

NEW MAILING ADDRESS same venue!

PO Box 866, Holbrook, NY 11741 / www.CantonintheCity.com / Email: Info@CantonintheCity.com

8th annual CANTON IN THE CITY™ Holiday Gift Market (972) 471-0601

Grapevine Convention Center, 1209 So. Main Street, Grapevine, TX 76051

(From Highway 121 exit Main Street north, 1st light turn right onto Vine) - CANTON IN THE CITY™ has no affiliation with "First Monday Trade Days" in Canton, TX

Sat / Sun, OCTOBER 23 - 24, 2010 - and -

Sat / Sun, NOVEMBER 27 - 28, (Thanksgiving weekend BIGGEST shopping weekend of the year!)

SHOP: Saturdays 10-5 / Sundays 10-4 TWO-DAY ADMISSION: Adults \$5 / JH & HS Students \$1 / Kids to 11 Free / Free parking!

\$25 Vendor REFERRAL for every NEW Vendor referred by you and accepted into the show! (Referred vendor must never before have participated)

\$1 per Adult admission DONATED to SHOPPER's favorite charity with full-paid admission and completed coupon. Donation coupon at www.CANTONINTHECITY.com - and / or -

VENDORS may advertise "\$1 OFF ADULT ADMISSION (one per Adult)" and provide discount to YOUR customers, friends and co-workers! Distribute COUPON by e-mail, fax, photocopy and handout. (Discount is in lieu of donation.)

CANTON IN THE CITY™ is NOT a hand-made only show, commercial products are welcome. Each show requires TWO-DAY vendor participation. October and November booth locations may differ.

SUBMISSION: (A) Signed application; (B) No. 10 postage-paid, self-addressed envelope; (C) at least two photos containing EVERY product to be sold (group items within photos, print photos website or provide brochure). Email pictures NOT accepted; and (D) Payment. (All major credit cards accepted and billed through PayPal.com).

BOOTH FEES: \$250 (Regular), \$280 (Corner, having two sides), or \$300 (Premium, most popular or 5' x 20'). You may request specific booth, if available. Most booths measure 9' 1/2" wide by 10' deep. Limited half-booths are \$155. Corner booths are Nos. 5, 12, 18, 24, 30, 37, 61, 63, 52, 53, 56, 73 & 77. Premium booths are Nos. 1 - 4, 11, 23, 29, 36, 47, 57 - 60, 68, 71, 72 & 74 - 76 (Stage area is NOT elevated). View floor plan at www.CantonintheCity.com.

ELECTRICITY (110v) is \$25. Please bring OWN EXTENSION CORDS. Full-length TABLE COVERS required. TABLE RENTAL (8' x 3') \$20 each per two-day show. Vendors may bring your own tables. Chairs provided.

FRANCHISEE One per show, (i.e., only one Avon vendor permitted however, other cosmetic vendors may participate).

BOOTH ASSIGNMENT: First-come, first-served and will not be confirmed until PAYMENT-IN-FULL is received and cleared by the bank and ALL required documentation has been received. Payments will be processed IMMEDIATELY and are non-refundable and non-transferable. Only if your application is denied (or show is sold out) will your payment be returned. Booth assignment provided at time of check-in. Management reserves the right to relocate booths at any time, including up to the start of the show.

CHECK-IN ALL Vendors must pay a REFUNDABLE \$20 (CASH ONLY) ID Badge/clean-up deposit for two IDs. Additional IDs require a \$5 deposit each. Refunds may be obtained after the close of business Sunday AFTER booth has been broken down entirely and ID badges returned. Refunds must be collected by the close of business Sunday or is forfeited.

SETUP is SATURDAY (day of show) as early as 5:00 am (arrive at anytime) but complete setup by 9:45 am. Booth separators/piping/draping/carpet NOT provided or required, but may be used. Tents NOT permitted. Carts, dollies and move-in/move-out assistance NOT provided. Booth set up, tear down and decorations are the responsibility of Vendor. Only professional signs permitted (not hand-written). Vendor questions must be posed to and answered by CANTON IN THE CITY™ only.

