. Instead, indicate on the price tag that the key is at the checkout desk. Other loose parts should be securely taped or left at the checkout desk.

2. Place a tag on each item. Only **Delaware Antique Mall** tags will be allowed and are available at a nominal charge. If possible, tag each item of a set. Use detailed descriptions such as color, pattern, or date when making price tags. The tag must clearly state the condition if the item is damaged, such as a repair or alteration or a mechanical or electrical defect. Use the back of the tag if more space is needed.

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## Policies and Procedures

- 1. Pricing.** Please completely fill out tags for all merchandise BEFORE entering the mall. Never leave blank tags stored in your booth or showcase. Don't mark over a mistake or change a price; if a tag is unclear the item will not be sold. **NO DESCRIPTION ON TAG, NO SALE OF ITEM!**
- 2. Cooperation.** Please cooperate with our floor personnel. All dealer's containers leaving the antique mall may be checked, no exceptions.
- 3. Business Hours.** 10:30-5:30 p.m., Monday through Saturday, and 12:00 p.m.-5:00 p.m. on Sunday. We will be closed New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day.
- 4. Housekeeping.** Each dealer is expected to sweep and clean their booth periodically. A vacuum sweeper is available.
- 5. Insurance.** Delaware Antique Mall does not carry fire, theft, vandalism, flood or other insurance for the merchandise or any property of the dealer. The dealer agrees to hold Delaware Antique Mall harmless from and against all losses, costs (including attorney's fees), damages, and expenses on Delaware Antique Mall premises. Management will not be responsible for liability of the dealer.
- 6. Knowledge.** The dealer acknowledges understanding the terms, conditions, requirements and obligations herein, including but not limited to the fact that the Delaware Antique Mall assumes no liability or responsibility for the loss of the Dealer's merchandise. Also, the dealer shall not and may not assign occupants interest, or any part thereof, into this agreement.
- 7. Rules & Regulations.** The Delaware Antique Mall may, from time to time, establish rules and regulations for the mutual benefit of the dealer and the mall. Such changes shall become effective upon the dealer from the date notice is given.

**Dealer:**

Name (print): \_\_\_\_\_

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

Phone \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Delaware Antique Mall**

*Manager*

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