



JUNIOR LEAGUE OF BILLINGS

Women building better communities

MARKETPLACE MAGIC 2010 APPLICATION

THIS AGREEMENT is made and entered into by and between THE JUNIOR LEAGUE OF BILLINGS, INCORPORATED, 116 North 29th Street, Billings, MT 59101 (herein known as "the JLB") and _____ (herein known as the "Exhibitor"). WHEREAS, the JLB intends to sponsor MarketPlace Magic (herein known as the "Mart") at the MetraPark Expo Center ("the Metra"), Billings, Montana, during the period of November 5, 6 & 7, 2010. WHEREAS Exhibitor desires to rent space at the Mart for the exhibition and sale of merchandise; NOW, THEREFORE, in consideration of the mutual promise and undertakings contained herein, the JLB and Exhibitor agree as follows:

Rent Application. Exhibitor hereby submits his/her application to rent and hire the following sales area, at the rate(s) specified, from the JLB:

Check One	APPROXIMATE SIZE & DESCRIPTION	Rental Rate	Single Vendor Only
	100 square foot (10 x 10) includes: one 8 ft. skirted table, drape, and two chairs	\$395	\$395
	200 square foot (10 x 20) includes: two 8 ft. skirted tables, drape, and two chairs		\$700
	300 square foot (10 x 30) includes: three 8 ft. skirted tables, drape, and three chairs		\$950
	400 square foot (10 x 40) includes: four 8 ft. skirted tables, drape, and four chairs		\$1,250

The JLB will advise Exhibitor of space location. **The discount for multiple booths may only be used by one company. Vendors cannot sublet their spaces.**

All additional material and equipment requests will be provided by and will be the responsibility of the facility service contracted by the JLB at Exhibitor's cost. Exhibitor hereby submits his/her application to rent and hire the following additional material and equipment requests at the rate(s) specified from the JLB:

MATERIAL AND EQUIPMENT REQUESTS		RENTAL RATE
_____ Total Number extra	8 ft. skirted tables	\$25.00
Yes	No	110 Volt Power Source
Yes	No	220 Volt Power Source
Yes	No	220 Volt Power Source (Hard Wire)
Yes	No	Phone Drop
Yes	No	Wireless Internet

2. **Equipment & Supplies.** If Exhibitor chooses to accept credit cards, Exhibitor shall provide all equipment and supplies necessary to perform MasterCard and VISA credit card sales, including charge forms and charge card imprinting equipment. Also, Exhibitor shall provide all equipment and supplies necessary to conduct business and make cash sales. The JLB assumes no responsibility for the collection of accounts from customers, including illegible or unauthorized charge drafts.

3. **Set-Up and Staffing.** Set up will begin at 8:00 a.m. on Thursday, November 4, 2010 and shall be completed no later than 9:00 a.m. on Friday, November 5, 2010. Dock times and set-up schedules will be determined and distributed by the JLB. The display must remain staffed by the Exhibitor and open for business during the hours listed below.

Friday, November 5 10:00 am – 8:00 pm	Saturday, November 6 10:00 am – 7:00 pm	Sunday, November 7 10:00 am – 4:00 pm
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Merchandise cannot be packed or removed from display prior to 4:00 p.m., on November 7. Exhibitor's space must be vacated and all merchandise, including display materials, removed from the premises by 10:00 a.m., November 8. Exhibitor should be aware that there will be no provision for the storage or merchandise or materials on the premises. A \$100 fine will be assessed to any Exhibitor who leaves excessive trash, as determined within the sole discretion of the JLB.

4. **Retail Policies.** Exhibitor should make available a representative selection of merchandise for sale at regular retail prices. **Exhibitor will have only verbal discounted sales of merchandise during the Mart.** In addition, these rules apply to all Exhibitors: a) All items must have price tags for the entire Mart; b) All items on display must be in stock or available for order during the entire Mart; c) Exhibitor's normal prices may not be raised for the Mart; and d) Exhibitor agrees to ship all merchandise ordered at the Mart to the appropriate customers on or before December 15, 2010. In the event that any of such ordered merchandise cannot be shipped by such date, Exhibitor shall notify each customer ordering such merchandise in writing and upon request of such customer, will return promptly any deposits or purchase price payments made by such customer. Exhibitor agrees to indemnify and hold Junior League harmless from and with respect to any claims, expenses or other liability arising out of or in connection with the delay or failure of Exhibitor to deliver any merchandise ordered at the Mart.