For the convenience of Shoppers, Vendors must RELOCATE ALL VEHICLES and trailers to designated Vendor parking to the east parking lot during entire Show (except handicapped persons). Management does NOT make change for Vendors. Grapevine sales tax is 8.25%.

By executing Application Vendor forms a binding Contract with Management and agrees to understand abide by all "Rules and Regulations" set forth herein and as amended. Failure to fully comply will cause Vendor to forfeit all monies paid and be barred from all future Shows. Contracts must contain original signature. Application submission does NOT guaranty participation in any Show. Please RETAIN a copy of this document for your records.

COMPANY NAME: _____

ITEMS: _____

Vendor products, services and displays are subject to the approval of Management

(Items Continued) _____

APPLICANT NAME: _____

Applicant Address: _____

Street

City

Zip Code

Applicant Home Phone: _____ Applicant Office Phone: _____

Applicant Mobile Phone: _____ Applicant E-mail: _____

PARTNER NAME: _____

Partner Address: _____

Street

City

Zip Code

Partner Mobile Phone: _____ Partner E-mail: _____

REFERRED BY: _____ Referral Email: _____

(Provide Referral Information in its ENTIRETY for eligibility)

REF'D's Address: _____ Referral Phone: _____

Street

City

State

Zip Code

DEADLINE: First-come, first-served until sold out. PAYMENT must be made IN-FULL to reserve booth. CREDIT CARDS ACCEPTED and billed via PAYPAL.com

How many OCTOBER booths? _____

How many NOVEMBER booths? _____

Electricity? _____

No. Table rentals (8x3) _____

Booth preference Nos? _____

Booth preference Nos? _____

(Add'l \$25) Yes / No _____

(\$20 each) _____

Circle: CORNER (add'l \$30) or PREMIUM (add'l \$50)?

Circle: CORNER (add'l \$30) or PREMIUM (add'l \$50)?

PLEASE BRING OWN CORDS

NOT MANDATORY

SIF SOLD OUT \$30/\$50 WILL BE REFUNDED

IF SOLD OUT \$30/\$50 WILL BE REFUNDED

SIGNATURE: _____ DATE: _____ AMT ENCLOSED: _____

Contracts MUST contain date and original signature. Signature confirms your reading, understanding and agreement of entire Contract AND permission to charge your credit card.

Remit APPLICATION and REQUIREMENTS to: CANTON IN THE CITY™, PO Box 866, Holbrook, NY 11741

8th annual CANTON IN THE CITY™ Holiday Gift Market - Grapevine Convention Center

OCT 23 - 24 & NOV 27 - 28, 2010 (Thanksgiving weekend)

PO Box 866, Holbrook, NY 11741 (972) 471-0601

www.CantonintheCity.com / Email: Info@CantonintheCity.com

RULES and REGULATIONS

MANAGEMENT/ORGANIZER: CANTON IN THE CITY™ Holiday Gift Market (hereinafter "Management / Organizer / Show Promoter"), PO Box 866, Holbrook, NY 11741; Telephone (972) 471-0601. www.CantonintheCity.com. E-mail: Info@CantonintheCity.com. All questions must be posed to and answered by Canton in the City™ only.

VENUE: Grapevine Convention Center, 1209 South Main Street, Grapevine, TX 76051 (hereinafter Site/Venue). Venue has NO authority to answer Vendor questions or make decisions on behalf of Management.

SHOW DATES: Sat/Sun, **OCTOBER 23 & 24**, and Sat/Sun, **NOVEMBER 27 & 28, 2010** (Thanksgiving weekend BIGGEST shopping weekend of the year). Vendors may participate in either or both two-day shows.

