

Whitby Enterprises, Inc. (WE inc)  
Andy Whitby  
Weldon Town Center  
221 Washington Avenue  
Weldon, NC 27890  
252-532-7504



I, ("Vendor") agree(s) to abide by the rules and regulations provided by Whitby Enterprises Inc. (WE inc), which allows Vendor to sell the merchandise described below at Weldon Town Center (the "Market") on the terms set forth in the Agreement (the "Agreement") below. I understand that this agreement constitutes a contract between myself as Vendor as licensee and WE inc as licensor. In consideration for my payment of rental fees established from time to time by WE inc, the Agreement if issued will give me the non-exclusive and limited right to sell the merchandise specified below from the space(s) set forth from time to time in WE inc's receipt for the fees that I pay. I understand that WE inc reserves the exclusive right to designate the vendor space(s) that I am licensed to sell from, to change my vendor space(s) from time to time, and to refuse to renew my agreement at any time, for any reason, or for no reason at all. I further agree to comply with all Rules and Regulations currently in effect, or as may be changed by WE inc from time to time. I understand that my Agreement may be revoked for violations of the Agreement or any other Rules and Regulations in effect from time to time. If WE inc agrees to grant Vendor a rental space pursuant to this Agreement WE inc will issue a receipt to Vendor for the payment of fees. In the event of a cancellation by the Vendor: NO REFUNDS. WE inc is not responsible for lost or stolen items. Revised 09-01-2016

BY AND BETWEEN This lease Agreement is made and entered into by and between  
Whitby Enterprises Inc, 501 Sycamore Street, Weldon NC 27890, hereafter called landlord and  
Name \_\_\_\_\_, hereafter called lessee.  
Address \_\_\_\_\_,  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

THE PROPERTY Vendor space # \_\_\_\_\_ in Weldon Town Center at 221 Washington Avenue, Weldon NC, is being rented "AS IS"

USE OF PREMISES The premises may be used as a retail store. List items your will be selling.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERM This lease began on \_\_\_\_\_ as a Month to Month Agreement.

RENTAL Tenant agrees to pay landlord a rent for each month of said term, **the sum of \$** \_\_\_\_\_ **.00** and in advance on the first day of each period, commencing on \_\_\_\_\_

Vendor Name (print) \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Vendor Agrees to follow the Terms and Rules attached.  
SEE BACK SIDE FOR ADDITIONAL TERMS & RULES

