

Gatherings Emporium Partners Space Agreement

1335 Park Street, Paso Robles, Ca. 805-369-2599

Gatherings Emporium is vibrant new marketplace showcasing quality goods.

Gatherings is: a unique experience in Recycling, RE-gifting, Re-creating and RE-purposing, its goods while Rejuvenating, Relaxing, Revitalizing, and Refreshing, its patrons. Offering goods with an emphasis on LOCAL LOVE from area artisans.

Mission Statement:

To be a light in the community by paying it forward with the people we assist, the goods we handle, the environment we preserve and the charities we aid.

Vision Statement:

Gatherings will give back to the community by providing a platform for folks to pay it forward. Whether one is donating, shopping or volunteering, we desire to create a life changing community within the shop and beyond

We are open Monday-Sunday from 11:00 to 5:00 pm. Opening one hour earlier on Saturdays and open two hours later on Fridays. Potentially closed on Tuesdays during winter hours. Closed the following holidays: New Year's Day, Easter, 4th of July, Thanksgiving, Christmas. All days and times subject to change.

SPACE AGREEMENT

Subject to review and may change as needed with notice.

1. Spaces: will vary in size depending on the needs of each partner. "rent" or 40% percentage of gross sales collected covers the building, utilities, Liability insurance, streaming music, video surveillance cameras, Wi-Fi and building maintenance, credit card processing costs, bookkeeping, collection of sales taxes and payment to State Board of Equalization, POS fees, and Payroll.
2. Contributions to Charities: Any profits from overall sales will go towards Gatherings' chosen local charities. Under Gatherings model, customers may choose which charity they would like to benefit with the buttons they earn for every \$10 they spend.
3. Security Deposit: \$50. The security deposit will be used for any damage if needed and returned if no damage sustained.
4. Floor Shifts: Vendors are asked to volunteer a few hours a month (based on square footage rented) to be available on the "floor" of Gatherings (not to work on your own space). The main focus here is on **customer service** in any area of the shop and helping where needed. We encourage a sense of family where all are helping for the greater good.
5. Space Term: Space occupancy is on a month-to-month basis. With notice of move out given at least two weeks in advance.

6. **Space Maintenance:** Partners may stock their space anytime during store hours. You may not keep the staff after hours to work your space. The Partner or Gatherings may terminate the space agreement by submitting notice in writing two weeks in advance of the first day of the month.
7. **Pay Periods:** The close of business on the last day of the month is the cut-off date for processing sales. Checks to partners may be picked up after 1 pm on the 15th of the current month. A statement of the month's sales activity will be provided with check.
8. **Partner Identification:** Only individuals with permission of the Partner (owner of merchandise) will be allowed to remove unsold items or pick up checks from Gatherings. Please let us know if a significant other is going to be involved.
9. **Pricing:**
 - a. Gatherings will supply a template for personalized tags for you to print and use that will have your space name on them. Partners will set the prices and be responsible for tagging their own merchandise. Items placed in a space must have a price tag with readable price on the front with pertinent notations on the back: To protect the seller, prices cannot be crossed out and replaced by another price written on the tag. Price tags must be securely fastened to merchandise.
 - b. To secure a sale, Gathering's agents, employees, and representatives are authorized to negotiate up to 10% off the indicated price on behalf of the Partner with a max of \$10 off. A courtesy call to the Partner when customer offers a discount greater than 10% /\$10 and will require the Partners expressed consent.
 - c. If an item is not clearly labeled and the partner cannot be reached, Gatherings reserves the right to price on-the-spot using best judgement based on similar items.
10. Partners have the opportunity and are encouraged to utilize the shop to offer craft workshops in the evenings at the shop to enhance the sense of community. Details to be worked out on an agreement separate from this Agreement.
11. **Housekeeping:** Partners are responsible for keeping their own merchandise clean and orderly. You are required to vacuum and dust your area once every other week according to posted vacuum calendar. You are welcome to be at your own space as often as you like on our own time. If your space is in need of attention, you will receive a courtesy call to come take care of it and have 7 days to set the right.
12. **Prohibited Sales:** Management of Gatherings reserves the right to prohibit any item from being sold on the premises. All sales will go through the Gatherings' cash register. Any sale that does not go through the register will violate this agreement and serve as cause to terminate it. Partners working in their spaces may "deal" or reduce a price to a customer but are not allowed to complete sale on premises without going through the register. Gatherings does not allow pornography (as determined by management), weapons, and animals and discourages, negative, dark and evil imagery and items. Management reserves the right to refuse any merchandise we feel is inappropriate.