APPLICATION SUBMISSION/PAYMENT: Submit: (1) Signed application; (2) "No. 10" postage-paid, self-addressed envelope; (3) payment; and (4) photos. All major credit cards accepted and billed via PayPal.com.

RETURN ENVELOPE REQUIRED: Vendor must provide a "No. 10" postage-paid, self-addressed envelope with the submission of application.

BOOTH ASSIGNMENT: Booths assigned on a first-come, first-served basis once payment-in-full has been received and cleared by the bank. November booth location may differ from October booth location.

FEES/TERMS: Vendors must be paid-in-full in advance of Show. Fees paid per this Contract represent an agreed measure of compensation for fair value of services rendered by Management. Management is entitled to close a Vendor exhibit at any time for failure by Vendor or its agents to perform, observe, or meet any terms or conditions set forth herein and Vendor will not be entitled to any refund or reimbursement for any part of any fee collected by Management. If payment-in-full for contracted Vendor space has not been received with signed application, Vendor is in breach of contract and no refunds will be made.

REFUNDABLE CLEAN-UP/ID BADGE DEPOSIT: Check-in may not occur until deposit is made. A mandatory **REFUNDABLE** \$20 CASH clean-up/ID badge fee will be collected from every Vendor upon check-in. Two ID badges will be provided. Each additional badge requires a \$5 refundable deposit. Refunds may be obtained after the close of business Sunday AFTER booth has been broken down, cleaned and ID badges have been returned to Management. Refunds not claimed in-person by the close of business Sunday becomes the property of Management, no exceptions. Refunds are made only to the Vendor who executed Contract.

SHOW HOURS: Saturdays 10 to 5 / Sundays 10 to 4. Vendors must be open for business during entire Show. Show times subject to change by verbal or written notice.

PHOTOS: At least two photos containing every product to be sold must be submitted (group items within photos). Website photos/brochures accepted. Email pictures NOT accepted. Pictures will NOT be returned.

\$25 VENDOR REFERRAL: \$25 will be credited to Vendor account for every NEW Vendor referred by you and accepted into the show. Your referral information must be provided on their application, including your name, address, telephone and email. New Vendors are defined as having never before participated in a Canton in the City™ show. Incomplete referral information will not be paid.

VENDOR/EXHIBITOR: Vendor/Exhibitor/Non-Profit consists of you, your organization, agents, representatives, partners, co-workers, employees, volunteers, family members or participants on your behalf (hereinafter "Vendor"). Vendor will be held liable for the actions of aforementioned persons and must abide by Contract Rules herein set forth.

ENTIRE SHOW: Entire Show is managed and controlled by Organizer as specified above. No individual, city employee, or authoritative figure (other than Police or Fire Marshall) shall have the authority to control Show other than Management as defined herein.

CONTRACT/AGREEMENT/LEASE: Vendor as defined above, doing business with Canton in the City™ by renting space, selling/distributing merchandise, information, inventory, products, samples or services (hereinafter merchandise) agrees to abide by all Rules and Regulations herein and as amended. Receipt of Contract by Management with payment will form a binding Contract between Vendor and Management.

NO CHANGE MADE: Management does not make change for Vendors. Compass Bank with ATMs is located directly across the street from Venue.

NO GUARANTY: Management does NOT guaranty the financial success of Vendor's participation in any Show and cannot be held responsible or liable for Vendor sales.

NO REFUNDS: Management will NOT refund any fees for any reason. Vendor may sub-lease booth to avoid loss of payment (with Management's written permission).

SUB-LETTING BOOTH TO RECOVER FEES: Not less than fourteen (14) days prior to each show, Vendor may sub-let booth space with notification to, and written permission from Management. Subletting process must be **FINALIZED within 72 hours** from the date of notification to Management. Vendor is responsible for obtaining payment from subletting Vendor. Management will NOT reimburse Applicant/Vendor or subletting vendor for any fees. Applicant/Vendor must provide FULL disclosure of the subletting Vendor (name, company name, complete address, telephone number, email and complete product description, including photos). If Vendor fails to provide Management written information, Vendor is in violation of the Contract and will be charged **double** rental fee.

BOOTH REQUIREMENTS: Booth decoration, setup and tear down are the responsibility of Vendor. Tables must be fully covered. Only professional signs permitted (not handwritten). Decorations must be non-combustible/flameproof.

TENTS: NOT permitted.

CHECK-IN/SETUP/RESTOCK INVENTORY/BREAKDOWN: Check-in begins Saturday as early as **5 am** and must be completed by **9:45 am**. Vendor may restock inventory beginning Sunday at 8 am. Breakdown begins Sunday after 4 pm after the close of business and must be completed by 7 pm or Vendor agrees to forfeit \$20 cash deposit, and pay fines imposed by the Grapevine Convention Center at a rate of \$250 per hour (prorated) for every minute past 7:00 pm. Times subject to change. Management does not accept responsibility of any kind whatsoever, nor is a bailment created for merchandise, property or equipment delivered to, and/or stored by Vendor. Failure to cooperate and abide by these rules will result in FORFEITURE of deposit.

HEALTH PERMITS: Vendors may not sell or give away food, candy, beverages or any samples without obtaining proper health permits. Vendor NOT Management is responsible to obtain permits and pay fees and/or fines imposed by Health Inspector. If Health Inspector orders Vendor to leave the show, Vendor must comply without receiving any refunds from Management. For information, contact **Tarrant County Public Health Department**, 1101 S. Main Street, Room 2300, Fort Worth, TX 76104; **(817) 321-4960**; fax (817) 321-4961 or www.tarrantcounty.com. **DO NOT** contact the Grapevine Convention Center for permit information.

ELECTRICITY: Electricity fee covers one 110v outlet per booth. Limited 220v booths available on a first-come, first-served basis. Vendors MUST provide OWN electrical and extension cords.

BUILDING RULES/NOT PERMITTED: Venue is a smoke-free building and does NOT permit the use of nails, thumb tacks or tape on walls. No open flames or smoke-emitting materials, hay or straw inside building.

PARKING: Parking NOT permitted anywhere on the lawn. If illegally parked, Venue will issue a monetary fine for property damage and have vehicle towed at owner's expense. Vendor will be barred from all shows.

CONDUCT/DRESS CODE: Professional conduct a must. Business casual attire. Not permitted: tank tops/flip-flop shoes/vulgar or discriminatory writing on clothing. Management does not tolerate or permit vulgar or discriminatory language or conduct. NO refunds will be made if Vendor or its Agents are asked to leave the Show.

BOOTH SPACE(S): Vendor may not change the location of assigned booth spaces, change or add merchandise or services being displayed, other than items listed on Contract, without prior written consent of Management. If Management in its opinion deems a booth inappropriate or asks that certain items be removed, Vendor must immediately implement Management's recommended changes (at Vendor expense) or be expelled from Show and forfeit entire payment. Management reserves the right to change Vendor booth location up to the start of the Show.

SHARING BOOTH: Vendor may share booth space with written permission from Management. Vendor must provide Management FULL disclosure of the Vendor wishing to share booth (name, company name, complete address, telephone number and complete product description, including pictures). If Vendor fails to obtain written permission from Management or fails to provide any information, Vendor is in violation of the Contract and will be charged **double** rental fee.

SHOW LAYOUT: Management reserves the right to change the layout of the Show or any part thereof, at any given time and for any reason and without any liability.

SITE CONTROL: Entire venue, parking lots, loading docks, sidewalks, ramps, lawn, entrance and exits, tables, chairs, aisles, storage room, restrooms, halls, walls, and floors will be under the control of Management.

VENDOR AREA: Signs, chairs, tables, displays, merchandise or any other belongings of Vendor may NOT extend into the aisles or obstruct or impede other spaces or aisles. Aisles, doorways, hallways, exits and fire exits cannot be blocked by objects, merchandise or displays. Vendor and their agents may not sell merchandise, give souvenirs or hand out any literature in any location other than ASSIGNED booth space, including outside the building.

MANAGEMENT DISCRETION: Management reserves the right in its sole discretion to determine Applicant eligibility and has the right to reject or prohibit Vendor from attending Shows with no liability or recourse against Management or any of its representatives. Management has the right to relocate any Vendor booth at any time, to maintain the character and good order of the Show.

ADVERTISING: Management is NOT responsible and will not be held liable for any errors, omissions, typos, misspellings of any kind, regarding any publication or advertisement, including electronic media and signage. Management requires Vendor to make all efforts to advertise their own company, products, services and participation in the Show.

SOUND/MUSIC/DEVICES: Vendor may not operate sound equipment that may prove disturbing to others. Management has the right to determine the acceptable level of sound in every such instance. Vendor is responsible for obtaining proper licensing for music played from their display. The throwing of souvenirs/objects, loud shouting and making unnecessary noises by human or mechanical means, or other attention attracting devices or motions/movements are not permitted and are grounds for eviction from the Show without refund.

SECURITY: Vendor understands and agrees that if present, Management's security whether in uniform or plainclothes is a presence to inhibit theft only. While building will be locked when Show is not in progress, Venue employees and contractors will have access to the building at all times. Management will not be held liable for Vendors' merchandise, the safety of Vendors, employees or visitors from the disappearance of persons or property, any type of injury, accident or any other cause during any period of the Show even when Show is not in progress, including setup and dismantling times.

LOSS/THEFT/FIRE/ACCIDENT INSURANCE: Management does not provide insurance for the benefit of Vendors. Vendor is required to obtain insurance coverage. Management does not offer or accept responsibility of any kind whatsoever and will not be held liable for theft of Vendors' property, any type of injury, damage, fire, accident, disappearance of persons/property, or any other loss during any period of the Show even when Show is not in progress.

INDEMNIFICATION: Vendor shall indemnify and hold Management harmless from any and all damage, loss, accident, injury or liability resulting from any claims, demands, suits or other legal actions based on or arising out of Vendor occupation, participation or use of Vendor space, operation, installation or removal of exhibits, including, but not limited to all claims and demands of Vendors or any third-party, their agents, employees, family members, representatives, customers and guests, for injury to persons or property (including theft or mysterious disappearance of persons or property or terrorist attack) arising by virtue of any occurrence in the exhibit space or on site, including all parking areas in proximity to the show site during any period which Vendor is moving into or out of the Show Site.

COMPENSATION: In the event of war, terrorism, fire, government regulations, catastrophe, act of God, act of Nature, public enemy or other cause beyond the control of Management, Management and any party hereto is prevented from being held liable. If Show is canceled or if assigned Vendor space becomes unavailable, any refund of Vendor fees to Vendor shall be at the sole discretion of Management with no recourse to Management. Such refund, if given, shall be a proportionate share of the balance of the aggregate Vendor fees received which remains after deducting expenses incurred by the Show and also reasonable compensation to the Show, but in no case shall the amount of refund to Vendor exceed the amount of Vendor fees paid.

CANCELLATION/LATE ARRIVAL/NO SHOW: This Contract is binding and has no provision for cancellation. All payments received by Management are non-refundable and non-transferable. If Vendor fails to make payment or fails to comply in any way with the terms of this Contract, Management reserves the right to immediately cancel this Contract without notice and all Vendor's rights shall cease and terminate immediately. Any payments made by Vendor will be retained by Management as liquidated damages for Breach of Contract and Management has the right to re-rent said space. Failure to appear does not release Vendor from financial responsibility of payment-in-full of the cost of Show space. If Vendor fails to **occupy the contracted Show space by 9:30 am** Saturday, or fails to comply with the terms of this Contract, Management is duly authorized to use such space in any manner it deems, and Vendor remains liable for payment-in-full of Show space and will forfeit any payments already made.

ACCOUNTING REVIEW: Vendors, agents and representatives (no one) has any right to an accounting review or audit of any of Management's records (including donation records) at any time and for any reason.

BOUNCED CHECKS: Vendor will be charged a \$25 fee (each time) for checks returned for insufficient funds and will lose the privilege of paying by personal check for any future Shows. To participate in any future Shows, Vendor must first reimburse Canton in the City™ for any fees incurred due to Vendor's accounting error and remit payment in the form of a cashier's check or money order.

INTERPRETATION: Management only, not building owners, employees or representatives, has the full power and authority to interpret and/or amend the terms of this Contract so as to preserve the integrity of the Show. All decisions by Management must be accepted as final in any dispute between Vendor and Management, including any situation not covered by the terms of this Contract. If a legal dispute should arise, Vendor will be fully liable for any and all fees incurred, including court costs, filing fees, mediation/arbitration fees, attorneys' fees, loss of wages, photocopy fees, postage, electronic and telephone fees.

COMPLETE CONTRACT: This Contract, together with any and all addendums, attachments and sub-parts (electronic mail/facsimile/hand-written notes) approved by Management, constitute the complete agreement between Management and Vendor. This Contract supersedes all previous or contemporaneous negotiations, arrangements or agreements, if any, between Management and Vendor with respect to the subject matter. No modification of this Contract by Vendor shall be valid unless approved in writing by Management.

EXCLUSIVITY: Management does not offer exclusivity for any products or services, nor can Management guarantee that Vendor will not be placed near a competitor.

TEXAS LAW: This Contract shall be construed under the laws of the state of Texas. All legal actions/obligations hereunder shall be brought to enforce rights under this Contract and shall be instituted in the courts in the state of Texas at the sole expense of Vendor.

FAILURE TO PROVIDE VENDOR SPACE: Management shall not be responsible for any damages or causes of action resulting from failure to provide a specified or requested booth space due to any reason beyond its control, or due to its sole or partial negligence, including without limitation, government regulations or controls, strikes, work stoppages, acts of God, acts of Nature, terrorism or the occupation of any portion of the building by any governmental authority, public enemy, or Management's inability to obtain sufficient space from the owner of the building. In the event of such failure to provide a specified Vendor space, Management may, at its option, terminate this Contract in its entirety by refunding to Vendor up to fifty percent (50%) of the total Vendor fees paid by Vendor, thereby releasing Management and all its parties herein from any and all further obligations under this Contract. In the event of a partial or total evacuation of space for less than five (5) hours for a cause beyond the control of Management, there shall be no reduction or abatement of Vendor fees paid by Vendor. In the event of a partial or total evacuation of space for five (5) hours or more, Vendor fee shall be reduced in proportion to the period of time lost in relation to the total time of Show per the Show timetable, up to a maximum reduction of fifty percent (50%) of the total Vendor fees as determined by Management. Notwithstanding any of the foregoing, in no event shall Management's liability to Vendor hereunder exceed fifty percent (50%) of the total Vendor fees provided per this Contract.

\$1 DONATIONS: COUPONS are available at www.CantonintheCity.com. Donations are at the sole discretion of Management. Vendor participation is not required for donations to be made! Donations made when Shoppers submit COMPLETED donation coupon and full-priced entry fee upon admission. Coupons must be completed **in its entirety**. In December donation COUPONS will be tallied and a check representing the **number of coupons received will be mailed**. NO limit to the number of charities that may participate / NO monetary limit of donation.

\$1 DISCOUNT COUPONS: Vendors may offer YOUR customers a **"\$1 OFF ADULT ADMISSION (one per Shopper)"** by adding this to your advertisements and/or websites. Coupons may be photocopied and distributed by email, fax or handout! SHOPPER DISCOUNT COUPONS available at www.CantonintheCity.com.