AAAWT Rental Space Program Renter-Tenant Information Package

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Antique Associates Renter-Tenant or Space-Rental Program Renter Information Package

General Process Steps of Renting a Space from AAAWT

- 1. Contact Lynn Hillier at <u>lch@aaawt.com</u> or 978-597-8084 for AAAWT Renter Program Information
- 2. AAAWT will forward a Renter Information Package for Review.

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- 3. Renter should review package for general terms, and contact Lynn Hillier for clarification if required
- 4. Once Renter is ready to move forward, Renter should review Renter Contract in Detail
- 5. Renter should send e-pictures or hard copy photos to Lynn Hillier for preliminary discussion on potential Renter Options. Any information such as description, condition, expected price, etc. is helpful in the discussions, along with amount of material, size, etc.
- 6. Once AAAWT has had an opportunity to review the material, AAAWT will respond within 3 working days to discuss preliminary interest, and to set up a phone call or meet time, whichever is appropriate
- 7. Renter merchandise and Contract Terms are reviewed, and a tentative agreement is reached. This agreement is memorialized in writing via email or snail mail by AAAWT to avoid any misunderstandings.
- 8. Once agreement is reached on Rental Contract space, merchandise parameters, price, terms, etc., a standard AAAWT Renter Contract is filled out and signed by both parties.
- 9. Once Renter contract is signed, and merchandise is on-site at AAAWT, the process of decorating the booth or space, taking pictures, adding a web spot, etc.. is completed. This process is standard.
- 10. Once Rental Booth is populated, the sales process begins per whatever agreement has been made. At option of AAAWT, Lynn Hillier may provide assistance with decorating,etc. See Contractual terms.
- 11. Renters are contacted, paid, etc. per terms of contract, and per the schedules laid out in AAAWT's Sales Policy, found later in this document. Be sure to read Credit Card policy
- 12. AAAWT continues with sales process until item is sold, withdrawn or returned per contractual agreement.
- 13. All terms of the relationship are spelled out in the AAAWT Renter Contract

Other steps may be included, but in general most renters follow this process.

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Some Things to Consider as an AAAWT Renter-Tenant

- 1. Privacy is guaranteed. Name of renter, buyer, prospect, etc. are not disclosed at any time, or for any reason. AAAWT takes privacy and protection of confidential information seriously.
- 2. All services such as photography, captions, posting, advertising are paid by AAAWT, and are at the sole option and discretion of AAAWT. Pictures, captions and research remain the property of AAAWT regardless of whether or not item sells
- 3. Renter delivers merchandise, or pays shipping or delivery to AAAWT, and again if item(s) are not sold and withdrawn or returned. Renter is responsible to get merchandise to AAAWT, and for pick-up or returns.
- 4. Customers are offered Layaway terms unless prohibited by Renter. Layaway is a primary motivator for sales in a sluggish economy, and consignors are encouraged to allow them.
- 5. AAAWT charges for shipping at cost, with no additional fees. See Sales Policy
- 6. All merchandise remain property of the owner until buyer pays in full.
- 7. No objects shipped to buyer until paid in full.
- 8. Insurance on merchandise is the responsibility of the renter unless agreed in advance. This include in-transit, and while on site at AAAWT. AAAWT agrees to take reasonable care of all items, with that as the sole limited responsibility.
- 9. Renters are paid twice monthly; on first and fifteenth of the month. Payments do not occur until item is paid in full by buyer unless agreed in advance by AAAWT General Manager in writing.
- 10. AAAWT and renter agree on all sales estimates as part of the contract or agreement process. AAAWT sells renter merchandise at tagged price with a typical 10% discount.
- 11. AAAWT will not unilaterally change any price without written permission from renter. All reaonable sale offers are passed to renter for approval or refusal, within reason.
- 12. Written Renter Contract or Agreement is the final word on any dispute. If nothing is written in the contract, the AAAWT Sales Policy or Standard agreement is the final word.
- 13. AAAWT offers different forms of payment to buyers, especially retail buyers. It is up to the renter if credit cards are to be accepted, and renter must cover costs of credit card use as charged by respective credit card company. Fees rarely exceed 3%.
- 14. While AAAWT personnel will assist with booth or case decoration, it is at the sole discretion of AAAWT personnel as to frequency, extent, and timing.
- 15. Every relationship AAAWT has with our Renter-Tenants, Consignors, and Buyer-Clients is of equal importance. We do not favor one over the over as it takes all of us to make this work.

