

**MERCHANDISE SELLING AGREEMENT**

The Rialto Center for the Performing Arts at Georgia State University (Rialto Center) shall determine in its sole discretion whether to allow any merchandise for sale by or on behalf of Licensee to be sold during the Event(s).

The Rialto Center reserves the right to refuse the sale of specific Licensee – related promotional items in its sole discretion.

\_\_\_\_\_ Should the Licensee sell merchandise items at the Event(s), the Rialto Center provides available inventory tables and chairs to the Licensee with the right to use the facilities for a fee calculated **at fifteen (15%) of net sales**. This 15% merchandise fee must be paid in cash at the end of the evening or event period. Licensee shall be responsible for paying all applicable sales tax on merchandise sold during the Event(s).

\_\_\_\_\_ Should Licensee request that Rialto Center personnel sell Licensee’s merchandise, then a cost of \$10.00 per hour (four-hour minimum) or any part there of must be paid in cash at the end of the evening or event period for each seller.

\_\_\_\_\_ Licensee is responsible for paying all applicable sales tax on merchandise sold during the Event(s) to appropriate taxing authorities.

\_\_\_\_\_ Licensee shall receive no compensation from the sale of merchandise items developed by sale or on behalf of the Rialto Center.

**SETTLEMENT**

Licensee agrees to settle in CASH with Licensor’s Events Manager or House Manager at the end of each event night or at a time set by the above manager.

Licensee agrees to allow pre-show and post-show audit of merchandise for sale.

**Settlement Date/Time At conclusion of event sales**

**Agreed to by Licensee** \_\_\_\_\_

**Agreed to by Rialto Management** \_\_\_\_\_

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**Total Sales** \_\_\_\_\_

**Less 8% Sales Tax** \_\_\_\_\_

**Net Sales** \_\_\_\_\_

**15% Payable to Rialto Center** \_\_\_\_\_

**Payable to Client (add 8% sales tax)** \_\_\_\_\_