

Solace Farm General Store 2021 Indoor Vendor Agreement

Vendor's Company Name: _____

Name: _____

South Dakota Tax ID #: _____

Address: _____

Phone: _____ Email: _____

Website: _____ FB Page: _____

TERMS AND CONDITIONS/INDOOR VENDOR SPACE RULES

The following terms and conditions define the agreement between you as the **VENDOR** and Solace Farms General Store (106 W Hwy 18, Davis, SD 57021):

Participating as a **VENDOR** in the Solace Farm General Store is contingent on agreeing to, as well as adhering to, these rules-

1. **LAWS, RULES AND REGULATIONS:** All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed.

2. **RELEASE AND HOLD HARMLESS AGREEMENT:** The request to participate as a **VENDOR** of Solace Farm General Store constitutes an express contractual agreement between myself and Solace Farms General Store and it is understood and agreed that by signing this agreement I fully and finally release and hold harmless both Solace Farms General Store, its agents, and employees, and its agents and employees from any and all liability for all claims of every nature and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused Solace Farms General Store negligence or the negligence of their agents and employees.

3. **CONTENT OF VENDOR SALE ITEMS:** Solace Farms General Store reserves the right to approve the contents and character of all **VENDOR** sales inventory and reserves the right to prohibit or expel any merchandise that is out of keeping with the character of the business. If **VENDOR** has seasonal type items, they should be removed from the store after that season ends so that Solace Farm General Store will not have to provide storage space for out of season items.

4. **SD SALES TAX:** South Dakota Sales Taxes for items sold by the Solace Farm General Store will be paid directly to the State of South Dakota on behalf of the **VENDOR**. Additional information is available here: http://dor.sd.gov/Taxes/Business_Taxes/Tax_Types/Sales_and_Use_Tax/PDFs/STGuide2012.pdf

5. **REPORTING INCOME TO THE STATE:** **VENDOR** monthly sales amounts will be reported to the State of South Dakota by Solace Farm General Store. It will be the responsibility of the **VENDOR** to report their own business income when filing their own personal and/or business Income Tax. Per South Dakota guidelines, all vendors are required to complete SD Tax form (attachment A) and also located at: <https://www.state.sd.us/eforms/secure/eforms/E1934V8-SalesReturn.pdf>

6. **COMMISSION AND PRICING:** **VENDOR** items will be sold on the behalf of the **VENDOR** at a commission rate of 30%. All items should be brought to the store priced at a rate that would include stated

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commission rate. Note: at times patrons attempt to purchase items at a reduced price. Solace Farms General Store will attempt to sell all items at full marked price. If full marked price is required VENDOR will pre-mark item price as "firm" on its price tag prior to placing it on the sales floor.

7. SOLACE FARM GENERAL STORE HOURS: Standard Business hours are Saturday 7am – 6pm and Sunday 8am – 3pm. The store phone number is posted for customers to call and make arrangements for after hour purchases. Solace Farm General Store will make all feasible attempts to ensure the store is open during planned business hours but is under no obligation to ensure business hours are always maintained.

8. VENDOR NUMBER SHARING: Subletting or sharing of vendor number partially or in its entirety is not permissible without the consent of Solace Farm.

9. AT WILL AGREEMENT: I understand and agree that this VENDOR agreement can be terminated with or without cause and with or without notice at any time at the option of either me or Solace Farm General Store. If the agreement is terminated by the VENDOR all items are required to be removed from the premises immediately. If the agreement is terminated by Solace Farm General Store all items will be boxed up and it will be the responsibility of the VENDOR to retrieve the items during Solace Farm General Store's next business day. Any items left in the store become the property of Solace Farm General Store.

AGREEMENT & SIGNATURE

The undersigned by signing acknowledges that the rules and release have been carefully read and understood and by signing agrees to abide by these terms.

COMPANY: _____

NAME (print legibly): _____

Signed: _____

Date: _____

Accepted by Solace Farm

NAME: _____

Signed: _____

Date: _____

Assigned Vendor #: _____

Mail completed agreement and payment to: Solace Farm General Store, PO Box 69, Davis SD 57021