

Thank you for your interest in registering as a vendor with Country Carts, Inc. We look forward to a long business relationship with you. Please read and where appropriate PRINT the required information, complete and sign the forms listed below. Send a copy of all completed forms with a non-refundable registration fee of \$90 payable to Country Carts, Inc. to 4096 Milford Landing Drive, Milford, PA 18337. If you prefer, the forms can be sent by fax (570-491-2930) the registration fee will be billed to your credit card. You will be contacted by email with a password and instructions for using the website within 24 hours after receipt of the forms.

Enclosed please find:

- 1) **Registration form**, which you will need to complete this form to be entered into our vendor database.
- 2) **General Operational Guidelines**, carefully read and understand the guidelines you are expected to follow while at Country Carts locations, sign the last page.
- 3) **Vendor Agreement**, please read this carefully then date the first page, sign and date the last page.
- 4) **Credit Card Billing Authorization**, you will need to complete this form.

There are a total of 5 pages to be returned to us – the Registration Form, last page of the Operational Guidelines, the first and last page of the Vendor Agreement and the Credit Card Billing Authorization.

Don't hesitate to contact us on 570-491-4900 if you have any questions regarding the enclosed materials.

Thank You

Country Carts, Inc.

Vendor Registration Form

Please type or print clearly:

Business Name:

Vendor (your) Name:

Home Street Address (No PO Box):

City/State/Zip:

Home Phone:

Cell Phone:

Fax:

Email Address:

Helpers (names of anyone who might go to the building with you – first & last names):

Business Description (3 or 4 sentences briefly describing the products you will be selling. We will use this description to advertise your business):

Country Carts

Operational Guidelines & Policies

- 1) You are expected to act in a **professional and courteous manner** at all times while at a client location. Regardless of whatever circumstance that might arise, deal with it and then take it up with Country Carts later. No unprofessional conduct will be tolerated.
- 2) **All goods must be first quality.** Any misrepresentation of quality or manufacturer will not be tolerated and will be reported to the proper authorities immediately.
- 3) Each vendor will have either three 6' tables or two 6' tables and the cart to display their merchandise upon, unless otherwise specified. You are not allowed to set up additional tables. Vendors should bring their own table cloths that cover to the floor. Tables are not to be rearranged. Under no circumstances should any materials or merchandise block any doors, exits or entry areas.
- 4) No handwritten signs are permitted. Under no circumstances should anything be attached/taped/tacked to any wall or object except the cart or tables.
- 5) All merchandise must be clearly marked with prices.
- 6) **Dress is business casual. No jeans, t-shirts, flannels, shorts, sweats, stretch pants, sneakers or other weekend wear.** Your personal appearance must be appropriate for the corporate headquarters where you are a guest for the day.
- 7) Set up must be neat, remain behind the tables (exception is PRI), merchandise must be tastefully displayed, no boxes, cartons or hand trucks in view (store them under the tables or take them back to your vehicle. No maintenance man, building employee or anyone else has the authority to give you permission to set up extra tables, set up outside the vendor area, put product on ledges, window sills, set up racks or do anything other than what is allowed by Country Carts.
- 8) Remove all trash, empty boxes, etc. when you leave the building. Leave the vendor area as clean as possible.
- 9) In regard to weather conditions, if the building is open you are expected to be at the building. In the case of snow, if the building is open you are expected to get there. If you choose not go you will be charged for the day.
- 10) You must follow the check in/set up procedure and times specific to each location. Arrival times are for a reason, follow them. If it says 9:00 don't show up at 7:00. If you don't have enough time to set up don't book the building.

- 11) Checks – Take checks at your own risk. Neither Country Carts, Inc. or the company where that person is employed has any responsibility in helping you collect on a bad check. Management personnel of the company are not to be contacted.
- 12) If you cancel your date with less than 10 **business days** notice (2 weeks before) you will be charged for the day, No Exceptions including sickness, car break down etc. We do not have the time to rebook dates with less than 10 business days notice.
- 13) Billing for dates scheduled is weekly. Statements will be emailed each Monday for all dates scheduled for that coming week. Billing will be via credit card on the for the balance due on the statement. If your credit card is declined when billing takes place, a \$25 service fee will be added to your account prior to re-submitting your card for payment.
- 14) The Guidelines and Agreement terms apply to all personnel who assist and/or work for you.

Failure to comply with any of the above guidelines will result in immediate cancellation of any future business at accounts managed by Country Carts, Inc.
Revised 03/09

Vendor: _____ **Date:** _____

VENDOR AGREEMENT

This Agreement made this _____ day of _____, _____ by and

between

COUNTRY CARTS, INC., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, maintaining its registered office at 4096 Milford Landing Drive, Milford, Pennsylvania 18337, (hereinafter referred to as “**Country Carts**”)

AND the individual or entity hereinafter identified as (“**Vendor**”).

