



Thursday, December 1st, Friday, December 2nd, and Saturday, December 3rd, 2011

The Junior League of Beaumont, Texas Inc. a non-profit corporation, hereinafter called "Management", does agree to furnish a booth for exhibition and sales purposes during the Main Street Market, held at the Beaumont Civic Center on December 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> 2011 to:

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whose address is: \_\_\_\_\_

hereinafter called the "Exhibitor" for the total sum, found on Exhibitor's Invoice (sent separately) which is payable in full at the signing of this contract, hereinafter called "Contract," and is the remaining balance for your booth rental and associated needs per Exhibitor's Application previously submitted to Management. Exhibitor is required to return completed Contract and payment in full to Management no later than OCTOBER 30, 2011.

**THE MANAGEMENT AGREES AS FOLLOWS:**

1. To furnish each booth with the following: one (1) eight foot drape table, one (1) eight foot back drape, two (2) eight foot side drapes, two (2) chairs, one (1) Exhibitor "business name" sign, and one (1) 110 watt electric outlet.
2. To provide Exhibitor two (2) lunches per day of the show. Additional lunches may be purchased for \$10 each. Concessions will also be available for purchase.
3. To provide a "Hospitality Room" for Exhibitors with refreshments, tables, and chairs.
4. To arrange for light unloading assistance upon exhibitor arrival. If additional volunteer assistance is needed, you must forward a specific request to Management no later than 7 days prior to the Market start date. Workers will be available to assist with move out on a limited basis. Any additional assistance can be provided for a minimal fee.
5. To provide twenty-four (24) hour security inside the Civic Center arena, which is customary for such events at the Beaumont Civic Center.
6. To publicize Main Street Market locally and in surrounding areas, via print, radio, television, and online advertising prior to event.
7. To list Exhibitor's preferred business name, contact information, and brief merchandise description on JLB website in advance of event and in Main Street Market Event Program. **\*It is Exhibitor's responsibility to provide correct business name, contact information and merchandise description to Management via Contract; data will be included exactly as Exhibitor indicates here.**

**THE EXHIBITOR AGREES AS FOLLOWS:**

1. To submit with signed Contract at least three (3) photographs representative of merchandise to be offered during Main Street Market. At least one photograph should show merchandise or booth set-up. All items at Main Street Market that are deemed by Management to be in bad taste or dangerous to the public, will be removed from the building. Management reserves the right of final judgment on all items being sold at Main Street Market. Exhibitors will be allowed to sell only authentic merchandise, no replica merchandise will be allowed. Exhibitor agrees and acknowledges that no exhibitor has the right to be the exclusive vendor of any merchandise.
2. To donate to Management for our fundraising purposes, one (1) gift certificate, hereinafter called "Merry Market Money," that Management will sell at its Main Street Market Booth on a first come first serve basis to a shopper for 50% less than the certificate value. Exhibitor shall submit their Merry Market Money Certificate when returning contract or may elect to have Management prepare such certificate on behalf of Exhibitor. Management will provide receipts for tax purposes on all donations and Exhibitor may elect to donate a greater amount than the required minimums for their Merry Market Money Certificate. The minimum dollar amount required by Management for Exhibitor's donated Merry Market Money Gift Certificate is as follows:  
10 X 10 Booth \$25  
10 X 20 Booth \$50  
10 X 30 Booth \$75  
10 X 40 Booth \$100
3. That no person will be allowed in the booth for more than one (1) hour after closing time and/or for more than one (1) hour before the day's session opens, except by special authorization of Management. Packing and move out shall not begin until Main Street Market closes on the evening of Saturday, December 3rd and all Exhibitor items belonging to them must be removed from the premises by 9:00 p.m. Any Exhibitor who begins packing prior to closing will not be allowed back to next year's Market.
4. That the Exhibitor shall not allow or permit the use or occupy of the premises or any portion thereof for any unlawful purpose. The Exhibitor agrees to comply with all laws, ordinances, rules and regulations of any governmental and municipal agencies having jurisdiction over the premises.
5. That this Contract will not be assigned or transferred without the prior consent of Management.
6. That two or more Exhibitors shall not occupy the same booth.
7. That the Exhibitor shall refrain from smoking while on the Exhibitor floor.
8. That Exhibitor does not engage in selling, sampling, and/or "hawking" in the aisles.
9. That the Exhibitor shall not obscure any booth adjacent to his own without the permission of the Management. Each Exhibitor is expected to arrange his space attractively so as not to put other Exhibitors in an unfavorable position. Additionally, loud noise (from microphone, music, etc) that may interfere with atmosphere of festivities and/or impact other Exhibitors or Shoppers negatively is prohibited. Management reserves the right of final judgment on booth set-up and noise level.
10. **That the Exhibitor shall obtain all licenses and/or health permits required by state and local authorities, and will remit sales taxes to the proper authorities. Please have the documents with you from beginning of Market; see Invoice for option to purchase health permits through JLB.**
11. That if the Exhibitor fails to fulfill the terms of this Contract, the management may terminate this Contract without prior notice and take immediate control over the booth space contracted for herein and the amount paid by the Exhibitor shall be forfeited. In such event, the deposit paid by the Exhibitor shall not be construed to be liquidated damages and Management shall be entitled to the full amount due under this Contract.

