



Rules, Regulations & Policies

Booth License Agreement Exhibit 'A' Version 27, July 2024

Town Peddler® is a registered trademark of The Town Peddler, Inc.

These Rules, Regulations and Policies ("Rules") are a part of the Booth License Agreement between The Town Peddler, Inc. and each of the Dealers who license booth space in the Mall.

General Rules:

- 1. Meaning of Terms:** The Town Peddler is sometimes referred to herein as the "Mall" and sometimes as "we." Dealers are sometimes referred to herein as "you" or "your." The use of the terms "items," "merchandise" and "goods" are interchangeable and have the same meaning when used herein.
- 2. Incorporation into Booth License Agreement:** These Rules are incorporated into your Booth License Agreement and made a part thereof. Repeated violations of these Rules may lead to a termination of your Booth License Agreement.
- 3. Monthly Payment of Booth License Fee ("Booth Fee"):**
 - a. Booth Fees are due on the 1st day of each calendar month, and become past due after the 5th day of each month.
 - b. Booth Fees received after the 5th day of the month will be considered late, and a \$35.00 late fee will be assessed.
 - c. Late fees will be deducted from your monthly sales payout if it is not included with the late payment.
 - d. Payment Options:
 - i. Auto Debit: (PREFERRED) Monthly booth fee is withdrawn by Electronic Funds Transfer on the 5th business day of each month. Dealers who choose EFT will also be paid for sales via direct deposit to the same bank account. Sales payments will process by the 5th of the month for the net sales of the previous month.
 - ii. Cash: Pay in person at the front counter. Staff will collect the payment and provide a receipt.
 - iii. Check: Pay in person or mail to Town Peddler, 35323 Plymouth Rd, Livonia, MI 48150. Payments mailed in must be postmarked no later than the 3rd of the month.
 - iv. Debit or Credit Card: In person or over the phone. 5% processing fee applies.
 - v. Electronic Check via your bank: Ensure with your bank or credit union that the check will arrive before the past-due date.
 - vi. Dealers who opt out of Auto Debit/Direct Deposit will be subject to a \$10/month administration fee.
- 4. Price Tag Requirements: BAR CODED TAGS** are the preferred method due to increased efficiency and accuracy at the register, which translated into better service for your customers. You enter your items into your online inventory and print your barcoded tags on adhesive labels. Full instruction videos are available at townpeddler.com/dealer-login. The passcode to the instruction page is ***plymouthlivonia***
The videos will give you complete instructions. Here some highlights:
 - Barcoded labels are printable on Avery 5160 labels (or equivalent), paper, or cardstock
 - Barcoded items are recorded in your inventory and viewable in a variety of reports
 - Barcoded items are marked as sold in your inventory as they are sold
 - Sales reports show both the inventory stock ID and item description
 - You may add or remove items under a particular inventory stock ID as needed

