

The Ark Vendor Agreement

Updated 6.20.2025

Contract Term

The Ark operated on month-to-month agreements with no long-term responsibility.

A 30-day written notice (ben@thearkmcperson.com) is required to be turned into management for any booth cancellations. Cancellations must be turned into management, via email, on the first day of the new month.

If a client prefers to move out without giving proper notice, they do so with the understanding that rent will never be refunded

If a client's items are not completely moved out with their space cleaned by the last day of the month, they will be charged penalty fees.

Store Closures

The Ark closes for Easter, Thanksgiving, & Christmas. Appropriate notice will be given if The Ark closes for unexpected events, such as severe weather or life emergencies.

Pricing

Booth space rents for \$3.50/sq ft per month. Price per square ft is subject to an increase of no more than 5% per year. Booth rent is a recurring monthly expense.

Each client is responsible for monthly membership fees of \$20 per client, per month.

The store earns 15% commission on all sales

Booth Rent & Fees

Booth rent will be directly withheld from a client's check after the first month, provided the client has made enough to profit.

If a client did not sell enough to cover rent and fees, they will be invoiced.

Getting Paid

Clients are paid monthly by check on the 5th day of the month, and checks must be picked up in the store.

Sales earnings are cut off on the last day of the previous month. Checks are valid for 30 days. Statements of what sold and for how much will be available for clients in the online portal.

If a check was lost or stolen and the client wants a new check to be issued, a Stop Payment fee of \$35.00 must be collected before a new check is issued.

It is a client's responsibility to get their check and access the funds in a timely manner. Checks that aren't picked up by the end of the month that they are issued are voided and shredded. At the client's request and with management approval, a new check can be issued for expired or lost checks for \$5.00/check.

Online Gateway

The Ark purchases a subscription to a point-of-sale software that offers clients the ability to check their sales online at any time. This gateway publishes information real-time throughout the day.

The Gateway is available at www.thearkmcperson.com/vendors.

Insurance

The Ark assumes no responsibility for loss, damage, or theft at any time.

Clients assume sole risk of loss, theft, or damage to merchandise and other personal property belonging to the client.

Clients are encouraged to purchase insurance to protect their items. The Ark does not supply or offer insurance.

Client agrees to indemnify and hold management and the owner of the market and employees harmless from any liability damage, cost, or expense (including reasonable attorneys' fees and court costs) arising from (a) clients' use of or activities in or around client spaces or the market premises and/or (b) injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures in client's space, or from merchandise, other property or other items sold or exchanged by client.

Sales Tax

It is the sole responsibility of The Ark to collect and remit sales tax on behalf of the client.

Vendor Identification

All clients will have an identification number and that number must be shown on all merchandise tags and all property of the clients, including displays, partitions, and shelving.

Clients shall use the pre-approved pricing stamps on all price tags unless otherwise approved by management.

Pricing

Clients supply their own tags, although tags can be purchased at The Ark.

Care must be taken by the client to create price tags that are clear and easy to read. The Ark is not responsible for errors if the writing wasn't easy to read.

Every item must be priced.

Pull-tag price sheets are not allowed, nor are “everything in this tote is \$1” types.

On items that have multiple pieces, each item must be tagged.

If an item does not have a valid and complete pricing tag, it may not be sold.

Clients must use string tags at least 2 1/4” x 1 7/16” big. Having tags that The Ark can audit in the case of a challenge or mistake is important. There are common sense exceptions to the string tag rule. Management will hear those requests.

String jewelry tags are not allowed.

Clients must describe the item in approximately 4 or fewer words, although there are exceptions

On electrical or mechanical items, the client must write “Works” if the item is tested and guaranteed to work, “Untested” if the client has not tested the item, or “As Is” if there are faults with the item/

Additionally, clients shall write “As Is” on any item with noticeable damage, such as a chipped dish, tarnished material, a book with a poor spine, etc.

If the item is on a stand or hanger, client must write “NFS” (not for sale) and the booth number on the item if the client wants The Ark to not let the item go out with the purchase.

Installing Personal Security Devices

Clients must first pre-approve the recording device(s) with management and then must clearly display signage in their booth stating that video, audio, or video & audio recording and monitoring is taking place.

Discounts & Running Sales

If a client wants to lower the price of an item or a few items, the client may use a red pen to make a single line through the price, and write the new price on the tag, and initial the change.

To activate a sale, clients must call the store (620-718-2036) or let staff know when they’re in and ask to enter a sale. The Ark will then put the item on sale in the computer and will make and display a sale sign. When putting items on sale, the entire booth must be on sale, minus any items with “firm” on the price tag.

If multiple clients are in the same booth space, all clients must run the same sale simultaneously.

If the client does not want an item to be discounted when the booth goes on sale, or does not want to entertain offers via a phone call from The Ark, the client must write "Firm" on the tag on the same side as the description, price, etc.

Staging Booth Spaces

When a client sets up their booth space as they are moving in, they are encouraged to change the booth's appearance and add partitions. Any significant construction plans should be pre-approved by The Ark management.

Clients may display their approved trade name sign with their rented booth. Signs must be professionally lettered or of very good quality. All other signs or trade literature must be approved by management. Clients are not allowed to advertise other events or businesses not sold within The Ark without management approval.

Shelving units and merchandise shall be approximately 6ft or under. People cannot reach items above this, making it difficult for security cameras to see into booths.

All partitions, walls, counters, lighting, etc. must be safely secured. Clients are not allowed to paint their booth space.

Any damages to property caused by a client will result in the client being responsible for repairs or replacement

All shelving units, rugs, holiday decor, mirrors, ring holders, etc. that are used for display purposes only must have clients number written on them along with "NFS" (not for sale) if client does not want to sell them.