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Main House Gallery Room and Case Rentals RENTAL AGREEMENT SERVICES, COSTS, AND DISCLAIMERS

Please Read Each Item Completely as These Terms Cover The Full Term of the Rental Contract

A. Rent Payment: Rent is monthly, prorated by start date, and payable in advance. If agreed to by Main House Manager, rental cost is fixed for one year from signing.

B. Notification Before Leaving: One Full Month by Renter., but Renter can be asked to leave at any time without notice for any legal or AAAWT Policy violation.

C. Notification Before Rate Increase: One Full Month, but no Increase For One Year. (See A.)

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D. Main House Gallery Photos: One per month for Single Case; Two For Double; Three for Room.Photos are selected by AAAWT (not renter) based on what we feel will sell best. Any additional photos are at the sole discretion of AAAWT.

E. Additional Main House Gallery Photo Listings: AAAWT cannot increase photos beyond what is stated in D (above) Instead, if Renter would like to increase exposure, we recommend that the renter Consign at 20% of Sale Price (cannot increase price to compensate) AAAWT reserves the right to refuse publishing a photo or item on the web site if, in AAAWT's sole opinion, the item is not consistent with the image of AAAWT, or the item may not be properly described.

F. Pictures on Request to Prospective Buyers (when requested by renter): Two Per Month at No Cost; \$10 ea. for any additional up to 5 pictures or \$50 Max. Note: These are pictures requested by the renter for others. If an in-house customer wants a picture of an item on display, and requests a picture to show spouse or customer, no charge as it is simply part of selling.

G. Tag and Description Requirements; Date and Reasonable Description which allows buyer to validate purchase. Must Support AAAWT Sales Guarantee. All Tags include Item Number, description, Retail Price, Discount Price and Stock Number. (See Example)

H. Method of Payment Accepted by AAAWT for Sales: Cash, Check or Money Order at No Cost to Renter. Credit Card Charges assessed to Renter (if accepted at time of contract) See Sales Policy on <u>WWW.AAAWT.COM</u>

I. Booth or Space Restocking Requirement: Booths must be restocked at a minimum of Every Month, (sooner or later depending on sales). AAAWT employees will continually redecorate a booth or room where merchandise has been sold, but it is up to the renter to ensure adequate merchandise to support the renter's sales goals.

J. Oversized Items: Is item is any item that will not fit safely into the renter's space. Excepted by L. Hillier's permission.

K. Storage for Left or Abandoned Items: No Storage Available. Returned at Renter's expense, or \$10 per day storage.

L. Shipping or Return of Merchandise at Renter's Request; All returns are the responsibility of the Renter, including cost of shipping. Min. \$15 shipping charge, but otherwise at actual.

M. Consignment: AAAWT will accept consignments from renters independent of Rental Agreement. Consignments are standard at 20% with No Increase in price to compensate.



Page 3A Rental Contract Continued

Main House Gallery Room and Case Rentals RENTAL AGREEMENT SERVICES, COSTS, AND DISCLAIMER

N. Product Guarantee: All Renters must support AAAWT's Guarantee policy ON ALL SALES (See Policy on <u>WWW.AAAWT.COM</u>) If a renter's merchanidise is returned for any reason in the AAAWT Sales Policy. Renter is liable

O. Renters are paid for Completed Sales on 1st and 15th of each month. Renters are not paid until Guarantee period has expired. Renters are not paid until payment is cleared. (See Federal and Mass Banking Laws regarding Check Clearance)

P. AAAWT accepts Lay Aways per AAAWT Sales Policy . Renters are required to support this policy or risk losing a sale. AAAWT will not prepay a renter for a partially completed Lay Away. No merchandise is allowed to leave the premises until it is paid in full, and no renter is paid until the payment is cleared and guarantee period is expired.

Q. AAAWT DOES NOT GUARANTEE ANY SALES AMOUNT OR DOLLAR RETURN FOR ANY RENTER.Renters are encouraged to review our recommendations on pricing merchandise prior to offering merchandise. In simple terms, merchandise is much more likely to sell at a fair price than at an inflated price.

R. Assistance in Moving Items or Packing. In the case of large items, or large quantity of items, incoming or outgoing, AAAWT requires a FULL 24 HOUR Notice before any commitment to help with carrying or moving.AAAWT will assist only when it is deemed reasonable, and when there is no danger of injury.

S. No Hazardous Materials are Allowed on the Premises at any time, for any reason.

T. AAAWT is a NO SMOKING FACILITY. No Exceptions. Smokers may use the picnic table outdoors, but do so at their own risk.

U. Renters understand that AAAWT is an 18th Century Facility, and there may be areas or locationswhere navigation may be difficult. Renter agrees to HOLD HARMLESS AAAWT and All Employees for anyIssues that may arise, or damage or injury to person or object.

V. AAAWT Does NOT MAINTAIN INVENTORY CONTROL, and is NOT RESPONSIBLE FOR LOST OR STOLEN OR DAMAGED ARTICLES. Renter Agrees to Maintain Insurance Policy that covers theft, loss, fire, breakage, etc.for any and all inventory related to business with AAAWT. AAAWT does have fire alarms, burglar alarms, entry codes, etc, but does not have a sprinkler system. Inventory on the premises of AAAWT is at the risk of the renter, consignor, or buyer, whoever has ownership interest. Signer of this agreement accepts liability for any required insurance or other loss coverage.

W. AAAWT reserves the right to remove questionable material from the display area. AAAWT will safely store the material until the renter can retrieve or arrange for shipment. AAAWT takes the AAAWT Written Guarantee Seriously, and cannot allow questionable material in the Sales Area.

X. Renter is allowed to use the AAAWT LOGO in any advertising, only while an active renter, and only when AAAWT Quality and Guarantee Requirements are Upheld.

I have read and agreed to ALL Terms Listed ABOVE:

(renter)

Date:

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Main House Gallery Room and Case Rentals RENTAL AGREEMENT SERVICES, COSTS, AND DISCLAIMER

AAAWT USE ONLY: Renter Space-Rental

Space Rented: (see chart below)	
Space Description: (see chart below)	
Renter:	_
Effective Date of Rent (1st Day of Full of M	Month):
Prorated Rent: (partial of current plus full r	nonth) \$
Paid BY:	_ Date of Payment:
This 3 month contract covers: (partial mont	th plus next 3). Provide Specific
Dates:	
Name of Renter	's Business:
Mass Tax Exemption	Certificate Number:
Business Address:	Please Attach Business Card Here:
Business Address:	
Phone Number: Business:	Other Phone:
Phone Number: Cell o	r Home: Email:
A COPY OF THE BUSINESS TA	X EXEMPTION CERTIFICATE HAS BEEN FILED WITH AAAWT Y INITIAL
CONTRACT NOT VA	LID UNTIL SIGNED AND DATED BY BOTH PARTIES:
RENTER	DATE:
AAAWT:	DATE:





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AAAWT Sales Policy

Antique Associates at West Townsend, Inc. offers merchandise of exceptional value and rarity to Collectors, Institutions and to the Antique Trade. Terms and conditions may vary , and we recommend that you read this page to understand our working policies.

Guarantee To Retail and Institutional Customers

Definition: A Retail Customer or Institutional Customer is not in the business of buying and selling antiques for profit. Retail and Institutional Customers may pay by cash, check, money order or credit card, and are responsible for any applicable sales tax as dictated by the Mass. Dept. of Revenue.