- The first digits of your stock ID must be your dealer number as this prevents duplication of stock ID's across dealers.
 - To mark down an item, enter the markdown in your online inventory by editing the price in the item under "Stock Details," as well as indicating the markdown on the pricetag. This way, the correct price appears at the register when the barcode is scanned so we are in compliance with the Michigan "Scanner Law." **Please do not obscure the barcode or stock ID on the barcoded tag.**
 - The Mall is not responsible or liable for any pricing errors, changes or discrepancies for barcoded tags that cannot scan or price changes that are not reflected on the tag.
 - Barcode error reporting: if the barcode is not readable, the item will be hand-keyed with the code "DNS" in the description to show you the barcode was not readable by our scanners. For stock ID's that have no associated quantities in the system, the item will be hand-keyed with the code "NI" to show you your inventory quantities need to be adjusted. Dealers are required to rectify such errors promptly.
- a. Any booth-wide or store-wide discount or social media "coupon" discount will apply to all items in your booth, including markdowns.
 - b. Price Tags must be securely attached to each item. Due to the accuracy of barcoded items, the mall will generally not remove and save tags at the register for items priced using the inventory/barcoding system, unless the tag is easily removable, i.e. it is attached to a string tag.
 - c. We will make a reasonable attempt to contact you if a customer wishes to purchase an item with a missing tag. However, in the interest of good customer service the Mall reserves the right to sell any item with a missing price tag at a reasonable price determined by the Mall, and the Mall is not responsible or liable for any pricing errors if a price tag is missing from the item. Tags that tend to fall off easily *must* be replaced with a more secure tagging method.
 - d. Items with multiple price tags with different prices will be sold at the lower price in accordance with Michigan law.
 - e. Dealers are encouraged to price items with enough profit margin to allow for periodic storewide sales or coupons. The use of "FIRM" on price tags is a customer-unfriendly policy. "FIRM" PRICES WILL NOT BE HONORED AT THE REGISTERS.
 - f. **FOR DEALERS THAT STILL USE HANDWRITTEN TAGS:** The Inventory/Barcode system is proven, and we encourage all dealers to use this system. The Mall will not be responsible or liable for *any* pricing errors for handwritten tags. Any booth-wide discount that is in effect will apply to all items in your booth, including markdowns. Any booth-wide or store-wide discount or social media "coupon" discount will apply to all items in your booth, including markdowns. Beginning July 1, 2024, dealers that use handwritten tags for more than one-quarter of their stock will be subject to a 15% monthly surcharge on ALL sales.
- 5. Parking:**
- a. Please avoid parking in the closest parking spaces. These spaces are reserved for Mall customers. You may, however, temporarily park close to the entrance to load and unload, with vehicle flashers on, and you must move the vehicle promptly
 - b. Please comply with posted parking signs, and comply with all applicable local fire codes.
- 6. Signing In and Out:**
- a. ALL DEALERS must sign in upon entering the Mall, and must sign out, and be checked out by Mall personnel when leaving the Mall.
 - b. You may use a shopping cart when stocking your booth. However, during peak sales times dealers may be asked to return all shopping carts for customer use. The mall also has flat beds and a hand cart for dealer use. In addition, step stools, brooms and vacuum cleaners are available for dealer use. Please return all supplies to their storage area as soon as possible to make them available for other dealers. **Please use care when using**

store equipment. Store-provided vacuum cleaners are not designed to pick up large debris; this causes clogs, breakage and downtime. **Dealer assumes all injury risk and liability when using store equipment.**

- c. **ALL MERCHANDISE AND CONTAINERS ARE SUBJECT TO INSPECTION BEFORE THEY ARE REMOVED FROM THE MALL.**
 - d. Failure to sign in/out or to submit to inspection upon leaving the Mall will result in a warning and the noncompliance will be entered into your record; repeated warnings will jeopardize your booth contract.
- 7. Assistance from Mall Personnel:** Remember that Mall customers are your customers, and they must always come first. If you need any kind of assistance at the front desk, please understand if we ask you to wait when there are customers in line to make purchases. This also applies to telephone assistance.
- 8. Security Tags:** Our anti-theft system is available for your use, subject to the following:
- a. You may purchase single-use “soft” tags each or single use-“lanyard” tags. Please inquire on the current prices for the security tags.
 - b. As no anti-theft system is foolproof, the Mall is not responsible or liable for any theft or loss, even if the anti-theft system is used.
- 9. Use of Wireless Cameras:** Any dealer that elects to use a wireless camera in their booth must:
- a. Register each camera with the Mall. If registered camera is being replaced, the replacement must be registered. Unregistered cameras will be deactivated and removed.
 - b. Connect the camera to the correct WIFI network; cameras **MUST NOT** use the “guest” WIFI.
 - c. Pay a fee of \$10.00 per month per camera, to be paid along with the monthly booth fee.
- 10. Stocking Your Booth:**
- a. You may enter the store 30 minutes prior to opening to stock your booth. As the doors remain locked until opening, you must call the store from your phone to gain entry. If stocking at the end of the day, you must be ready to exit the store at closing time as the doors must remain locked for security.
 - b. Aisles must remain clear while stocking, and no items may be displayed outside your assigned booth boundary area.
 - c. All merchandise must be ready to sell (*e.g.*, fully assembled, priced and packaged) when brought into the Mall for stocking. Please avoid assembling or tagging your items in public areas of the Mall.
 - d. Not more than 1/3 of your product may be removed from your booth for stocking offsite shows.
 - e. All food products and “buy/sell” products must be pre-approved by the Mall before stocking. The Mall reserves the right to refuse to display any item at any time.
- 11. Improvements to Booth:**
- a. You may paint, add shelving, etc. to your booth with the prior approval of your intended improvements. Improvements must not affect adjacent booths in anyway. Improvements may not alter the size of the booth, including the height, without prior approval. Display of items, signage etc. on the “trim strip” of the wall separating adjacent booths is not permitted.
 - b. The following are strictly prohibited: wallpaper; non-latex paint; “Going Out of Business,” “Closing” or similar signs; “Sale” signs are acceptable with a “This Booth Only” disclaimer; and any fixture or item that impedes an aisle or protrudes from your assigned booth area.
 - c. We reserve the right to refuse and/or remove any improvement from any booth without notice. Anything you add must be removed upon termination of your Booth License Agreement and the booth must be returned to “move-in” condition. Any damage, residue, or anything else requiring repair or cleanup in the booth will be rectified at the dealer’s expense.
- 12. Lighting and Electricity:** Use of the Mall’s electricity is subject to the following rules:
- a. **ALL LIGHT BULBS MUST BE “LED.” NO INCANDESCENT, HALOGEN, OR CFL LIGHT BULBS ARE PERMITTED. ALL light fixtures must be UL/CE listed. Light strings (including Christmas lights and rope lights) must be LED. Excessive numbers of fixtures are prohibited.**