Using a locked box

Some clients put a locked display case or box in their booth. The Ark must be furnished with a key to this box.

Fire Laws, Regulations, and Safety

All pertinent fire codes, laws, ordinances, and health, fire prevention, and public safety regulations shall be strictly obeyed.

Surge protectors are allowed, but no "daisy chains" (surge protectors plugged into another)

Timers must be used

Client agrees to keep all merchandise within the marked boundaries of the booth.

Spotlights or scent-producing products may not be used

Restocking Booth Spaces

Clients can restock their booths anytime the store is open.

Please be courteous of other booths and of customers: do not block aisleways or others' booths. Clients wanting to do substantial work in their booth must do so at times that are not busy in the store. It is expected that when clients bring items into the store, the items should already be cleaned, tagged, and priced.

Clients are required to restock and range their booth space(s) at least once every two weeks. Staff will electronically sign clients in each time they service their booth.

When stocking, clients shall use the south doors to enter and exit. Park in the South parking lot. This ensures items come in and out the appropriate doors. Please park in the appropriate stalls and follow the flow of traffic.

Clients may use the store's industrial work carts and are encouraged not to use shopping baskets or carts, as those are reserved for customers. Shopping carts are not allowed outside the store to maintain clean, rock-free tires.

Cleaning

Clients must thoroughly clean their space(s) at least once a month. This involves dusting all shelving and products, sweeping the floor inside the booth, etc.

If a client's booth space is dirty, The Ark may need to clean the booth space. A \$25 cleaning fee will be subtracted from the client's account. Want to avoid this fee? Be sure to dust and clean the floor at least once per month.

Prohibited Items

The Ark reserves the right to restrict the sale, display, or distribution of any objectionable material, photographs, films, books, etc.

Any fines levied for selling improper goods are the sole responsibility of the client in question, and The Ark will not be held liable.

Remember, this is a family-friendly environment. No nudity, curse words, slurs, etc. When in doubt, ask!

No items under \$1.00 may be sold.

No items that are clearly fraudulent are allowed. This includes "fake" name-brand purses, watches, or items like bootleg DVDs.

No free items or giveaways of any kind in booths, including candy.

Clients are solely responsible for the licensing of the items they sell. For example, if a vendor sells a Chiefs or Disney t-shirt, sign, etc. that they have made, they are legally responsible for the licensing of that item.

Clients cannot promote sales outside the store by displaying posters, business cards, contact forms, etc.

Restricted items include:

1. Food unless pre-approved by Ark management. Clients must have a state-certified kitchen that has passed regular inspection. Clients must display their license alongside their product(s).
2. Illegal weapons, including brass knuckles
3. Firearms and ammunition
4. Pocket knives that aren't locked up
5. Homophobic, racist, or sexist materials are not allowed, despite any historical context or value.

Paid in Full Items

Customers may purchase items and not be able to take them with them on the same day. This usually happens with furniture purchases. Customers are given three calendar days to pick up items.

Items will remain in the tenant's space until the customer picks up. In certain cases, arrangements may be made if the store has space to store this item to get it out of the client's booth.

If the customer does not pick up the item after 3 days, the client is allowed to resell.

Vendors Going Rogue

All sales earned by a client's presence in The Ark must go through the point-of-sale system.

Clients working their booth may negotiate a special deal or reduced price but are not allowed to complete the sale on premises without going through the register.

There are no "parking lot" deals.

Clients also listing an item online must ensure the payment goes through The Ark.

The Ark expressly does not wish to become a storage facility.

Any sale that does not go through the register will violate this agreement and cause it to be immediately terminated without any refund of rent or fees.

Holiday Merchandise & Decor

Holiday decorations may be put up 30 days before the holiday and must be taken down within 7 days of the holiday's conclusion.

Holiday items not in season cannot be in the store without the written permission of The Ark management.

Subletting

Clients are not allowed to sublet their booths. The extra client(s) will need to have a code assigned to them, pay client fees, stay "in the know," etc., and sign the contract.

Returns

Generally speaking, all sales are final. However, in cases where a tag was misleading (for example, listed as depression glass but found to be a different form of glass; a DVD that didn't work, an electronic item that didn't work, etc), there may be times to issue a refund to the customer at the client's expense.

If a client lists an item as "As is" on the tag, this would prevent a return.

Vendors with Complications with Maintaining Their Booth

There may be a situation where clients are not able to maintain their booth due to difficult situations, including being incarcerated or experiencing major medical concerns. In severe cases, the client could pass away.

The Ark is sensitive to these situations and will handle each situation delicately and employ common sense

Clients are encouraged to have an additional point of contact on file with The Ark, and this person shall be allowed by the client to make decisions regarding the booth. Including taking possession of remaining inventory.

Booths Underperforming

After the initial month of move-in, if a Vender goes 2 consecutive months without making booth rent, their contract with The Ark may be severed.

If at any time a booth goes a full month without selling even a single item, the contract will be severed.

Clients are encouraged to understand that this is not a judgment of the client. Instead, it is just feedback from customers that the items being presented by the client are not desirable for whatever reason, and this business partnership is not working. While The Ark enjoys close personal relationships with clients and works to create a family atmosphere with vendors, it is important to understand that this is ultimately a business agreement and must be profitable for all parties.

Terminating the Contract

If the client is not fulfilling their end of the contract or is no longer welcome to vend at The Ark, they will be contacted by The Ark management and given notice to vacate.

Amending the Contract

This agreement will be changed and updated as needed.

Clients will be given notice of the changes and will be provided an electronic copy of the contract

Any changes to rent or fees will be promulgated to the clients at least 3 months in advance.

Client Vendor Number: _____

Client Name (printed): _____

Client Name (signed): _____

Date Signed: _____