Our guiding principle on what we have in the shop comes from Philippians 4:8 - *"Brothers and sisters, whatever is true, whatever is honorable, whatever is just, whatever is pure, whatever is lovely, whatever is commendable—if there is any virtue and if there is anything worthy of praise—dwell (read, watch, listen to, look upon, ponder) on these things."*

13. Theft is a part of retail reality sadly. Gatherings works at minimizing theft but it is important to know that it will happen and though we work to eliminate it, cannot be held responsible for it.
14. Smoking is not permitted on the premises.
15. Partners are strongly encouraged to attend Quarterly Gatherings Partner meetings.
16. Displays: All sales merchandise must be kept WITHIN each partners' assigned space. Customer walkways shall not be obstructed by merchandise. Gatherings reserves the right to fudge on this principle for aesthetic purposes and with permission of Partners involved to "cross-pollinate" each other's goods.
17. Gatherings commitment to each artist's craft: We will only take on one type of craft (creation) to sell so as not to create undue competition with each other. With artist permission we MAY allow cross-over artistry.
18. All Laws Apply: Partners shall abide at all times by the codes, ordinances, and regulations of the city, county, state and other governmental agencies having jurisdiction over the conduct of the vendor's business.
19. Move-Out: Move-outs shall occur on or before the last day of the current space occupation period. Gatherings requests the courtesy of a written 14-day notice in advance of a move-out. Any costs incurred from damages will be settled before removing merchandise from Gatherings on move-out day. If partners' items are not picked up within one week of the end of the Partners' space relationship, Gatherings will remove the items at a charge of \$minimum wage/hr service fee and if dump fees are incurred these will be charge to the former partner as well.
20. Checks: Gatherings will accept checks as payment for any item with proof of identity by a current driver's license and will be responsible for collection of bad checks.
21. Credit Cards and Debit Cards: Gatherings will accept payment by MasterCard, Visa, American Express, Discover credit and debit cards and shall be responsible for paying all fees associated with these for its Partners.
22. Losses and Insurance: The Gatherings' Partner is responsible for his or her own insurance for items on display. Gatherings will not be responsible for any loss or damage of merchandise, property or equipment, either from natural or unnatural causes, such as theft, fire, flood, wind, rain, or any other cause whatsoever. Partners agree to hold harmless Gatherings from any and all responsibility related to any harm or personal injury a Partner may suffer related to their Space pursuits with respect to this agreement.

**Upon partnership, we ask each partner to submit a picture of themselves and a short bio to be used in an 8.5"x11" frame to showcase each artisan.*

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Gatherings Partner Space identification name _____

Volunteer Hours:

Day of the week:

M/T/Wed/Th/Fr/Sat/Sun

Time Frame:

__ : __ - __ : __

Frequency:

Weekly, monthly

E/O week

Artist's specialty Items protected from cross-over:

1. _____
2. _____
3. _____
4. _____

Requested Space Size _____ X _____ = _____ Sq. Ft.
(this is to include walking space around the area to allow for customers to shop)

40%/60% Split other _____

Security Deposit collected \$ _____

Valid Credit Card # _____

Name: _____

Telephone: _____

Mailing Address: _____

State/Zip:

Email: _____

I have read the Gatherings Emporium Partnership Agreement Information Sheet & Basic Guidelines and I accept the conditions as stated

Vendor Signature _____ Date _____

Gatherings Representative _____ Date _____