- b. Any multi-outlet unit must be UL/CE listed, and must contain a fast-blow fuse or circuit breaker. Outlet splitters or extension cords with built in splitters are not permitted.
- c. No more than one multi-outlet unit may be used per 6 feet of booth width.
- d. All electrical equipment must be approved by the Mall management prior to installation.
- e. All extension cords must be UL listed and the grounded 3-prong type where necessary.
- f. For the safety of the Mall and our customers, all electrical equipment (both for sale and display) must be in good repair and free of frayed wires, inadequate insulation, improper wiring, etc. **Please test all equipment prior to connecting to Mall electricity.**
- g. We reserve the right to dismantle without notice any electrical equipment deemed unsafe or inadequate.
- h. You agree to reimburse the Mall for any cost incurred in dealing with non-compliant lighting or equipment.
- i. Power to booths is turned on at store opening and off at closing. Some low voltage LED lighting system will not restart when the power is turned on at opening. Check to ensure that your light fixtures will restart automatically before installation.

13. Broken Merchandise/Missing Price Tags:

- a. We reserve the right to remove and store any broken items or unsold items without price tags until claimed and/or repriced by you.
- b. You are responsible for checking for your own items that are broken or missing price tags. The Broken/Missing storage area is in the Southwest corner of the building in the storage room adjacent to the emergency exit.
- c. Any unclaimed items will be disposed of at the discretion of the Mall management after 30 days in storage.
- d. The Mall is not responsible or liable for losses or damage due to breakage, including any items broken by a Mall customer.

14. Missing items:

- a. In virtually all cases, items missing from your booth are elsewhere in the store due to customer activity. If you find items in your booth that came from another booth, please bring it to Mall staff to be relocated to the proper booth.
- b. Missing items may be reported in writing.
 - Double check your sales to be sure the item hasn't been listed as sold
 - Complete a walk-through of the store, looking for your item. Often, such items are in nearby booths.
 - Check the lost and broken area in the storage room in the southwest corner of the building. Items removed from the floor either due to missing tag, or to condition issues are placed in this area.
 - Check with front counter staff to verify whether the item is on a 24 hour hold for a customer
- c. If the steps above have been completed and the item not found, then complete a missing item form at the front desk. It is important to include complete information as requested on the form.
- d. While we will make every effort to locate missing items, the Mall is not responsible or liable for loss or damage due to missing items.

15. Customer Returns:

- a. Customer returns will be accepted within 14 days of purchase, receipt required, for re-sellable merchandise. However, certain exceptions to this policy may be made to maintain excellent customer relations, and such exceptions will be made at the discretion of Mall management.
- b. Returns will be deducted from the dealer's sales records and the returned item will be restocked in the dealer's booth, unless the item was returned for being defective.
- c. After Thanksgiving, the return acceptance window will be open until January 15.

16. Prohibited Actions: You are acknowledging and agreeing that you will not do or allow any of the following:

- a. Engage in any private transactions with Mall customers at any time.
- b. Engage in any acts or practices which create safety hazards or which may damage the Mall or its contents.

- c. Display any item above the back or side walls, or outside the designated perimeter, of the booth area assigned to you, without the prior written approval of Mall management.
- d. Use your assigned booth area for engaging in any unlawful activity, including offering for sale food items produced or packaged in a facility not approved by the State of Michigan Department of Agriculture; and/or offering for sale counterfeit goods or goods that infringe on existing trademarks or violate applicable law.
Any item that contains, displays or is marked with a "fashion designer" tradename or trademark is strictly prohibited, unless you have proof acceptable to us that you are in possession of a proper license or permission to sell such item.

