



NRH HIVE COLLECTIVE



WHERE MAKERS GATHER

Shop Owner
Partnership Agreement

— NRH HIVE COLLECTIVE —

A curated collective community in North Richland Hills, Texas



NRH HIVE COLLECTIVE

AT A GLANCE

Shop Owner Quick Reference

This page is a summary for convenience only. The full terms below control if there is any conflict.

| | |
|-------------------------------|---|
| <i>Rent due</i> | 1st of each month (late fee \$25 after day 5) |
| <i>Commission</i> | 10% of gross sales |
| <i>Payout</i> | Monthly by the 15th, ACH direct deposit |
| <i>Sales tax</i> | Collected and remitted by NRH Hive |
| <i>Social posts</i> | Minimum 3 per week promoting your products at NRH Hive |
| <i>Access hours</i> | Only while the store is open to the public (no access when the store is closed) |
| <i>Display height</i> | Max 5 feet; build-outs 50% see-through in enclosed spaces |
| <i>Lease term</i> | 6 or 12 months; fixed expiration (no auto-renew) |
| <i>Move-out notice</i> | 30 days written notice to receive deposit refund |
| <i>Contact</i> | 7800 Blvd 26, North Richland Hills, TX 76180 |



NRH HIVE COLLECTIVE

Vendor Partnership Agreement

This Vendor Partnership Agreement (“Agreement”) is entered into as of [], 20[] (the “Effective Date”), by and between NRH Hive Collective, located at 7800 Blvd 26, North Richland Hills, TX 76180 (“NRH Hive,” “we,” or “us”), and [] (“Vendor,” “you,” or “your”). NRH Hive and Vendor are each a “Party” and together the “Parties.”

Recitals

NRH Hive operates a curated boutique-style retail environment in which independent vendors lease dedicated spaces to display and sell merchandise. Vendor wishes to lease a space and sell merchandise through NRH Hive on the terms set forth below. The Parties agree as follows:

1. Leased Space and Services

1.1 Space. NRH Hive grants Vendor a nonexclusive license to occupy and use the space designated as Space No. [] (the “Space”) within NRH Hive’s premises for the display and sale of approved merchandise. This Agreement creates a license, not a tenancy or leasehold estate.

1.2 Services Provided by NRH Hive. NRH Hive will:

- Operate the point-of-sale (POS) system so Vendor need not be present to make sales;
- Provide and print barcode labels for Vendor merchandise;
- Collect and remit all applicable sales tax on Vendor sales;
- Cover utilities, premises insurance, and general operational costs;
- Hire, train, and manage in-store staff;
- Execute ongoing marketing campaigns and host in-store events; and
- Provide Vendor with portal access for real-time sales tracking and promotions.

1.3 Vendor Portal. NRH Hive will provide Vendor with credentials to a vendor portal for real-time visibility into sales, inventory, and promotional tools. Vendor is responsible for keeping credentials confidential.

2. Merchandise

2.1 Permitted Merchandise. Vendor may sell new, elevated merchandise in the following categories: gifts; home décor; clothing, accessories, and shoes; furniture; candles, fragrances, and soaps; children’s items; pet products; handmade and curated goods; outdoor décor; and packaged foods that do not require refrigeration.

2.2 Prohibited Merchandise. Vendor may not sell or display: used items; counterfeit or replica goods; mattresses; electronics; weapons; explicit or inappropriate material; or items promoting violence.



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2.3 Curation Rights. NRH Hive reserves the right, in its sole discretion, to decline or require removal of any merchandise that does not meet its curation, quality, or brand standards.

2.4 Product Liability. Vendor represents and warrants that all merchandise is lawfully sourced, not counterfeit, complies with all applicable product safety and labeling laws, and does not infringe the intellectual property rights of any third party.

