## Giving Paws, Giving Paws & Friends Store and Vendor Agreement

This agreement is effective on date signed by Vendor.

The Store: Giving Paws & Friends, store proceeds support Giving Paw a 501(c)3 organization

Address: 323 N. Clinton Avenue, Ste 100, St. Johns, MI 48879

Contact Information: Kelly Schafer, Executive Handler

Email and Phone: ExecutiveHandler@gmail.com, 989-640-8091

The Vendor: Name:

Address:

Contact Information Email and Phone: Item(s) to sell:

The Store and the Vendor acknowledge and agree the Vendor has provided the Store with goods and/or services for sale on a consignment basis under the terms and conditions of this agreement and accordance with the laws of the state of Michigan. If any part of this agreement is adjudicated to be invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. This agreement shall be binding upon the parties, upon their heirs, executors, personal representatives, administrators, and assigns.

All sales made by Giving Paws & Friends as the Store are final; signage is posted. However, if a customer has a concern, Giving Paws & Friends will encourage the customer to reach out to the Vendor to maintain positive relationships for all.

This agreement constitutes the entire agreement. No representations or promises have been made except those that are set out in this agreement. This may not be modified, except in writing, by all parties.

The Store or Vendor may end this relationship for any reason with at least 30 days' notice to the other party. All unsold items will be returned to the Vendor at the Vendor's expense.

## Store, Giving Paws & Friends:

- Will use its best efforts to sell goods and/or service and safeguard items to the best of our ability.
- Communicate with Vendor on inventory status—low inventory, feedback, etc.
- Will provide opportunities for Vendor to promote their goods/services
- By the 15<sup>th</sup> of the month pay the Vendor for the goods sold during the prior month
- Receive 40% of proceeds from all Vendor's sales which are done within and under Paws & Friends—including the store space, special community events (i.e. Downtown Spring Fling), etc.

## Vendor:

- Consents to a criminal background check for assurance no convictism of animal abuse
- Deliver goods that are labeled with Vendor information and sale price to Store.
- Communicate with Store on inventory changes, needs, etc.
- Assist with ideas on displaying items (shelving, etc.)
- Receive 60% of sales from the Store. Sales tax is not included in this calculation.
- Responsible for updating any changes in contact and/or payment information.
- Support Store in promotion efforts (i.e. social media) of Paws & Friends.

Store, Giving Paws & Friends	
Vendor.	 Date

## **Vendor Reimbursement Method**

Per the outlined agreement, if a Vendor sold product during a month and is owed 60% in sales of their product at the close of a month, payment will be made by the 15<sup>th</sup> of the new month (i.e. January sales will be paid by the 15<sup>th</sup> of February).

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Reimbursement will come from Giving Pa	aws, which is the non	profit agency Paws & Friend	s supports.
Vendor requests reimbursement be made by (cho	ose ONE)		
□ Paper check (please note, Giving Paws is	unable to control the	time postal mail takes for del	ivery)
☐ Electronic Transfer of Funds (please note	Giving Paws is not li	able for any delay in an elect	ronic
transfer which is out of the control of Giv	ing Paws)		
<ul> <li>Type of account (circle one)</li> </ul>	Checking	Savings	
o Routing Number:			
Account Number:			
If at any time Vendor would like to donate	e any of their sale pro	ceeds back to Giving Paws,	Vendor must
put the gift in writing—i.e. an email sent to Execu	utiveHandler@gmail.	com confirming the donation	. A receipt
can be provided for tax purposes.			
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Vendor,	Date		