



Thursday, November 29th, Friday, November 31st, and Saturday, December 1st, 2018

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 November 29, November 30, and December 1, 2018 to:

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 1, 2018**.

THE MANAGEMENT AGREES AS FOLLOWS:

1. To furnish each booth with the following: one (1) eight foot table regardless of booth size, one (1) eight foot back drape, two (2) eight foot side drapes, two (2) chairs, and one (1) 110 watt electric outlet. All electrical outlets will have to be requested in the original application, and be approved by the Main Street Market Committee as an approved vendor before the deadline date of October 1, 2018. All Electrical needs to be requested in application, and turned in by deadline of October 1, 2018. Additional outlets/wattage provided at an additional charge.
2. To provide Exhibitor two (2) lunches, per contract, on Friday and Saturday 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. Workers will also be available to assist with move out on a limited basis.
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 (DBA), 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. Photographs may be submitted electronically. 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. Exhibitors will not wholesale items and price undercut other vendors. Any violations of the above will be cause for immediate shutdown and removal of vendor booth from the Civic Center grounds. Booth must be decorated with tasteful holiday décor. Booths not decorated will not be allowed to sell merchandise until this requirement is met.
2. All Exhibitors are required to donate one gift certificate for fundraising purposes. The certificate will be called Merry Market Money and will be sold by Management at its Main Street Market Booth on a first come first serve basis to a shopper for 50% less than the certificate value. Certificates will be printed and distributed by Management. 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 \$30
10 X 20 Booth \$50
10 X 30 Booth \$80
10 X 40 Booth \$100

*These will be purchased in \$10.00 incremental Gift Certificates, and can be used towards a purchase at your booth. Customers who purchase the Gift Certificate can only use the GC towards 20.00 minimum purchase. (i.e. a customer will have to spend at least \$20.00 in your booth in order to use the \$10.00 gift certificate towards their purchase)
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 1st, 2018 at 5:00 PM 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. The Civic Center is a non-smoking facility and smoking is not allowed by law within 25 feet of any entrance to the building.
8. That the Exhibitor or employees and guest of Exhibitor are not allowed to bring pets/animals into the Civic Center, no exceptions.
9. That Exhibitor does not engage in selling, sampling, and/or "hawking" in the aisles.

10. 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.
11. 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. All food vendors must be set up by 1:00 pm on Thursday, November 29th, for Health Inspections.
12. 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.
13. That Exhibitors are liable for any damage caused to the exhibit building or booth equipment.
14. 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.
15. Exhibitors will be allowed the below move-in times and Exhibitors are encouraged to indicate their preferred time frames below, by circling choices:

* All Exhibitors must check in by 11am on November 29th, 2017 regardless of set-up time
Wednesday: 10 a.m. - 2 p.m.
Thursday: 8 a.m. - 12 p.m.*

 *With approved permission by Vendor Chair: All exhibits must be in place by 2:00 p.m. on Thursday, November 29th, 2017.
16. **Market will be open to the public for shopping:**

 Thursday, November 29, 2018 from 4:00 p.m. to 9:00 p.m.
 Friday, November 30, 2018 from 10:00 a.m. to 8:00 p.m.
 Saturday December 1, 2018 from 10:00 a.m. to 5:00 p.m.
* Opening time on Thursday, Nov. 29th and closing time on Friday, Dec. 1* are subject to change. Vendors will be notified by Nov. 1st if there are changes.
**All exhibits must be removed from the premises by 9pm on Saturday, December 1, 2018.
17. 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.
18. Only two (2) vendor tags per booth will be provided unless permission for additional tags is requested 14 days prior to the start of the Market (11/16/18).

19. **PARKING:** As with most businesses and retail establishments, customers will receive parking closest to the civic center. Trailers, RVs and any other vehicles belonging to vendors must be parked in an area designated for vendor parking. Parking will be monitored by Show Management and only one (1) warning will be issued to any vendor in violation. If the object/vehicle is not moved, **it will be towed** at the owner's expense. Please make arrangements to have your vehicle moved by you or a designee. Management does not have enough staff to accommodate nor will accept liability to move motorized or stationary objects for vendors. Parking will not be allowed in fire lanes for loading and unloading.

20. **IDENTIFICATION:** Upon check-in Exhibitors must show a valid state issued photo identification card or driver's license. The name must match that of the name on the signed contract or vendor will not be allowed to move in and will forfeit all monies paid to the Junior League of Beaumont.

This Contract must be signed and returned, and full payment for any remaining balance must be paid by OCTOBER 1, 2019 to the following address:

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

Or the contract can be submitted electronically (scanned and emailed) to jlbmsmexhibitor@gmail.com with full payment for any remaining balance paid by credit card.

Additional items required by this Contract but not previously submitted must be returned with completed Contract. If balance is not paid by OCTOBER 1, 2018, Management reserves the right to release Exhibitor space and your deposit will be forfeited. After October 1, 2018, 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) 673-5570, or via email at jlbmsmexhibitor@gmail.com.

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 _____, 2018.

EXHIBITOR SIGNATURE: _____

Exhibitor Name: _____

Exhibitor Business: _____

Exhibitor Address: _____

Exhibitor Phone: Daytime: _____ Cell: _____

Fax: _____

Exhibitor Email Address: _____

Exhibitor Website: _____

Exhibitor Facebook/Twitter/Instagram: _____

MANAGEMENT - JUNIOR LEAGUE OF BEAUMONT, INC.

Representative/Title: _____

Please include below any additional needs you may have:

Please print names of all booth Exhibitors:

Please provide a final detailed description of items you will be selling in your booth at Main Street Market. Please include any specific branded merchandise. Any merchandise not listed will be subject to removal by Management if it duplicates another Exhibitor's merchandise:

