

Smoky Mountain Patch and Supply Vendor Agreement

Thank you for choosing Smoky Mountain Patch and Supply ("SMPAS") to help sell your designs/merchandise.

On this day _____, SMPAS and _____
(Vendor) do hereby enter into the following agreement:

1. Agency; Purposes

The Vendor appoints SMPAS as agent for the designs/merchandise consigned under this agreement, for the purposes of sale. SMPAS shall not permit the designs/merchandise to be used for any other purposes without the written consent of the Vendor. SMPAS reserves the right to reject any and all designs/merchandise even if the Vendor has previously consigned with SMPAS.

2. Consignment

Vendor hereby consigns to SMPAS, and SMPAS accepts on consignment, the works as listed on the SMPAS website vendor portal, which is a part of this agreement.

Upon approval by SMPAS, any new designs/merchandise Vendor wishes to sell, that are not currently listed on the website must be issued a new contract and date.

3. Duration of the Consignment

The Vendor and SMPAS agree that the initial term of consignment for the designs/merchandise is to be six (6) months from the start date listed above, and that the Vendor will not ask for return of their designs/merchandise prior to this date unless the agreement is breached by SMPAS.

After the initial six month minimum contract period concludes, the Vendor shall have the right to demand all/some of their designs/merchandise back. The Vendor must contact SMPAS within the final 30 days of the initial six month contract period, and expressly request a return of their items. At such time, it is the Vendor's responsibility to provide SMPAS with the address to which the items should be sent. If the Vendor does not provide an address, SMPAS will ship the designs/merchandise to the address it has on file for Vendor. Once SMPAS remits the return shipment, bearing Vendor's most recently provided mailing address, to USPS or other courier service, SMPAS shall be deemed to have fully completed all necessary performance under this agreement, with the possible exception of an outstanding final payment, which may be offset by SMPAS to cover any return shipping costs, if such expense was not prepaid by Vendor separately. SMPAS agrees to honor all Vendor requests for return shipments within 30 days of receiving the request. Vendor remains responsible for all "shipping costs" as further described in paragraph 5 below.

4. Automatic Renewals

If the Vendor does not send a request for SMPAS to return the consigned items within the last 30 days of the initial 6 month term (as specified in paragraph 3 above), then this Contract shall

automatically renew for an additional six month term. There is no limit on the number of consecutive automatic renewal periods, and all the terms and conditions of the original agreement shall remain in effect during any renewal period(s).

5. Shipping Responsibilities

Packing and shipping charges, insurance costs, other handling expenses (collectively referred to as "shipping costs"), and risk of loss or damage incurred in the delivery of designs/merchandise from the Vendor to SMPAS, shall be the exclusive responsibility of the Vendor. Insurance and tracking number are strongly recommended.

Responsibility for the payment of shipping costs for packages from SMPAS to Vendor is also the sole responsibility of the Vendor. Upon SMPAS receiving a request to return Vendor's designs/merchandise, SMPAS will send Vendor an invoice for the shipping costs of the return package, which shall include add-ons, such as insurance and tracking, to the extent deemed necessary by SMPAS. If SMPAS owes Vendor a final payment resulting from a previous consignment sale(s), SMPAS may, at its discretion, offset the final payment amount to cover return shipping costs.

6. Responsibility for Loss or Damage

SMPAS will be responsible for the safe keeping of all consigned designs/merchandise while they are in its custody. If Vendor's designs/merchandise are lost or destroyed while in the possession of SMPAS, SMPAS shall be liable to Vendor only for the production cost of the lost or destroyed item(s).

7. Taxes

SMPAS agrees to collect and pay applicable sales taxes.

8. Pricing; Commission; Terms of Payment

Vendor shall retain control over the pricing of their designs/merchandise on the website, via the vendor portal. The minimum retail price for all items is \$5.00. SMPAS and Vendor agree that SMPAS's commission shall be 4% of the total sale revenue received per transaction, in addition to a \$3.00 flat rate fee, per item sold, regardless of the retail price of the designs/merchandise, and regardless of any promotional discounts Vendor has opted to apply to the designs/merchandise.

Payment to Vendor for all sold designs/merchandise will be sent once per month, on or around the first business day of the month, or on a different date if expressly requested by the Vendor and agreed to in advance by SMPAS. Said payment will be sent via a mutually agreeable payment processor. Unless otherwise agreed to by the parties in writing, said payment processor shall be PayPal. Vendor acknowledges and agrees that PayPal transactions will be sent at the friends and family transaction rate, to avoid the surcharges and fees attached to commercial PayPal transactions. SMPAS's return policy for all merchandise is 7 days. Due to the 7 day return policy, payment to Vendor for all sold designs/merchandise will not be issued until after the 7 day return period.

The Vendor is responsible for providing up to date correspondence information, to include at minimum an up-to-date mailing address.

If SMPAS loses contact with the Vendor after one (1) year or more, Vendor acknowledges that the consigned inventory will become the property of SMPAS.

9. Promotion

SMPAS shall use its best efforts to promote the sale of the designs/merchandise. Vendor understands that while SMPAS agrees to use its best efforts to obtain a sale of the merchandise, there is no guaranty a sale will occur. Vendor shall have the option of offering discounts on its designs/merchandise, via the payment portal on the SMPAS website.

10. Inventory

All consigned inventory items shall be tracked and managed pursuant to the SMPAS website vendor portal.

11. Procedures for Modification

Amendments to this agreement (including additional inventory sheets) must be signed by the Vendor and SMPAS and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

12. Signatures

Vendor Printed Name

Vendor Signature

Vendor signed date

SMPAS Representative Printed Name

SMPAS Representative Signature

SMPAS Representative signed date