# Indemnify and Hold Harmless

All vendors shall indemnify and hold harmless Reclaimed on Main, all agents working on it's behalf against all damages, claim, and liability arising from or connected with the vendors control or use of the

#### **Discounts and Offers**

On occasion customers will ask for a discount or make an offer on merchandise. We will attempt to to contact you to finalize a sale via the phone number(s) we have on file for you. It is our goal finalize all sales at the time of interest, therefore, we offer the customer a 10% discount under the following conditions: The item is priced \$25 or more, and we were unable to reach you regarding the customer's offer.

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### **Inventory Criteria**

As aforementioned in our mission statement, we want to offer the best quality items. Reclaimed on Main owner and Manager reserve the right to approve/deny merchandise. We do not tolerate booths that have a garage or yard sale look. The following items are prohibited: Beverages, perishable items, cosmetics, personal hygiene products, alcohol, firearms, ammunition, fireworks, suggestive or pornographic items, hazardous or toxic materials. We have the right to remove items deemed inappropriate and will call you to come pick them up. Neither Reclaimed on Main or its agents will be held responsible for legal ramifications of any item offered for sale by a vendor. **INITIAL HERE:** 

booth or any area utilized by the vendor. This includes, without limitation any damage or injury to person or property. If Reclaimed on Main shall shall become a party to litigation commenced by or against the vendor, the vendor shall indemnify and hold Reclaimed on Main and its agents harmless. The indemnification provided by this paragraph shall include all legal costs and attorney fees incurred by Reclaimed on Main in connection with any such claim, action, or proceedings. The vendor hereby releases Reclaimed on Main from all liability for any accident, damage, or injury caused to a person or property, on or about the booth or other area utilized by the vendor. Notwithstanding wether such acts or mission may be active or passive.

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- 1) The vendor agrees that Reclaimed on Main reserves the right to refuse or cancel the vendors participation on the property at any time, for any reason. **INITIAL HERE:**
- 2) The vendor agrees that Reclaimed on Main reserves the right to change or modify this contract as necessary.

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3) The vendor agrees that any previous rental agreement for a booth located at 514 Main Street Shelbyville Ky 40065 becomes null and void at the time of execution of this contract.

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## **Customizing Spaces**

You may customize your rented space with paint, wallpaper, or other modifications only AFTER approval by store management. No paint modifications are allowed in the basement spaces.

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Reclaimed On Main 514 Main Street Shelbyville Ky 40065