17. POLICY ON USE OF REGISTERED TRADEMARKS:

- a. You are prohibited from stocking your assigned booth area with, or selling, any items, merchandise or goods with the image, likeness or any other depiction of a legally recognized trademark or copyright symbol, unless you are permitted (*e.g.*, licensed) by the legal owner of the trademark or copyright to use the trademark or copyright symbol on the items, merchandise and/or goods you are stocking or selling.
- b. You must provide us with any and all documentation of your permission or license to own, stock or sell any trademarked or copyrights merchandise.
- c. If we do not have on file your documentation of permission or license for any trademarked or copyrighted item in your assigned booth area, the item(s) will be subject to removal by the Mall without notice, and you agree to pay a fee of \$50 per item after the second infraction. You will be notified by email that such items have been removed due to trademark infringement. Items not picked up after 30 days will be disposed of.
- d. You also agree to indemnify and hold the Mall harmless from, and to reimburse us for, any cost or expense, including attorney fees, court costs, settlement payments and/or judgments, paid or incurred by the Mall for any violation of applicable law with respect to any item stocked or offered for sale in your assigned booth.
- e. You agree to accept complete legal and financial liability for any and all claims that may be initiated against the Mall by any patent, trademark, copyright or other intellectual property owner arising from your use or misuse of any trademark, copyright or other intellectual property right.
- f. We will cooperate with all outside inquiries made from third parties who believe that any item in the Mall may be a "knock-off" or is illegally using someone else's protected intellectual property rights.
- g. No counterfeit, "knock-off" or otherwise copied or unlicensed trademarked or copyrighted items of any kind may be stocked or offered for sale in your assigned booth area, including, but not limited to, designer handbags & accessories, items with unlicensed sports team logos, unlicensed corporate logos, fictional characters (Disney, Dreamworks, Star Wars, etc.), and items with any other unlicensed trademarks.
- h. You are hereby advised that offering counterfeit and/or trademark-infringing items for sale is illegal whether or not the seller is aware that the item is counterfeit or infringing, and a violation of such laws is subject to a civil penalty of up to \$2 million per infraction.
- i. It is possible that such items might appear in your inventory without you being aware of it (such as from estate sales, "factory second" wholesalers, online auctions, etc.). Nevertheless, you are responsible and liable for such items.

18. General Polices on Goods Offered For Sale: The mall reserves the right to determine the areas of the store designated for particular uses and the types of products that may be offered in each area.

A. ANTIQUE/VINTAGE

- i. Items offered for sale in areas designated for Antique/Vintage/Collectible should be minimum of 30 years old. Reproductions must clearly marked as such. Current popular collectible may be allowed at the discretion of the mall.
- ii. All items offered for sale must be clean and in good condition. Items that are clearly broken, chipped, badly deteriorated or with a bad odor are not allowed.
- iii. No Firearms or ammunition are allowed

- iv. Alcoholic beverage containers must be empty.
- v. Old medicine containers must be empty and clean.
- vi. Knives must be displayed in a locked case.

B. CRAFTS

- i. The Mall's priority in the craft area is for handmade goods. This may also include upcycled, recycled, and refurbished goods.
- ii. Vintage or new goods may be used as accents if in keeping with the overall theme of the booth. Exceptions may be made based on the Mall's assessment of current customer trends and interests.
- iii. The Mall strives to maintain a balance of popular craft goods and cannot offer an exclusive to any dealer on product type related to handmade goods.

C. ITEMS PURCHASED AT WHOLESALE FOR RESALE

- i. Vendors may be approved to sell new goods that are purchased at wholesale for resale at the Mall's discretion.
- ii. New or continuing dealers who plan to offer new goods for sale must request preapproval from the Mall. The dealer must submit the Brand, Product Line, and type of products they plan to sell for prior approval.
- iii. Once the dealer has established an ongoing presence, they must consult with the Mall prior to introducing new Brands or Product lines.
- iv. Dealers may not duplicate product lines offered for sale by the store and should avoid duplication of product lines offered by other dealers to the greatest extent possible.

D. FOOD PRODUCTS

The addition of any food products must be pre-approved by the Mall. The Dealer must request approval for Brand, product line and product type. For established food dealers, new lines or products must be pre-approved. All food products must meet the State of Michigan Department of Agriculture regulations for both food production and repackaging. The Town Peddler is not able to offer foods produced under the Cottage Food regulations.