WE inc Rep. Signature \_\_\_\_\_

- 1) To maintain a Permanent Space, Vendor is agreeing to guarantee Weldon Town Center payment in advance of the first of the month. Credit, partial payment or deferred payment of space rental is not permitted. Non-payment of rent prior to the first of the month will result in Vendor's removal from the premises and banning from future set up.
- 2) There will be NO REFUNDS OF PAID RENTALS. The Payment Of Rent Constitutes a Contract between Vendor and Weldon Town Center. Vendor thereby agrees to adhere to the Market Rules and Regulations.
- 3) Vendors will not make alterations to the space in any way. No painting, wall paper, Electrical or construction. Vendors may not remove, re-arrange or relocate tables provided by the Weldon Town Center, unless they have written approval by Weldon Town Center. Vendors are not to work on merchandise in such a way that it will cause damage to Weldon Town Center property and vendors space.
- 4) All Vendors, are required to keep their area clean and free of hazards. ALL TRASH MUST BE REMOVED FROM Weldon Town Center PROPERTY By VENDORS EACH DAY (taken with you). NO TRASH IS TO BE LEFT BEHIND OR DISPOSED OF IN Weldon Town Center TRASH REMOVAL DUMPSTERS OR TRASH CANS.
- 5) Vendors may not place items for display or sale out of their designated area or in any walkway or in other spaces, booths or on other tables. Aisle, walkways and paths are to be kept clear for Customer traffic at all times. Any injuries or damages caused by vendor displays is the responsibility of the vendor.
- 6) In the open space areas of Weldon Town Center, there is a height restriction of 5' for any shelving unit, display case, rack or tower.
- 7) No open foods, food carts or food vending (including hot or cold drinks such as coffee, soda or juice) are permitted. Vendors may not sell or give away soda, juices, cold or hot drinks at any time. (this service will be provided by Weldon Town Center)
- 8) THE SALE OF FIREARMS, RACIST SLOGANS AND SYMBOLS, AMMUNITION, EXPLOSIVE MATERIALS, CHEMICALS, CHILD PORNOGRAPHIC, PORNOGRAPHIC or OFFENSIVE MATERIALS, LIVESTOCK, PETS, DRUGS, IVORY OR DRUG PARAPHERNALIA, ALCOHOLIC BEVERAGES, FIREWORKS, STOLEN PROPERTY, COUNTERFEIT GOODS, PIERCING OR ANY SERVICE THAT MAY BE DEEMED OFFENSIVE BY WELDON TOWN CENTER & WHITBY ENTERPRISES INC. IS ADDITIONALLY STRICTLY PROHIBITED. MANAGEMENT RESERVES THE RIGHT TO HAVE ANY ITEM OR ITEMS REMOVED FROM SALE AT ITS SOLE DISCRETION. ANY ITEMS CONSIDERED ILLEGAL TO SELL BY THE USA AND THE STATE OF NORTH CAROLINA IS PROHIBITIVE.
- 9) Soliciting, walking sales, free giveaways, drawings, surveys, opinion polls, raffles and/or petitions are not allowed without the express permission of the Management.
- 10) No SELLING other Ex-Weldon Town Center Vendors' merchandise unless approved by a Weldon Town Center representative in writing.
- 11) All Vendors are responsible for paying their own State of North Carolina Income Taxes & Federal Income Taxes as well as North Carolina State Sales & Use Tax collections and reporting. VENDORS can register <http://www.dorncc.com/taxes/sales/specialty.html>
- 12) Vendor's will conduct themselves in a professional, courteous manner at all times. The use of loud, profane or abusive language is not permitted. All vendors are responsible for their merchandise, equipment, their actions and the actions of their employees.
- 13) Smoking and the use of Electronic Cigarettes within Weldon Town Center will result termination of rental. VIOLATION OF ANY OF THE ABOVE NO SMOKING POLICIES. PROCEDURES, AND RULES MAY RESULT, BUT WILL NOT BE LIMITED TO FINES. BANNING. EXPULSION AND PROSECUTION.
- 14) THE CONSUMPTION OF ALCOHOLIC BEVERAGES, BY VENDORS AT ANY TIME ON WELDON TOWN CENTER PROPERTY IS STRICTLY FORBIDDEN. ANY VENDOR FOUND CONSUMING ALCOHOLIC BEVERAGES WILL BE REMOVED FROM WELDON TOWN CENTER PROPERTY BY SECURITY AND WILL LOOSE THEIR SALES LOCATION AND BE BANNED FROM FUTURE SELLING AT THE MARKET.
- 15) Vendors may not permit their children to be about Weldon Town Center property unsupervised. Failure to properly supervise children may result in Vendor being banned from selling at Weldon Town Center.
- 16) For safety of vendors and shoppers, no roller skates, skateboards, bicycles, hover boards or any human powered vehicles are to be ridden or operated in the building with the exception of wheelchairs.
- 17) Weldon Town Center Vendors are at no time permitted the use of Hot Plates, Space Heaters, Coffee Pots, microwaves or refrigerators within the Weldon Town Center. Use of such items may result in immediate eviction and banning from the Market.
- 18) Any sound emitted from any type of amplification equipment must be maintained at a minimum volume according to management discretion. Failure to comply may result in eviction from the market.
- 19) No burning anything! NO OPEN FLAMES!
- 20) Weldon Town Center may at its discretion force a Vendor to move and relocate to a new location in the building.
- 21) Management will not recognize or honor the saving of spaces by any person unless paid for in Full.
- 22) Vendors Indoors are not permitted to have animals of any type (excludes certified service animals) with them on WE inc Property while vending.
  - \*SERVICE ANIMALS
    - a) Is this service dog required because of disability? \_\_\_\_\_
    - b) What is it trained to do to mitigate the disability? Please Print \_\_\_\_\_

(Animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional well-being are not Service animals.)
- 23) Vendors are not to park on Washington Ave. Park on side streets or town parking lots. Leave the street parking in front of the building available for customers.
- 24) Vendors are not to open the rear exit door unless there is an emergency.
- 25) DO NOT THROW SANITARY NAPKINS, TAMPONS, DIAPERS, PAPER TOWELS IN TOILETS.
- 26) FACEBOOK Group Pages Behavior: Vendor's will post in a professional, courteous manner at all times. Any vendor who does not follow these rules will be removed from the group(s).
- 27) Indemnity: Vendor hereby waives, releases, and agrees to indemnify, and hold harmless Whitby Enterprises Inc, its partners, officers, agents, subcontractors, volunteers from any and all liability, for damage to or loss of property or for bodily or personal injury (including death) of Vendor or of any Vendor Party.