3. Move-In and Space Standards

3.1 Build-Out. Walls are approximately eight (8) feet tall. Vendor must obtain NRH Hive's written approval before painting, building, or otherwise altering the Space. Trim may not be painted. Displays may not exceed five (5) feet in height. Unauthorized changes may result in repair or restoration fees charged to Vendor.

3.2 Display Standards. Vendor will maintain an elevated boutique presentation, including:

- Cohesive, elevated displays;
- Branded signage; and
- Styled merchandising.

3.3 Not Permitted. The following are not permitted in any Space: pegboards; metal grids; folding tables; and cardboard or plastic bins.

3.4 Enclosed Spaces. For enclosed shops, all build-outs must be at least fifty percent (50%) transparent.

3.5 Utilities and Flooring. No additional flooring may be installed. Each Space is limited to one (1) electrical outlet and one (1) power strip.

3.6 Returns. All sales are final. Vendor may not accept returns through the NRH Hive POS.

3.7 Vendor Access. Vendor may access the Space to restock, style, and maintain displays only during the hours the store is open to the public. Vendor may not enter or remain in the premises when the store is closed. Any exception must be authorized in advance in writing by NRH Hive, may be granted or withheld in NRH Hive's sole discretion, and may be revoked at any time.

3.8 Photography. Vendor may photograph and video record only its own Space and merchandise. Photography or recording of other vendors' spaces, customers, or NRH Hive staff without consent is prohibited.

4. Marketing and Publicity

4.1 NRH Hive Marketing. NRH Hive will execute ongoing marketing at its discretion, including events at the store, social media campaigns, and digital promotion.



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4.2 Vendor Marketing Obligations. Vendor agrees to actively market the Space and will publish a minimum of three (3) social media posts per week promoting Vendor's products at NRH Hive. Vendors who do not meet this expectation may be contacted and required to cure the deficiency.

4.3 Customer Engagement. Vendor is encouraged to engage with customers through events, promotions, and appearances at the store, subject to NRH Hive's scheduling and brand standards.

4.4 Media Release. Vendor grants NRH Hive a royalty free, nonexclusive, worldwide license to use Vendor's brand name, logos, images, video, products, and displays in NRH Hive's marketing and promotional materials. This license survives termination for archival and historical marketing use.

5. Inventory Management

5.1 Tracking. NRH Hive provides real-time POS tracking and vendor portal access for sales visibility and promotional tools.

5.2 Risk of Loss. NRH Hive maintains commercially reasonable security measures at the premises. Notwithstanding, NRH Hive is not responsible for lost, stolen, damaged, or missing merchandise. Vendor is solely responsible for insuring its own inventory and acknowledges that title to and risk of loss for merchandise remain with Vendor at all times until sold to a customer.

5.3 Labeling. Vendor will ensure all merchandise is properly tagged with NRH Hive-issued barcode labels prior to display. Untagged merchandise will not be sold.

6. Rent, Commission, and Payments

6.1 Rent. Vendor will pay monthly rent in the amount of \$[] for the Space. Rent is due on the first (1st) day of each calendar month.

6.2 Commission. NRH Hive will retain a commission equal to ten percent (10%) of Vendor's gross sales through the POS.

6.3 Shared Spaces. If Vendor shares the Space with one or more additional vendors as indicated on the signature page, rent will be allocated among the co-vendors as noted on the signature page, and an additional fee of ten dollars (\$10) per month per additional vendor applies. Each co-vendor is jointly and severally liable for amounts owed under this Agreement with respect to the shared Space.

6.4 Payouts. Vendor payouts will equal gross sales less commission, rent, and any other amounts owed to NRH Hive (including damage or restoration fees). Payouts are issued monthly by the fifteenth (15th) day of the following month via ACH direct deposit to the bank account designated by Vendor. Vendor must provide a completed IRS Form W-9 and ACH authorization before the first payout; payouts will be held until both are received.



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6.5 Late Fee. If rent is not received by the fifth (5th) day of the month, a late fee of twenty-five dollars (\$25) will be added to Vendor's balance. Continued non-payment is governed by Section 6.8.

6.6 Security Deposit. Vendor will pay a refundable security deposit equal to one-half (1/2) of one month's rent upon execution of this Agreement, held by NRH Hive and refundable subject to Section 9.

6.7 Sales Tax. NRH Hive will collect and remit all applicable state and local sales tax on Vendor sales made through the POS.

6.8 Default. A Vendor account with an outstanding balance exceeding three hundred dollars (\$300) is in default. If two (2) payment attempts fail, Vendor's merchandise remaining on the premises may, at NRH Hive's option, become the property of NRH Hive and be sold, donated, or otherwise disposed of without further notice, with any proceeds applied to Vendor's outstanding balance.

7. Professional Conduct

7.1 Standards. Vendor will maintain professional conduct in all interactions with NRH Hive staff, customers, and other vendors.

7.2 Non-Disparagement. Vendor will not make any public statement (including on social media) that disparages or could reasonably be expected to harm the reputation or brand of NRH Hive. Nothing in this section restricts Vendor from making truthful statements required by law or in response to a governmental inquiry.

7.3 Exclusivity. During the term of this Agreement, Vendor will not lease, license, or consign merchandise to any other vendor marketplace or consignment boutique within a ten (10) mile radius of NRH Hive's premises. This restriction does not limit Vendor's sales through its own storefront, website, craft fairs, pop up events, or third party online marketplaces (such as Etsy, Amazon, or Shopify).

8. Term, Renewal, and Termination

8.1 Term. The initial term of this Agreement is six (6) or twelve (12) months as indicated on the signature page, beginning on the Start Date specified on the signature page (or, if none is specified, the Effective Date).

8.2 Expiration; Renewal. This Agreement will expire automatically at the end of the initial term unless the Parties execute a written renewal at least thirty (30) days before expiration. There is no automatic renewal.

8.3 Cancellation. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.



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8.4 Termination for Cause. NRH Hive may terminate this Agreement immediately upon written notice if Vendor (a) is in default under Section 6.8, (b) materially breaches this Agreement and fails to cure within ten (10) days of written notice, (c) sells prohibited merchandise, or (d) engages in conduct that harms NRH Hive's brand, customers, or staff.

9. Move-Out and Deposit Refund

9.1 Conditions for Refund. To receive a refund of the security deposit, Vendor must: (a) provide at least thirty (30) days' prior written notice of moving out; (b) fully clear the Space of all merchandise, displays, and personal property; (c) leave the Space in good condition, reasonable wear and tear excepted; and (d) settle all outstanding amounts owed to NRH Hive.

9.2 Damage Fees. Damage fees range from fifty dollars (\$50) to five hundred dollars (\$500) depending on severity, and will be deducted from the security deposit or invoiced to Vendor.

9.3 Abandoned Property. Any merchandise or personal property left in the Space after the move-out date will be deemed abandoned and may, at NRH Hive's option, become the property of NRH Hive and be sold, donated, or otherwise disposed of without further notice or liability to Vendor.

9.4 Refund Timing. Provided all conditions in Section 9.1 are met, NRH Hive will refund the security deposit, less any lawful deductions, within thirty (30) days after the move-out date.

10. Indemnification

Vendor will indemnify, defend, and hold harmless NRH Hive and its owners, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) the merchandise Vendor sells or displays, including product-liability, safety, and intellectual property claims; (b) Vendor's acts or omissions at the premises; or (c) Vendor's breach of this Agreement.

11. Limitation of Liability

To the fullest extent permitted by law, NRH Hive's aggregate liability to Vendor under this Agreement will not exceed the total amount of rent and commission paid by Vendor to NRH Hive in the three (3) months preceding the event giving rise to the claim. Neither Party will be liable for indirect, incidental, consequential, special, or punitive damages.



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12. Insurance

Vendor is encouraged to maintain its own general liability and inventory insurance at Vendor's sole expense. NRH Hive's premises insurance does not cover Vendor's merchandise.

13. General Provisions

13.1 Independent Contractor. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

13.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any dispute lies exclusively in the state or federal courts located in Tarrant County, Texas.

13.3 Entire Agreement. This Agreement is the complete and exclusive statement of the Parties' agreement on this subject and supersedes all prior or contemporaneous communications.

13.4 Amendment. Any amendment to this Agreement must be in writing and signed by both Parties. NRH Hive may update its operational policies (e.g., display standards, marketing requirements) from time to time upon reasonable notice to Vendor.

13.5 Assignment. Vendor may not assign this Agreement or sublicense the Space without NRH Hive's prior written consent.

13.6 Notices. Notices must be in writing and sent by email to the addresses on the signature page or by certified mail to the premises address above.

13.7 Severability. If any provision is held unenforceable, the remaining provisions will remain in full force and effect.

13.8 Force Majeure. If NRH Hive is unable to operate the premises for seven (7) or more consecutive days due to fire, flood, natural disaster, government order, utility failure, or other cause beyond NRH Hive's reasonable control, rent will be prorated on a daily basis for each day of closure. If the closure extends beyond sixty (60) consecutive days, either Party may terminate this Agreement upon written notice, and NRH Hive will refund any prepaid rent for days after the closure began, subject to Section 9.

13.9 Dispute Resolution. Before filing any lawsuit, the Parties agree to (a) meet and confer in good faith to resolve the dispute informally within thirty (30) days of written notice, and (b) if unresolved, participate in nonbinding mediation with a mutually agreed mediator in Tarrant County, Texas, with fees split equally. This section does not prevent either Party from seeking emergency injunctive relief.

13.10 Survival. Sections 4.4, 5.2, 6.8, 7.2, 7.3, 9.2, 9.3, 10, 11, and 13 survive termination of this Agreement.



NRH HIVE COLLECTIVE

EXHIBIT A

House Rules

This exhibit summarizes the day-to-day rules pulled from the Agreement. It is part of the Agreement; the full terms above control if there is any conflict.

What you can sell

- Gifts, home décor, clothing, accessories, shoes, furniture
- Candles, fragrances, soaps
- Children's items, pet products
- Handmade and curated goods
- Outdoor décor
- Packaged non-perishable foods

What you can't sell

- Used items
- Counterfeit or replica goods
- Mattresses
- Electronics
- Weapons
- Explicit or inappropriate material
- Items promoting violence

Display standards

- Access only while the store is open to the public; no entry when the store is closed
- Branded signage
- Styled merchandising
- Max display height: 5 feet
- Enclosed spaces: build-outs must be at least 50% see-through
- One outlet and one power strip per space
- No pegboards, metal grids, folding tables, cardboard or plastic bins
- No additional flooring; trim may not be painted
- Painting or building requires written approval in advance

Marketing expectations

- Minimum 3 social media posts per week promoting your products at NRH Hive
- Tag and credit NRH Hive where appropriate



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- Photograph only your own space and merchandise

Move-out checklist

- Give 30 days' written notice
- Clear all merchandise, displays, and personal property
- Leave the space in good condition (reasonable wear and tear excepted)
- Settle any outstanding balance
- Deposit refunded within 30 days, less any damage fees (\$50–\$500)



NRH HIVE COLLECTIVE

— *Welcome to the Hive* —
MAKE IT OFFICIAL

Signatures

Lease Term (check one): 6 months 12 months

Start Date: [] **Space No.:** []

Monthly Rent: \$[] **Security Deposit:** \$[] one-half of one month's rent

Shared Space: No Yes — Co-Vendor Space No(s): []

Rent Split: \$[] each (\$10/month per additional vendor)

NRH HIVE COLLECTIVE

Signature

Date

Printed Name

Title

Email

Phone

SHOP OWNER

Signature

Date

Printed Name

Title

Email

Phone