

Mala Market

1302 West Gray St.
Houston Tx. 77019
(832) 654-0217

YGP Agreement

This Agreement states the terms and conditions that govern the contractual agreement between [Consignee] Mala Market, located at 1302 West Gray St. and [Consignor] who agree to be bound by this Agreement.

Whereas, the Consignor owns right and title to the items described in Exhibit A attached hereto, referred to as the Consigned items, and the Consignee desires to temporarily house the Consigned items located at 1302 west gray st. with the intention of selling it to a third party on behalf of the Consignor.

Now, therefore, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows: Consignor agrees to:

Consignee reserves the right to reassign the Consignor's space to accommodate changes within the store:

Yes _____ No _____

RIGHT TO SELL

The Consignor hereby grants to the Consignee the right to display and sell the Consigned items according to the terms and conditions of this agreement.

The Consignee agrees to not collect any sales profit from the listed purchase price of the Consigned items sold at Mala Market. As a result, the Consignor is solely responsible for fulfilling the rental payments of \$0 on a monthly basis, with no percentage taken out of their sales profits for the purpose of commission. Given the pardon of a commission based operation, Consignor agrees to sell all Mala Market Consigned Items at market value. Therefore, the Consignor understands their responsibility in urging their customer following to shop at Mala Market in pursuit of Consignor's products.

TAXES AND FEES

Any taxes or supplemental fees charged to the Consignee by local, state, or federal authority will be charged to the Buyer at the time of transaction by the Consignee. Any and all transactional fees including but not limited to credit card fees completed on behalf of the Consignor by Consignee for Consigned Items, will be deducted from the monthly pay-out given to the Consignor.

INSURANCE

Consignee cannot insure what Consignee does not own. Consignee cannot insure Consignor's inventory or personal items, and will not be liable for any losses to person or property whether it be through theft, breakage, fire, flood or any other Act of God. It is recommended that Consignor secure personal insurance sufficient to cover Consignor's inventory. Consignee shall not be responsible to Consignor for any damage to the person or property caused by any act, omission, or neglect of Consignor or any other Consignors, or due to any other cause whatsoever. And Consignor agrees to indemnify and hold Consignee free and harmless from all claims for any such damage.

CONSIGNED ITEMS

The Consignee agrees and acknowledges that the Consigned items shall be kept and stored at 1302 West Gray St.

The Consignor can be assured its Consigned items will not be moved to any location other than 1302 West Gray St.

The Consignor hereby represents and warrants that the Consignor holds full title (or has received in writing, the authorization to sell the consigned items by any necessary parties) to the Consigned items.

In the instance that the Consignee makes a transaction for Consigned items that are not in sufficient stock at the Agreed upon location of 1302 West Gray St., the Consignor is responsible for providing sufficient inventory as soon as possible.

The Consignor shall bear any and all expenses for shipping the Consigned items in the situation that a Buyer wishes to order any Consigned items that are not available within the Agreed location of 1302 West Gray St. and in the situation that the buyer wants Consigned Items shipped from Agreed location of 1302 West Gray st. to the desired destination.

Maintaining insurance coverage is highly encouraged to ensure Consignor is compensated by the Insurance company in event of a calamity. All Consignors must pay a flat fee to the Consignee on a monthly basis to provide this coverage. Any Consignor not willing to carry the coverage provided by the Consignee will have to provide a copy of their own insurance for the consigned goods. In event Consignor fails to provide such evidence, Consignee will be authorized to deduct the flat fee from the amount due from Consignor's monthly payment to the Consignee.

The Consignee will notify the Consignor in advance to when this clause will become applicable and charges will be collected.

In the instance of a third party Buyer requesting a custom order or commissioned order with Consignor who resides at mala market, Consignee is and will not be held liable or responsible for any handlings of said custom/commissioned order. Consignee is not responsible for completing transactions surrounding this order between Buyer and Consignor, nor is Consignee responsible for any problems that may arise in said instance. All transactions, communications, and executions of complete and satisfactory orders must be completed by the Consignor themselves. Consignor is also responsible for notifying Buyer if order is unable to be completed due to insufficient materials, time, capacity, emergencies, and any other reasons that may interrupt a complete and satisfactory delivery of custom ordered items. Consignor is responsible for notifying Buyer via written form with authorized signatures of Buyer, Consignor and Mala Market, indicating that Mala Market is not to be involved with any and all custom orders being completed between Consignor and Buyer. If Consignor does not provide written notification and does not get authorized signatures from Buyer and Mala Market, Mala Market can not be held responsible for any complications that may arise during execution of custom/commissioned order for the reason of lack of knowledge of said order. All complications and responsibility fall on the Consignor who initiated said order between Consignor and Buyer.

RETURN POLICY

As part of our commitment to customer satisfaction, it is our customary business practice to allow customers to return a Consigned Item within 14 days of payment for any reason or no reason and to receive a refund of the amount paid for the returned Item. Mala Market will not accept returns after the 14-day return period. Mala Market will not charge a restocking fee if the buyer returns the merchandise in original condition within 14 days from the date of purchase. Mala Market will not accept a returned item if Mala Market determines that the returned merchandise is not in original condition. The Consignor understands that Mala Market may change this practice in the

future. Returns will only be completed with original receipt and original form of payment in hand. In the instance that the Consignor does not uphold this same policy within their own small business, Mala Market will honor and uphold the policy of said Consignor. Communication in regards to return policies is the responsibility of the Consignor. Mala Market will automatically apply the Return Policy written out in this agreement unless otherwise directed by the Consignor.

