

## BOOTH RENTAL AGREEMENT

This Booth Lease Agreement (“Agreement”) made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**Lessor:** Caddy Corner Clothing LLC dba Caddy Corner Consignment & Boutique with a mailing address of 1101 W. Main St., Collinsville, Oklahoma 74021.

**AND**

**Lessee:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_.

For and in consideration of the mutual promises and stipulations contained in this Agreement, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, the leased premises described in Paragraph 1 upon the following terms and conditions.

I. **Leased Premises.** The booth to which this Agreement relates to is located at the street address of 1101 W. Main St., Collinsville, Oklahoma 74021 and shall consist of a set space at the front of store (i.e., “premises”).

II. **Term of Agreement.** This Agreement is a month-to-month lease and shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall continue every month thereafter until further notice of Lessor or Lessee.

III. **Rent.** The rent under this Agreement shall be in the amount of **Two Hundred Dollars (\$200.00)** OR an option of **Fifty Dollars (\$50.00)** a month for one side of the rental booth space available. Due and payable on the 1st day of every month. In the event that Lessee begins a lease after the 1st day of the month, then this amount shall be pro-rated. **Oklahoma Sales Tax 10% will be added to rent fees once renter has made \$100 in sales for the month.** This OK Sales Tax fee will be added on to the next months bill which is due at the beginning of the month. If you decide not to rent the booth space the next month then you are not required to pay this sales tax fee.

IV. **Payment of Rent.** All rental payments shall be paid by check, cash, or card. Card payments add 4%.

V. **Payment of Lessee Profits.** Lessor agrees to sell Lessee’s items at the written and/or verbally agreed upon prices with Lessee to receive 100% of the profits unless otherwise specified in this agreement. Lessor shall pay these profits to Lessee via check at the beginning of the next month or the last day of the existing month if lessor decided not to re-rent the space.

VI. **Condition of the Premises.** Lessee agrees to accept the premises in their present condition.

VII. **Use of the Premises.** Lessee shall have the use of exhibiting inventory in the premises. Lessee will also have the option to store a very limited amount of inventory in the back of the

store for Lessor to restock your items when sold off the booth, this includes \_\_\_\_\_ . (This space here is to list out items you are leaving here to be restocked.) It is ultimately the Lessee's responsibility to upkeep booth inventory and presence, but Lessor will gladly help to a reasonable extent. Lessor will be in constant contact with Lessee regarding the premises. Lessor provides to Lessee hangers for clothing etc., hooks for hats, belts, jewelry, handbags etc., shelves for shoes etc. Also, Lessor offers a space on top of the booth for your logo. Additionally, Lessor offers prestigious exposure for Lessee's product which includes Lessor's advanced marketing strategies by at least one shoutout a month on Lessor's social media platforms, and Lessee's business card placed upfront near the store's checkout area.

**IX. Lessee to Maintain Premises.** Lessor and Lessee agree that Lessee shall at all times keep and maintain the premises in a clean and neat condition and in a good state of repair. Lessee will at the expense of Lessee promptly repair any damage to the premises caused by any act or omission of Lessee or any agent, employee, customer, guest, or invitee of Lessee. Lessee shall not in any manner deface or damage the premises or any part thereof. Lessee will make no structural change or other alteration to the premises without the prior written consent of Lessor. Lessee will return the premises peaceably and promptly to Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are at the beginning at the term of this lease, ordinary wear and tear excepted.

**X. Indemnity by Lessee.** Lessee covenants and agrees to hold the Lessor harmless from any and all loss, claims, damage, and liability to any person or property occurring upon or about the premises from any cause whatsoever.

**XI. Default by Lessee.** If Lessee shall default in any covenants or agreement to be performed by Lessee under this lease, and if after written notice has been sent by Lessor to Lessee, such default shall continue for a period of 3 days, then Lessor may immediately and without further notice or demand, enter into and upon the premises, and take absolute possession of the premises and all goods therein, without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this lease. Lessor shall additionally have the right to offset any owed amount with the goods and/or profits from the sale of the goods obtained from the premises. Furthermore, Lessor may at Lessor's election lease or sublet the premises or any part thereof under such terms and conditions and or such rent and for such term as Lessor may elect and, after crediting the rent actually collected by Lessor from subletting against the rental required to be paid under this Lease, collect from Lessee any balance due on the rent required by this lease.

**XII. Assignment and Subletting.** Lessee shall not assign this lease or sublet all or any part of the premises without having first received prior written consent of Lessor.

**XIII. Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and

effect as if they had been executed by both parties subsequently to the expungement of the invalid provision.

**XIV. Governing Law.** This Agreement shall be governed by, construed, and enforced according with the laws of the State of Oklahoma.

**XV. Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**XVI. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

**WITNESS** our signatures as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_