5. **Responsibility and Liability.** Exhibitor understands and agrees to the following: a) Exhibitor will not sublet or assign space; b) Exhibitor assumes all risks of loss and damage in connection with the transportation, packing and unpacking, display and sales of merchandise at the Mart; and c) the JLB shall not under any circumstances whatsoever be liable or otherwise responsible for personal injury or the death of any person or property damage or other claims of any kind arising in any way in connection with or through the operation of display space at the Mart or for any actions or activities of any exhibitor, including Exhibitor, or such exhibitor's employees or agents (or the actions or activities of the employees or agents of MetraPark). Exhibitor hereby releases the JLB and each of its members, officers, directors, employees, and agents from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by Exhibitor or Exhibitor's employees or agents in connection with or through the actions or activities of any exhibitor, including Exhibitor, such exhibitor's employees or agents, or the employees or agents of MetraPark. Moreover, Exhibitor agrees to indemnify and hold the JLB and each of its members, officers, directors, employees, and agents harmless from and against any and all actions, claims and demands arising out of Exhibitor's participation in and operation of display space at the Mart, including but not limited to, the Exhibitor's maintenance or operation of the display and the other activities or affairs of the Exhibitor or its employees or agents at the Mart, and from and against any and all costs, expenses, and fees, including reasonable attorneys' fees, incurred by JLB or its members, officers, directors, employees, and agents, in connection with any action, claim, suit, proceeding, demand, or judgment incident to any of the matters JLB and each of its members, officers, directors, employees,

and agents is indemnified against by Exhibitor under this Agreement. Exhibitor further agrees that such insurance shall neither be canceled nor reduced without at least 10 days prior written notice to the JLB.

6. Rental Payment and Refunds. Exhibitor must submit a check or money order for the full amount of the rental fee and all other charges at the time this agreement is executed. No refunds will be made.

Booth placement and location will be determined by the JLB when the signed contract with full payment has been received.

7. Termination of Agreement. Performance of this Agreement by either party is subject to the acts of God, war, government regulations, disaster, strikes, civil disorder, failure to secure sufficient exhibitors for the Mart, change of the Mart site, or cancellation of the Mart. Failure by Exhibitor to comply with any terms of the Agreement may, at the sole discretion of the JLB, result in expulsion from the Exhibit Area and forfeiture of Exhibitor's exhibit fees. This Agreement may be terminated only for one or more of these reasons by written notice from one party to another.

8. Agreement Commencement. This Agreement will become effective when accepted in writing by the JLB. The agreement must be accompanied by a \$100.00 deposit from the exhibitor.

9. Agreement Precedence. This Agreement represents the entire understanding between the parties and shall supersede as of the effective date hereof any and all other agreements between the parties. Modification to this Agreement can only be made and will only be effective if in writing and signed by both parties.

10. Additional Terms. Exhibitor acknowledges and agrees that it shall be bound by and shall comply with all display and exhibition requirements and restrictions of the JLB and MetraPark, including, but not limited to these policies provided to Exhibitor by JLB.

11. Property Deemed Abandoned. Exhibitor acknowledges that any property that is left behind 30 or more days after the Mart will be deemed abandoned and will become property of JLB.

Signed: _____
Company: _____
Print Name: _____
Address: _____
City/State/Zip: _____
Phone: () _____

Accepted this ____ day of _____, 20__
by the JUNIOR LEAGUE OF BILLINGS, INC.
116 North 29th Street
Billings, Montana 59101 (406) 652-6272

Junior League President

Print your company name the way you want it publicized: _____

Please give a brief description of your merchandise: _____