All items sold by Antiques Associates to Retail and Institutional Customers are guaranteed as represented as to age, origin, repair status, and authenticity. When used, the word "circa" denotes that an item is an approximate age rather than a specific date of manufacture. For the purpose of our guarantee, we will us 20 years as the age parameter for the use of "circa"

We offer the Retail and Institutional Customer a reasonable period of time, generally three days, for the Retail and Institutional buyer to authenticate and validate the purchase, as noted in our Refund section below.

Refunds to Retail and Institutional Customers

If purchased in Person: Merchandise may be returned for any reason within Three Days from purchase date. We choose to allow the Retail and Institutional Customer enough time to examine the purchase, and determine if the purchase is correct for their collection or setting. Merchandise must be returned by buyer to our facility in the same condition before refund is given.

If purchased by Mail: Merchandise may be returned within Three Days from receipt for any reason. We require telephone or email notification that the return is forthcoming, and of course expect that the merchandise be returned in the same condition as sent. We also ask that the merchandise be returned promptly so that it may be offered to others.

Material Misrepresentation: Unfortunately, the best of us make mistakes, and we want our customers to be satisfied with their purchase. Because of that, we allow One Week for the return of items due to a material misrepresentation A material misrepresentation exists when an item is found to be a fake, fraud, or to have been grossly misrepresented as to age, authenticity, repair status, or some other major factor. Although rare, items in this category are returned at the expense of Antique Associates at West Townsend. We will not penalize you if it is our mistake.

Although we provide the policy of returns within three days for any reason, items returned for any reason other than a material misrepresentation are returned at the full expense of the buyer, and are expected to be returned in the condition as when purchased.

Refunds are not given until the items has been safely returned to our facility.





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AAAWT Sales Policy (continued)

Guarantee To The Trade, also known as Antique Dealers

Definition: The Trade or Antique Dealer is any person with a resale certificate and who is buying for resale, or is asking for special considerations as an antiques dealer. These folks are subject to a common set of commercial rules and responsibilities, including any and all IRS, Sales Tax Exemptions, and other applicable laws.

It is our position that the trade is on equal footing with other members of the trade when it comes to in-person sales, and that one dealer should know enough about what they are buying to make an informed decision. We are happy to place an item "ON HOLD" while a dealer investigates a potential purchase, but once an item is sold to the trade, the item is sold!

If Purchased in Person: All sales to the trade that are made in person at our shop in W. Townsend, or in person via sales representative in your home or place of business are final. As noted above, you may place the item "on hold" while you perform due diligence, but once the merchandise changes hands, the deal is final.

If Shipped or Mailed: If we make a sale to the Trade or to an Antique Dealer, and it is sent via Mail, Commercial Carrier, or Delivered, we allow the item to be returned within 24 hours of receipt for major differences in description or material misrepresentation. Because we offer extensive details and photography prior to shipping, cost of return shipping and insurance are the responsibility of the buyer.

NOTE: The definition of material misrepresentation is that the item is found to be a fake, fraud, has been repaired or altered without disclosure, or there is a substantial error in the dating of the object; or other material differences in fact.unless an item was materially misrepresented. 24 Hours are Allowed for Discovery, and then All Sales of "Shipped or Mailed" merchandise Are Final.

Please Note: In the case of a difference of opinion, Antique Associates may require written expert examination of the item before accepting the return.

There are no returns to the trade for "Buyer's Remorse".

Shipping Charges

Each package, containing a single item or multiple items, is subject to a minimum charge of \$15.00 (Fifteen Dollars). Buyers are expected to pay the full price of all shipping including insurance, and insurance is required on all purchases. We will work with you to minimize costs, and of course you may choose your own carrier or make your own arrangements Payment for shipping may be paid for with payment for merchandise, or you may be invoiced separately. Please see office manager for details.

Payment

NO MERCHANDISE IS SHIPPED OR REMOVED FROM PREMISES PRIOR TO FULL PAYMENT.

Retail and Institutional Customers may pay with cash, personal or business checks, debit cards and all credit cards.

Trade or Antique Dealers paying trade prices may pay with cash, check or money orders Only. Antique Dealers requesting to pay with credit cards or debit cards must apply for an exception with a sales representative Because our consignors are responsible for credit card fees, we must obtain their approval before granting the exception.





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AAAWT Sales Policy (continued)

Sales Tax

Antiques Associates at West Townsend is fully compliant with the applicable Sales Tax laws of the Massachusetts Dept. of Revenue, and will collect sales tax where the law applies. Mass. Dealers must fill out the applicable exemption form providing their exemption number. Out of state dealers fill in 8910 Directive and provide us with Business Card or other means of identification indicating that they do business in another state.Non-Profit Institutions must fill out the applicable Sale Tax Form, and provide us with their Tax Exempt Certificate from their respective state.

Layaways are available to Retail and Institutional Customers, and to the Trade or Antique Dealers

Terms: 30% down with 45 days to pay. Down Payments are NON-REFUNDABLE. Other terms are negotiable. Please see a Sales Representative if you require other terms.

Upon receipt of your FULL and FINAL payment, items are generally shipped the same day, or may be removed from our facility.

Antique Associates at West Townsend reserves the right to HOLD MERCHANDISE UNTIL PAYMENT CLEARS.

We are All in This Together!

For every transaction, Antique Associates at West Townsend believes that our goal as broker is to facilitate a process which allows a willing seller to offer quality merchandise to a willing buyer at a fair price; allowing adequate information and time to make an informed decision through the process of due diligence; and that the final decision results in a transaction which both seller and buyer are completely satisfied.

As brokers, we pledge to do our very best to facilitate this arrangement, and we strongly recommend that both buyer and seller do their best to protect their own interests. While we endeavor to offer the very best in photography and descriptive services on behalf of our consignors, we also believe that our buyers must take an active role in making the transaction successful by doing any necessary research, and by performing reasonable due diligence. We also feel that our consignors must provide fair and truthful information, and that the asking price must reflect the value of the merchandise.

As reprentatives of our Renter-Tenants, we will do our best to offer your merchanised as you would. In a reciprocal sense, we ask that you respect our Guarantees of Authenticity, and that you understand the need to charge a reaonable price for your merchanise. AAAWT cannot be expected to sell an item for more than it is worth as that is not good for anyone, and generally will have a negative impact on future business. We'll do our best, and ask the same from our Renter-Tenants.

If we all do our best, the results can be nothing less than excellent!

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Guidelines for Our Consignors, Renter-Tenants And Customers

The Role of Broker and Renter reprentative places Antique Associates squarely between the seller and prospective buyer. In order to accomplish this role, and to meet our goal of 100% customer satisfaction, we need our consignors or renters and customers both to support our mutual goals, and to act within the guideline boundaries set forth below:

A Successful Transaction is one in which a willing seller offers a willing buyer merchandise, and as a part of the process provides accurate information as to age, origin and authenticity. The buyer is responsible to perform due diligence to ensure that their own interests are protected, and adequate time is allowed for this process to be completed. A successful transaction is one in which a willing seller pays a willing buyer a fair price, that there is a meeting of the minds over the terms of the transaction, and valuable consideration is passed in exchange for the merchandise.

We at Antique Associates offer our consignors and renter-tenants the following guidelines:

1. Accurate description as to age, origin and authenticity. Of course we realize that not all consignors and renters can be expert in all subjects, and in the case of inheritance or acquisitions outside of the comfort zone, may not have a full understanding of the item. We will be happy to assist with descriptions in these cases, and of course will still welcome the input and assistance of the consignor.

2. A price that is fair to the buyer. We will be happy to work with you on this.

3. A reasonable time or guarantee period in which the buyer is allowed to authenticate or validate the purchase. (not to exceed a week without exceptional and agreed upon terms)

4. That the consignor and renter-tenants share our goal of 100% customer satisfaction, and that every step is taken within reason to ensure that we meet or exceed this goal.

We at Antique Associates offer our Customers the following guidelines:

1. Due diligence is investigating all purchases, and that the customer take equal responsibility is designing and executing the contract to purchase.

2. Fair and good faith negotiations.

3. Complete the due diligence portion of the contract per the terms and timing of the contract.

4. Meet or exceed the payment schedules at outlined in AAAWT's and the contracts specific rules and terms.

Bottom Line: It is the joint responsibility of the Seller, Buyer and Broker to ensure that we all meet the goal of 100% Customer Satisfaction.

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Page 8 Contact Listing

Main Phone Number: 1-(978)-597-8084 Fax Number: 1-(978)-597-6704

Antique Associates at West Townsend, PO Box 129W (U.S. Mail)

473 Main. St, (Physical Address & Shipping), W Townsend, Ma. 01474 U.S.A.

OPEN YEAR ROUND Ex Major Holidays: 7 Days 10:00-5:00 Eastern U.S. Time

Contacts and Inquiries

Web & History Gallery Sales , Brokerage Programs, Ad Sales

David Hillier Lynn Morin	<u>drh@aaawt.com</u>	1-978-597-8084
	lfm@aaawt.com	1-978-597-8084

Antique Arms Gallery, Arms Brokerage Programs

David Hillier Aaron Littlefield	<u>drh@aaawt.com</u> ajl@aaawt.com	1-978-597-8084 1-978-597-8084		
Policy, Press, Advance Notice, Business Issues, Copyrighted Images, MAD and BEE Ads				
Rob Morin, GM	robmorin2@verizon.net	1-978-597-6935 M-F 10-5 only		
Main House Gallery, Dealer-Tenant, Room & Case Rentals				
Lynn Hillier	<u>lch@aaawt.com</u>	1-978-597-8084		
Consignments & Brokerage Programs, Appraisal Days				
David Hillier Lynn Morin	<u>drh@aaawt.com</u>	1-978-597-8084		
	lfm@aaawt.com	1-978-597-8084		

Web Site Issues, Technical Inquires, Computer, Hardware or Email

Call the Main Phone at 1-978-597-8084 Your Call Will be Directed

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General Information

Main House Gallery Prime Room Displays and Showcase Rentals

Available...Excellent Terms and Services

Be Sure To Read About Our RENTAL TERMS, or continue on to read about our background.

While the world economy has caused much of our completion to fall by the wayside, we continue to focus our energy on positive results, continual improvements, increased renter services, and proactive sales efforts.

Our experienced and dedicated Sales Staff, firm and faithful commitment to Customer Satisfaction, Innovative Brokerage Programs, Special Events, Professional Presentation and Photography, and Extensive Marketing Campaigns keep our Loyal Customer Base coming back for more!

Antique Associates at West Townsend has a limited amount of Prime Full Room and Showcase Display Galleries Available for the Discriminating Dealer. Our Immaculate Period Setting, along with a 29 Year Commitment to Excellence and Customer Satisfaction has blessed us with a Large and Faithful Following of Buyers at All Levels.

AAAWT Dealers Provide Our Extensive Customer Base with Accurate Descriptions, Prices with Trade Discounts, and of course Honor Our Written Sales Policies and Layaway Programs. Our Most Successful Dealers change or update their Merchandise Often, and Many Participate in Our Brokerage Programs and Special Events.

There is NO DEALER FLOOR TIME, and Our Dealers are paid on the 1st and 15th of Each Month. AAAWT manages Mass. Sales Tax for the dealers, and provides sales receipts with each payment. The doors are Open 10-5 Every Day of the Year except major holidays, and our web site is open 24/7, 364 days a year.

Dealers are welcome to decorate their own spaces, or the Staff at AAAWT will continually rearrange the areas to keep them Interesting to Our Customers. The more time and energy the dealer puts into keeping the merchandise interesting, and the more they are willing to work with the buyers, the better the results.

Our Most Successful Dealers trade in the highest quality in their category, which tends to generate excellent results. High Quality Material at Fair Prices Tends to Move Quickly.