



THE MARKET @ Oneida Commons A Year-Round Vendor Mall APPLICATION

Rev. 10/01/09

What kind of Vendors are we looking for?

A variety of vendors who are friendly, passionate about what they sell, offer quality products, and have an eye for aesthetically pleasing displays. Antiques, Crafters, Artists, Bakers and Small Businesses with quality items purchased for re-sale are all welcome!

Business Name: _____

Contact Person: _____

Address: _____

Tax ID Number: _____

Phone Number: _____ Cell Number: _____

E-mail Address: _____ Website Address: <http://> _____

Description of the items you wish to sell: (application will not be considered if not completed)

Are the products: (circle all that apply) New Used Handmade Homegrown Purchased for re-sale

Insurance Coverage: (please check one)

_____ESA Properties provided Liability Insurance

OR

_____Current policy to name ESA Properties LLC as Additional Insured

Rent Payments: (please circle one)

_____To be withdrawn from monthly sales

OR

_____ Submitted by Vendor, in full, by the 1st of each month

You will be notified of acceptance into The Market promptly. The Market reserves the right to refuse any who they deem not appropriate for the market for any reason. Only merchandise approved in the application may be sold.

If your application is approved, without current openings at The Market, your name will be put on the wait-list. Vendors periodically rotate within The Market and there are plans for continued expansions. Those on the wait-list will be called upon first.

I have read and understand the attached Vendor Rules and Regulations of this Market and I agree to follow them.

Signature of Applicant _____ Date _____

Please send application to:

ESA Properties LLC, 157 Cedar Street, Oneida, NY 13421
315-280-0577

To be completed by ESA Properties

VENDOR # _____

Date Received: _____

Date Approved: _____

Rent: _____

Additional Fees: _____

THE MARKET @ Oneida Commons

Pricing, Rules & Regulations

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HOURS OF OPERATION: Monday-Saturday: 10am – 5pm; Sunday: 10am – 4pm.
Holiday Hours & store closings are determined per Holiday. The schedule is available at the Sales Desk.

PRICING

All spaces at The Market are subject to Fixed Rent, Variable Rent based on sales & Credit Card Fees.

1. **FIXED RENT**

Booths: Based on \$1.10 per square foot (ie: an 8x10 is \$88 per month)

Shelving Units: \$50 per month. (2) 4' sections with (3) shelves each.

Pine Hutches: \$25 per month. Great for smaller items: soaps, lotions, candles...

Fixed rent rates reflect Vendor volunteering at the store to handle sales, wrap sold items & general upkeep of the retail space. Volunteer Expectations based upon space rented at The Market:

Hutches: 1 day per month

Shelving Units: 2 days per month

Booth spaces: 2 days per month. However, if you have more than 120sf, 3 days is requested.

Consideration will be given to those not able to work the required time, however, an additional rental fee of \$40 per month will be applied.

2. **VARIABLE RENT:** 10% of all sales (excluding taxes & credit card fees)

3. **CREDIT CARDS FEES:** Passed on to Vendors at a current rate of 2.5% per transaction.

RULES & REGULATIONS

1. **Liability Insurance:** The Market carries Liability Insurance for its Vendors, if requested, which covers you AT THIS LOCATION ONLY. If you choose to have your own insurance (for purposes of selling at other locations), a certificate of insurance **naming ESA Properties LLC** as additional insured (\$1M General Liability policy) is required.
2. **Product Insurance:** Products left @ The Market are NOT covered by insurance (ie: theft). However, The Market does take precaution to limit potential risk to your product. You may choose to carry additional insurance to cover your products.
3. **Licenses:** All permits and licenses pertaining to the sale of your products shall be Vendor's responsibility. A New York State Sales Tax Certificate ID is required. Visit <http://www.nys-permits.org> or Call (800) 698-2909 for more information. If selling food, proof of compliance with public health laws must be submitted.
4. **Contract Term:** The initial contract term is 6 months. The contract will automatically renew at the end of term, on a month-to-month basis. After initial term, 30 days written notice must be given to cancel contract.
5. **Sales:** Each vendor will be assigned a Vendor ID #. All merchandise MUST be tagged with Vendor ID# and Price. Upon check-out, all sales & sales tax will be collected on behalf of each vendor.
6. **Rent/Earnings:** 1st month's rent is due upon set-up. Subsequent payments will either be:
 - 1) **Deducted from accrued sales**
Rent will be deducted from accrued sales and remaining sales will be distributed to Vendor by the 5th of the month. If the amount of sales is less than rent owed, ESA Properties will disperse a check for the total amount of accrued sales, upon receiving a check in full for due rent. Rent must be received before sales check is distributed.
 - 2) **Paid in full by the 1st of each month by Vendor**
Accrued sales to be distributed to Vendor by the 5th of the month, upon receiving payment in full for rent.
7. **Booths:** Space sizes are approximate and are not location-specific. Subletting of booth space is prohibited. It is the responsibility of each Vendor to maintain an aesthetically pleasing display with adequate inventory. No items shall be placed on or in windows, obstructing views within retail space. Owner may ask vendor to re-arrange display at any time.
8. **Vendor dress and behavior:** Vendors are expected to dress and conduct themselves in a proper and professional manner at all times. Courtesy to customers and other vendors is expected.

9. Guidelines:

- No Smoking is allowed at The Market.
- To conduct business on the premises (promoting/selling/trading) a paid space is required.
- The Market reserves the right to amend or add to the applicable Rules & Regulations at any time. A current posting will always be available at the sales desk.
- The Market reserves the right to remove, without refund or recourse, anyone who does not comply with The Market Rules.