WITNESSETH THAT

WHEREAS Country Carts is in the business of providing space on vending carts and/or tables in various establishments, (hereinafter referred to as “**The Premises**”), at which goods and products may be displayed for sale; and

WHEREAS Vendor is regularly engaged in the business of the sale of goods and products suitable for display on The Premises; and

WHEREAS Country Carts and Vendor wish to reduce to writing the terms of their understanding pursuant to which Vendor will be permitted to display its goods and/or products at The Premises.

NOW, therefore, in consideration of the payment of the charges and fees provided for herein, and the covenants and conditions hereinafter set forth, Country Carts and Vendor do hereby covenant and agree as follows:

1. Country Carts hereby grants to Vendor a privilege to occupy and use, subject to the terms and conditions herein set forth, The Premises at such times, on such dates and in such locations as shall be mutually agreed upon by the parties hereto. The Premises is specifically limited to the Vendor cart provided by Country Carts and such tables as are provided by Country Carts or the management of The Premises. In no event shall Vendor expand The Premises in any manner without the express prior consent of Country Carts and the management of the facility upon which The Premises are situate.

2. The Premises shall be occupied and used by Vendor solely for the purpose stated above and only under the name of Vendor as herein specified.

3. Vendor agrees to comply at all times with the requirements of the management of the facility upon which The Premises are situate concerning the times of operation of The Premises, including any assembly and/or disassembly times permitted prior to the commencement of the use of The Premises.

4. Vendor agrees at all times to abide by any and all rules, regulations and requirements of management of The Premises and/or which Country Carts may from time to time adopt, whether in existence at the time of the execution of this agreement or subsequently adopted. Vendor acknowledges that any violation of any such rule, regulation or requirement shall, without notice of any such violation, be and constitute an automatic termination of this agreement.

5. Vendor agrees to pay to Country Carts for the use of The Premises such daily charge therefore as shall be established from time to time by Country Carts. Weekly statements shall be rendered to Vendor. All fees shall be due and payable by credit card when billed. In the event the credit card is declined, Vendor agrees to pay a decline charge to Country Carts, in the amount of \$25 (twenty five dollars). Vendor agrees to pay all costs of collection, including reasonable attorneys' fees, costs of court, and any and all other costs or expenses incurred in connection with any failure of Vendor to have made payment to Country Carts of any sums owed by Vendor to Country Carts under the terms of this Agreement or otherwise. Country Carts may establish other billing arrangements as needed.

6. All sums payable to Country Carts under this agreement shall be paid in United States of America dollars, without any deduction or setoff whatsoever and shall be payable at Country Carts' address as herein specified.

7. Vendor shall protect, defend, indemnify, save and hold harmless Country Carts and any tenant or occupant of The Premises and any fee owner or ground or underlying lessors of The Premises, against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, including attorney's fees, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from The Premises, or occasioned in whole or in part through the use and occupancy of The Premises, or by any act or omission of Vendor, or any of its employees, agents, contractors or invitees in, upon, at or from The Premises or its appurtenances or any part of The Premises.

8. Country Carts and/or tenants or occupants of The Premises and/or any fee owner or ground or underlying lessors of The Premises and their respective agents and employees shall not be responsible or liable at any time for (a) any defects, latent or otherwise, in any building or improvements in The Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, or (b) for any loss of life, or injury or damage to any person or to any property or business of Vendor, or those claiming by, through or under Vendor, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, , steam, gas, sewage, snow or ice in any part of The Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements of the facility in which The Premises are situate, including The Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein.

9. Vendor shall at its sole cost and expense: (a) keep The Premises open for business during the hours specified by the management of the facility upon which The Premises are situate; (b) display no merchandise outside of The Premises; (c) keep The Premises and any displays in a safe, clean and proper manner, not permit any boxes, cartons, handtrucks or similar devices to be in the public view, and not permit any rubbish or refuse emanating from The Premises to accumulate in any areas and attend to the daily removal thereof in the manner designated by Country Carts and/or the management of the facility upon which The Premises are situate; (d) provide any necessary , table skirting, tablecloths or similar materials, including all labor necessary to assemble and disassemble any displays; (e) not permit food or beverages to be consumed at The Premises (if applicable to the particular vendor agreement); (f) display customer sales return policy; (g) not permit loitering at The Premises; (h) not permit the playing of any musical instruments or radio or television or the use of a microphone or loud speaker in The Premises; (i) furnish Country Carts with emergency telephone numbers and with a forwarding address; (j) secure any and all licenses or permits required by any governmental agency or authority with respect to Vendor's use and/or occupancy of The Premises; (k) secure and be responsible for the display at all times during Vendor's time to use and/or occupy the same; (l) not make or permit to be made any alterations, additions or improvements in The Premises without the prior consent of Country Carts; (m) permit or allow any person or entity to make use of The Premises at any time during Vendor's time to use and/or occupy the same; (n) be responsible for and pay, before delinquency, all municipal, county, state or federal taxes attributable to the income or gross receipts of Vendor, by way of example and not in limitation any and all income, sales, use or similar taxes and, (o) abide by all rules and regulations established by Country Carts and the management of the facility upon which The Premises are situate from time to time with respect to the use and occupancy of The Premises and with respect to the common areas, facilities, improvements and sidewalks in The Premises.

10. All signs used at The Premises shall be subject to Country Cart's prior approval. No hand written signs of any type are permitted.

11. Vendor shall, upon conclusion of its use or occupancy of The Premises, remove all of Vendor's goods and products, repair any damage caused by such removal and return The Premises broom clean and in good order, condition and repair. Any property not removed by Vendor upon termination of its use and/or occupancy of The Premises shall be deemed to have been abandoned by Vendor and may be retained or disposed of by Country Carts or the management of the facility upon which The Premises are situate as it or they shall desire, without any liability of any nature whatsoever therefore to Vendor.

12. Except as hereinabove provided, Country Carts may terminate this Agreement with or without cause, at any time upon giving notice thereof to Vendor. In the event notice of termination is given orally, confirmation thereof shall be given in writing by first class mail or by E-mail to Vendor within seventy-two (72) hours of the giving of the said oral notice. In the event of the termination hereof by Country Carts, Vendor agrees that Country Carts shall have no duty, obligation, responsibility or liability to Vendor for any or all claims for damages of any nature whatsoever, including by way of description and not in limitation, loss of income, expenses, consequential damages, attorneys' fees or the like, arising from any such termination of this Agreement.

13. Vendor acknowledges, understands and agrees that Country Carts has no liability of any nature whatsoever to Vendor in the event for any reason whatsoever (whether within the control of Country Carts or otherwise) any premises to which Vendor is granted the privilege of use and/or occupancy pursuant hereto is not available to Vendor. Vendor further acknowledges that there have been no representations, assurances, promises, guarantees or the like made by Country Cart to Vendor concerning the ability of Vendor to sell any of Vendor's goods or products from any premises, or earn any profits therefrom. Vendor agrees Country Carts shall have no duty, obligation, responsibility or liability for any loss incurred by Vendor for any reason, or for no reason, directly or indirectly related to this Agreement or its doing business with Country Carts.

14. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, or of landlord and tenant, between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties other than the relationship of Country Carts and Vendor.

15. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed by Vendor that there shall be absolutely no personal liability on any shareholders, officers, directors or employees of Country Carts with respect to any of the terms, covenants, conditions and provisions of this Agreement, and Vendor shall look solely to the interest of Country Carts in The Premises for the satisfaction of each and every remedy of Vendor in the event of a default of Country Carts hereunder.

16. If any provision of the Agreement is determined to be invalid, only that provision shall be deemed invalid and the remaining terms and provisions of the Agreement shall be and remain in full force and effect and unaffected by any such invalidity.

17. This Agreement shall be construed by, under and in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction of any claim or action by Vendor hereunder is limited to and agreed to be brought solely in or before the appropriate Courts of the Commonwealth of Pennsylvania situate in Pike County, Pennsylvania, which is hereby declared by Vendor to be the exclusive venue for any such action. In the event any action, suit or similar proceeding, whether judicial or alternative dispute resolution in nature brought other than as aforesaid shall, upon motion of Country Carts be dismissed as being without jurisdiction and improperly venued. Vendor agrees to pay to Country Carts any and all costs or expenses incurred by Country Carts, including reasonable attorneys' fees, and the costs and expenses incurred in connection with any such improperly venued proceeding shall be immediately upon dismissal thereof paid by Vendor to Country Carts.

18. This Agreement constitutes the sole and exclusive agreement between the parties hereto, except as this Agreement may be modified or amended pursuant to the rules and regulations adopted or to be adopted in the future from time to time by Country Carts. Any prior agreements between the parties hereto are hereby declared to be a nullity, void and of no further force or effect, except as to any sums of money owed by Vendor to Country Carts pursuant thereto, for which any such prior agreements shall be in continued force and effect but solely and exclusively limited to the obligation of Vendor to make payment thereunder to Country Carts. Except as aforesaid, any changes, amendments or modifications to this Agreement must be in writing and signed by the parties hereto in the same manner as has this Agreement, any purported oral modification or amendment hereto being expressly declared to be a nullity, void and of no force or effect whatsoever.

Accepted and agreed to by:

VENDOR NAME / BUSINESS NAME

By: _____ Date: _____
Vendor

Country Carts, Inc.

A Specialty Marketing Company

4096 Milford Landing Drive

Milford, PA 18337

Ph: 570-491-4900

Fax: 570-491-2930

Credit Card Billing Authorization

I authorize Country Carts to charge the Cart Rental Fee for any buildings that I schedule to my credit card listed below.

_____ Mastercard _____ Visa _____ Discover

Card Number: _____

Customer Code (3 or 4 digits on back of card): _____

Expiration Date: ____/____

Signature: _____

Name as it appears on the card (print): _____

Address of cardholder (if different from vendors address on "Registration Page"):

