

RENTAL AGREEMENT

1. This Agreement is entered into on _____ between Not Dot Shop (Landlord) and _____ (tenant). As applicable, each tenant is liable for the payment of rent and the performance of all other terms of this Agreement for his/her space.
2. The space to be rented under this Agreement, designated as rental unit no. ____, consists of approximately ____ square feet recessed by a common area walkway. All items must be located entirely within said space and shall not encroach on aisles or adjacent spaces.
3. Initial rental period is three (3) months from _____ through _____. Subsequent executions by both Tenant and Landlord on page 3 of this Agreement will extend all terms and conditions of this Agreement for additional time periods specified therein. The landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant thirty (30) days written notice. The Tenant may terminate the tenancy by giving the Landlord thirty (30) days written notice.
4. Tenants will pay to Landlord a monthly rent of _____, payable in advance, and due on the first day of each month. Rent will be paid in person, to Landlord at Not Dot Shop or mailed to Not Dot Shop, 127 Main Street, Geneseo, NY 14454. The landlord will accept payment in form of cash or check made payable to "Not Dot Shop".
5. Rent is due on the 1st of each month. If Tenant fails to pay rent in full before the end of the fifth day after it is due, Tenant will pay Landlord a late charge of \$10.00. The Landlord does not waive the right to insist on payment of rent in full on the date due. If any check offered by Tenant to Landlord in payment of rent or any other amount due under this agreement is returned insufficient funds, a "stop payment", or other reason, Tenant will pay Landlord a returned check fee of \$30.00. Any late rental payment charge or returned check fee assessed under this provision will be automatically deducted from that month's sales proceeds check.
6. **Checks for proceeds of prior month's sales will not be available before the third (3rd) day of the subsequent month.**
7. **The Landlord has exclusive right to transact and close all sales on behalf of Tenant. (All sales must go through front desk- NO EXCEPTIONS. Violations of this rule may result in eviction.)**
8. The Landlord has the right to discount up to ten percent (10%) of the sale price on any item (unless marked "firm") for purchase by cash or check. The tenant's pricing structure should take into account this potential 10% discount. No other discounts will be given without consulting the member first.
9. The Tenant must tag all items with booth number, price and brief description in a legible manner.
10. The landlord will charge Tenant eight percent (8%) of tenant's gross sales per month (excluding sales tax) to cover operational expenses.
11. The landlord will charge Tenant an additional five percent (5%) of Tenant's gross credit card sales (including sales tax) per month to cover the fee charged by applicable credit card company to transact the sales.

12. The Tenant is responsible for working 12 individual hours each month on the co-op floor. A tenant may work the 12 hours among multiple days. Tenant must schedule working hours on general schedule and should not coincide with other tenant work hours unless necessary. Hours will be given on first come first serve basis. **Only Tenants may work their shifts, no others. Tenants unable to contribute the required hours of work time in a given month as specified above shall be assessed a \$10 hourly charge not to exceed \$120 per month.** This charge will be automatically deducted from the applicable month's sales proceeds check. Each member must work and additional 3 ½ hours, or one shift during extended holiday hours.
13. The landlord is not liable for any damages to Tenant's property on the premises whether by loss, theft, or breakage, unless said damages are due to willful neglect or negligence of the landlord or landlord's agent. The tenant shall be responsible for insurance on said property. The tenant shall provide locks for showcases.
14. The tenant must keep rental booth area clean and sanitary. The landlord is responsible for common areas. If maintenance is required in a booth to straighten, redesign, or restore display of merchandise to saleable or presentable condition, a \$25 charge per occurrence will be assessed. This charge will be automatically deducted from the applicable month's sales proceeds check.
15. Use of extension cords is at the landlord's discretion. Clear access to all fire extinguishers and all fire pull stations must be preserved. Tenants may not use plastic shelving.
16. Correspondences will be made via email, phone or in person.
17. The landlord has the right to remove any item(s) deemed not suitable for the co-op or any item deemed to be offensive. The landlord has the right to enter Tenant's booth for inspection or to make necessary repairs during or after business hours. The tenant is not allowed in the co-op when the co-op is closed unless prior consent from landlord is granted.
18. Not Dot Shop sells higher quality home goods and antiques only.
19. At the end of the term of the Agreement, Tenant will leave the premises in as good condition as existed on the first day of the Agreement, except for ordinary wear and tear.
20. All sales are subject to sales tax unless the purchaser has a resale form on file with Not Dot Shop. The landlord will collect all sales tax at time of sale and give to Tenant at time of accounting. It is the Tenant's responsibility to pay all New York sales tax. The Tenant must have posted in clear location a sales tax permit.
21. The landlord has the right to evict Tenant for any breach of any condition of this Agreement. The tenant will be held responsible for all costs incurred by landlord in doing so, including any rent owned to Landlord. If Landlord, in writing, asks Tenant to leave before the term of the agreement expires, Tenant must do so within ten (10) days. Adjustments will be made to prorate rents paid in advance. If Tenant does not remove all of his items and settle the account within this time period, Landlord has the right to confiscate- for a period of ten (10) days- the items in the Tenant's booth in lieu of sums due upon breach of the Agreement. If after the (10) day period all sums due have not

been paid in full, Landlord shall have the right to sell property confiscated, after written notice to Tenant.

- 22. Landlord reserves all rights to open and close store as desired. Standard store hours will be: Wednesday through Saturday 11-5 with possible extended holiday hours. If these hours are altered for any reason and the store is closed when normally open, rent will be prorated for Tenant.
- 23. The tenant agrees to comply with all ordinances, laws, regulations, and codes of the United States, New York, and any other government body which have jurisdiction over leased premises.
- 24. It is understood by Tenant that Not Dot Shop will be the sole Landlord of Not Dot Shop.
- 25. In the event any section of this agreement is held to be invalid, all remaining provisions will remain in full force and effect.
- 26. This document constitutes the entire Agreement of the parties. No promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant.

Tenant Name _____ / _____
(Printed) (Signature)

Address _____

Phone Number Home _____ Cell _____

Tax Number _____

(To be displayed at all times in Tenant's space)

Landlord _____ (Signature)