12. That Exhibitors are liable for any damage caused to the exhibit building or booth equipment.
13. That if the Show is cancelled for any reason whatsoever by the Management this Contract shall terminate and the Exhibitor waives any claim for damages.
14. **Exhibitors will be allowed the below move-in times and Exhibitors are encouraged to indicate their preferred time frames below, by circling choices:**

Wednesday: 8 a.m. - 10 a.m., 10 a.m. - 12 p.m., 12 p.m. - 2 p.m.

Thursday: 8 a.m. - 10 a.m., 10 a.m. - 12 p.m.\*

\*With approved permission by Vendor Chair:

**All exhibits must be in place by 2:00 p.m. on Thursday, December 2, 2010.**

15. **Market will be open to the public for shopping:**

Thursday, December 1, 2011 from 4:00 p.m. to 9:00 p.m.

Friday, December 2, 2011 from 10:00 a.m. to 9:00 p.m.

Saturday December 3, 2011 from 10:00 a.m. to 6:00 p.m.

**\*All exhibits must be removed from the premises by 9pm on Saturday, December 3, 2011.**

16. The Exhibitor shall defend, indemnify and hold harmless the Management, its representatives, officers, directors, agents and employees, from and against any and all claims, demands, debts, causes of action, actual or punitive damages and any other liabilities for injury and/or property damage directly or indirectly, arising out of or in connection with the performance of this Contract or by the use of the exhibit building and premises, regardless of whether caused by the negligence of Exhibitor, its agents or employees or whether caused in whole or in part by the sole, joint, concurrent, comparative, or gross negligence of the Management, its officers, directors, agents or employees.

This Contract must be signed and returned, and full payment for any remaining balance must be paid by OCTOBER 30, 2011 to the following address:

Junior League of Beaumont  
Attention: Main Street Market Exhibitor Committee  
2388 McFaddin  
Beaumont, Texas 77702

Additional items required by this Contract but not previously submitted must be returned with completed Contract. If balance is not paid by OCTOBER 30, 2011 Management reserves the right to release Exhibitor space and your deposit will be forfeited. After October 31, 2011, space may be reserved with full payment only and is subject to space availability as determined by Management. Management may be reached by phone at (409) 832-0873, [exhibits@juniorleaguebeaumont.org](mailto:exhibits@juniorleaguebeaumont.org), or by fax at (409) 832-2709.

This Contract contains entire agreement between the parties. No modification of this Contract shall be binding unless written and signed by parties. Any representations either oral or written not set forth in this agreement are hereby excluded.

Management covenants that any consent or approval required herein shall not be unreasonably withheld.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

#### EXHIBITOR

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

Exhibitor Business: \_\_\_\_\_

Exhibitor Address: \_\_\_\_\_

Exhibitor Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Exhibitor Email Address: \_\_\_\_\_

Exhibitor Website: \_\_\_\_\_

#### MANAGEMENT

JUNIOR LEAGUE OF BEAUMONT, INC.

Representative/Title: \_\_\_\_\_



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