

# The Collective @ Daly Finds

## Rental Agreement

**Set-Up Times:** 10:00 AM – 12:00 PM

**Take-Down Times:** 6:00 PM – 8:00 PM

By proceeding with your rental purchase or agreement, you acknowledge and agree to all terms outlined below. Our Terms and Conditions of this Agreement are stated herein and subject to change at the sole discretion of Daly Finds. You can find the terms and conditions located on our website in the Terms and Conditions link at anytime. By agreeing to pay via online invoicing, credits, or direct cash payments you agree to our latest Terms & Conditions located on our website at this link:

### 1. Parties

This Rental Agreement (“Agreement”) is made as of the date of booking, between the individual renter (“Renter”) and The Collective @ Daly Finds, a division of Daly Holdings, LLC (“Daly Finds”), located at 12300 IH 10 W, Building 2, San Antonio, TX 78230.

### 2. Closet Rental Terms

By booking a closet space with The Collective @ Daly Finds, Renter agrees to rent a designated space within the Daly Finds retail location for either:

- Two-Week Term: \$70 (14 consecutive days)
- Monthly Term: \$120 (28 consecutive days)

Rental terms begin on the agreed-upon Saturday during setup hours and end on the corresponding Friday during take-down hours. Failure to remove items at the end of the term will result in an automatic two-week renewal fee of \$70 or a breakdown fee of \$50, at Daly Finds’ discretion.

Renewals must be requested and paid in full before the end of the current term to guarantee space availability. **Renewals are subject to the terms of this Agreement as amended from time to time by Daly Finds. Any rate or policy changes will be communicated to the Renter prior to renewal.**

### 3. Rental Fee and Payment

All rental fees must be paid in full at the time of booking and are non-refundable, regardless of sales performance or early removal. Daly Finds does not guarantee any level of sales or profit. Results may vary depending on the Renter’s product selection, pricing, and alignment with customer demand. Daly Finds is not liable for outcomes related to profitability or consumer interest.

Daly Finds reserves the right to withhold or deduct proceeds from Renter payouts to cover any unpaid fees, damages, cleaning charges, or other costs incurred under this Agreement. All such deductions will be documented and reflected in the Renter’s final sales report.

### 4. Included Services

As part of the rental, Daly Finds provides:

- A designated retail “closet” display area (approx. 28" W × 22" D × 90" H), which includes one clothing bar and one shelf.
- Additional shelves or clothing bars may be added for \$5 each per rental term.
- Use of Daly Finds’ point-of-sale system, payment processing, and sales tax submission
- Daily staff coverage for customer assistance

- Customer service support
- Storewide marketing and promotion (at the sole discretion of Daly Finds)
- Weekly or end-of-term sales reporting
- Access to in-store dressing rooms and a boutique-style shopping environment.

## **5. Sales, Payouts, and Fees**

All customer transactions for Renter's items will be processed through Daly Finds.

- Renter retains 70% of the total sale price.
- Daly Finds retains 30% as commission.
- Sales tax collection and remittance will be handled by Daly Finds.
- Payouts are made in person at Daly Finds at the end of each rental term.
- Payment options include check, Venmo, or Daly Finds store credit.
- Payouts will be provided as a lump sum and will not be itemized per transaction.
- Store credit may be used toward merchandise or future rental fees and does not expire.
- Store credit is non-transferable and may only be used by the original Renter named in this Agreement.

Unsold items must be picked up during the designated take-down hours unless the Renter renews their space for the following term.

## **6. Renter Responsibilities**

Renter agrees to price, tag, and merchandise their own items, keeping their closet organized, clean, and visually appealing. Permitted items include clothing, shoes, handbags, accessories, and small décor. Prohibited items include but are not limited to electronics, weapons, food, counterfeit goods, hazardous materials, rugs, and school uniforms. Daly Finds does not track each Renter's inventory; it is the Renter's sole responsibility to monitor and account for their own items.

## **7. Setup, Removal, and Condition of Space**

Renter must adhere to the designated setup and take-down windows. If the Renter fails to remove items, Daly Finds staff may remove and safely store them for a \$25 handling fee. Spaces must be cleared and left clean at the end of the rental term. A \$25 cleaning fee will apply for leftover items, debris, or unreturned fixtures. Missing or damaged fixtures will be billed at replacement cost and deducted from net earnings unless paid separately in advance.

Any damage to Daly Finds property, including fixtures, flooring, or walls, beyond normal wear and tear will be billed to the Renter at cost.

Items left beyond 7 days after the rental term ends will be considered abandoned and become the property of Daly Finds, which may dispose of or donate them at its sole discretion. Daly Finds is not required to notify the Renter prior to donation or disposal of abandoned items.

## **8. Relationship of Parties**

Renter is an independent seller and is not an employee, agent, or representative of Daly Finds. Nothing in this Agreement creates an employment, partnership, or franchise relationship. Daly Finds is under no obligation to offer future rental terms. Either party may terminate this Agreement at any time, subject to the terms set forth herein.

## **9. Liability**

Daly Finds is not responsible for loss, theft, or damage to merchandise for any reason whatsoever. The Renter assumes all risk associated with their merchandise while on the premises. Daly Finds will make reasonable efforts to safeguard each Renter's items while in the store. Daly Finds does not provide insurance coverage for renter merchandise. Renters are encouraged to maintain their own insurance for

items placed on consignment or rental display.

### 10. Indemnification

Renter agrees to indemnify and hold harmless Daly Finds, its owners, agents, and employees from any and all claims, liabilities, damages, or expenses arising from the Renter’s merchandise, counterfeit goods, actions, or negligence in connection with this Agreement.

### 11. Promotions and Discounts

Any storewide discounts or promotions applied at checkout are absorbed by Daly Finds and will not be deducted from the Renter’s commission. All marketing and promotional activity is at the sole discretion of Daly Finds.

### 12. Governing Law

This Agreement is governed by the laws of the State of Texas, and any and all legal matters must be handled within Bexar County, Texas.

### 13. Marketing and Promotional Use

Renter grants Daly Finds permission to photograph, promote, or feature their display, merchandise, or brand name for marketing and promotional purposes without compensation, during or after their rental term.

### 14. Effective Date

This Agreement becomes effective upon the date of signature by both parties or upon receipt of payment, whichever occurs first.

### 15. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, written or verbal. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### Renter Information:

Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Number of Closets: \_\_\_\_\_

Term:  Two-Week (\$70)  Monthly (\$120)

Preferred Payment Method:  Check  Store Credit  Venmo \_\_\_\_\_

Other fees may be applicable based on closet size, type, additional accessories, services, etc. and will be billed on your invoice based on your selected options.

Renter Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Daly Finds Representative: \_\_\_\_\_

Date: \_\_\_\_\_

### Daly Holdings, LLC

DBA Daly Finds

12300 IH 10 W, Building 2, San Antonio, TX 78230

info@dalyfinds.com | (830) 537-5549 | DalyFinds.com

Closet #: \_\_\_\_\_

Renter ID #: \_\_\_\_\_