GRACE PERIOD

The Consignor understands that the duties of the Consignee to make payments in regards to monthly payments of sales will take 2-3 days to complete with accuracy. The Consignor understands that the market will house multiple vendors that will be under the responsibility of the Market to pay on time. Consignor understands that all such payments will be paid via check. In the event that the Consignor elects to not receive funds, written confirmation must be provided to the Consignee indicating the reason for not wanting to receive funds. All communication in regards to sales will be via email at malamarkethou@gmail.com email address.

MARKETING / EXPOSURE & MEDIA LIABILITY

The Consignee hereby grants full guarantee to Consignor of marketing material in the form of social media exposure, which includes feed posts, stories, reels, and videos. Please note that the shop is not responsible to act as a marketing team for the Consignors in the space. The shop will advertise and market various products, events, and more with the intention to drive foot traffic to the Agreed Location further contributing to the overall efforts of exposing our local makers equally and fairly. The Consignee shall be entitled to all rights of any footage or content produced/published by the Consignee. The Consignor may re-post social media content with written authorization by Consignee and with due credit towards the Consignee's social media profiles. Any social media content provided by the Consignee shared with the Consignor shall be posted with the intention of leading third parties back to the Agreed location of 1302 West Gray St. (This will be done in the medium of reposting Agreed location, tagging Consignee social media profiles, and mention of Consignee's facility within the caption text).

Any content provided by Consignor to Consignee for marketing or social media content will be credited with credit due to Mala Market.

Consignor agrees to allow Consignee permission to repost any social media content that includes Mala Market social media handle, location, mention and employees.

Consignor agrees to the following in regards to media liability concerns:

In consideration of the risk of injury while participating in any film/photo content development for the YGP at Agreed Location (the "Activity), and as consideration for the right to participate in the Activity, I hereby, for myself, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or clauses of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Mala Market located at 1302 West Gray St. Houston Texas 77019, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the Activity, including traveling to and from an event related to this activity.

YGP RESPONSIBILITIES

Consignor is responsible for providing monthly receipts that record and act as proof towards the owed donation amount of 20% of profit, along with proof of receipt indicating that an additional 15% has been supplied towards the personal savings account of the Consignor, or legal guardians as such. Failure to provide these receipts of proof, can result in termination of the YGP agreement between the Parties mentioned hereby if the Consignee decides that is what is best. In the instance of termination, Consignee will also be entitled to remove the Consigned Item(s) and discontinue the sale of this inventory until the legal action is settled.

Consignor is responsible for providing sufficient stock in order to sell to third parties of high volume.

Consignor is responsible for providing display & decorations for the rented space.

Consignor is responsible for providing accurate and up to date pricing information for each Consigned item held at the market. Consignor is responsible for applying the assigned Vendor ID number to each pricing tag per consigned item.

(Established Vendor ID # will be issued upon the signing of said vendor agreement document.)

The Consignor is held responsible in notifying the Consignee of any price adjustments and updates in writing. In the event that the Consignee is not notified of price adjustments in writing, the Consignee is not responsible for any lost costs given the new price adjustments.

MISSION

Mala Market aims to provide the community with hand-made, hand-crafted, and artisanal made goods with an awareness towards developing more conscious consumer habits for our community. These conscious consumer habits include having accessibility to locally made goods, small batch made goods, and handmade goods. The primary effort is to support our local small businesses in attempts to improve the health and wealth of our local economy and social community. This effort aligns with our philosophy that community wealth can be shared through simple acts of supporting local business. Once established with Mala Market, the Consignor hereby agrees to the mission and intention of Mala Market. The Consignee, under the non-profit regulations of Texas, will donate a portion of annual profits to a charity of Consignee’s choosing. The Consignor agrees to acknowledge this annual donation and agrees to support the community of Houston through Mala Market.

MODIFICATIONS

Consignor agrees to abide by any modifications and updates made by Consignee to this agreement. Consignee is responsible for updating Consignor of any such updates that have been made so that Consignor is aware of new or added responsibilities on their end, and new or added responsibilities/rights on the end of the Consignee.

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in Harris County, Texas.

In witness whereof, each of the Parties of this Agreement has executed this contract agreement, both Parties, by its duly authorized officer, as of the day and year set forth below.

After thorough and complete review of the vendor agreement document provided by
Consignee, I, _____ (printed name) agree to all details and expectations
as a vendor of Mala Market listed above. I will fulfill my expectations as a vendor at Mala Market
and support the mission of Mala Market. I verified my signature in signing this vendor agreement
between _____ (business name) and Mala Market.

CONSIGNOR NAME PRINTED/DATE:

CONSIGNOR SIGNATURE:

LEGAL GUARDIAN OF LISTED CONSIGNOR (NAME PRINTED):

SIGNATURE OF LEGAL GUARDIAN:

CONSIGNEE:
