

10th annual CANTON IN THE CITY™ Gift Market (972) 471-0601

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

Grapevine Convention Center, 1209 S. 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, NOVEMBER 24 - 25, (Thanksgiving weekend BIGGEST shopping weekend of the year!)

SHOP: Saturday 10 - 5 / Sunday 10 - 4

TWO-DAY ADMISSION: Adults & Seniors \$5 / JH & HS Students \$1 / Kids to 11 Free / Free parking!

\$25 Vendor REFERRAL PAID 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 COUPONS 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. Show requires TWO-DAY Vendor participation. Grapevine sales tax is 8.25%.

ON-LINE SUBMISSION: (1) Signed application in .PDF format; (2) Two photos in .PDF format containing EVERY product to be sold (group items within photos); and (3) Indicate payment method (check/credit card). E-mail to: info@CantonintheCity.com. If your application is accepted and you wish to pay with credit card, you will be billed through PayPal.com. There is a \$10 processing fee included in invoice.

MAIL SUBMISSION: (1) Signed application; (2) Two photos containing EVERY product to be sold (group items within photos or provide brochure); and (3) Check or Money Order payable to Canton in the City. Mail to: CANTON IN THE CITY, PO BOX 866, HOLBROOK, NY 11741.

TWO-DAY BOOTH FEES: View floor plan at www.CantonintheCity.com (A) Regular Booth approx. 9' 6" across by 10' deep = \$250; (B) Corner Booth (has two sides) approx. 9' 6" across by 10' deep = \$280, or (C) Premium Booth, (most popular) approx. 5' deep by 18' long = \$300. You may request specific booths, if available (not guaranteed). (D) Half-booths (5' x 5') = \$155. HALF booths are Nos. 46a, 49a, 57a, 59a. CORNER booths are Nos. 5, 12, 18, 24, 30, 37, 44, 45, 53, 56, 61, 63, 73 & 77. PREMIUM booths are Nos. 1, 2, 3, 4, 11, 23, 29, 36, 47, 57, 58, 59, 60, 68, 71, 72, 74, 75 & 76. If you pay for an upgraded booth and one is not available, your payment will be refunded on the DAY of the show.

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

ELECTRICITY: (110v) is \$25. Please bring OWN EXTENSION CORDS and ELECTRICAL TAPE.

TABLE RENTAL: TABLE RENTAL (8' x 3') \$20 each for two-days. Square booths fit not more than three tables. Long booths fit not more than two tables. Vendors may bring your own tables. Full-length TABLE COVERS REQUIRED but not provided. Two (2) chairs provided per booth.

BOOTH ASSIGNMENT: (NO RESERVATIONS). First-come, first-served when ALL required documentation is submitted. Participation not confirmed until PAYMENT-IN-FULL is received and cleared by the bank. Payment processed IMMEDIATELY and is non-refundable and non-transferable. Only if your application is denied (or show is sold out) will your payment be returned. If you paid for a Corner or Premium booth and one is not available, the difference will be refunded on the day of the Show. Booth assignment provided at 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) Clean-Up/Two ID Badge deposit at check-in. Additional ID deposits are \$5 each. Refunds obtained after the close of business Sunday AFTER booth has been broken down entirely, inventory removed from premises and ALL ID badges returned. Non-return of even one ID, as well as Vendor's LATE arrival to show, EARLY departure from show, EARLY breakdown of booth, moving inventory in/out of building during show, failure to RELOCATE VEHICLE to Vendor Parking and EARLY relocation of vehicle to front of building FORFEITS ENTIRE DEPOSIT, no exceptions. Refunds must be collected by Applicant after the close of business Sunday or is forfeited. No partial refunds.

SET-UP/RESTOCK INVENTORY: SATURDAY (same day of show) as early as 5:00 am (arrive anytime, but complete setup by 9:30 am or booth will be reassigned and no refunds will be made). Backdrops / separators / carpeting / pipe & drape 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 decoration are the responsibility of Vendor. Only professional signs permitted (no hand-written signage). RESTOCK inventory SUNDAY at 9:00 am.

RELOCATE VEHICLE For the convenience of Shoppers, Vendors must RELOCATE VEHICLES and trailers to the designated Vendor parking - east parking lot - during entire Show (except handicapped persons). Failure to relocate your vehicle to Vendor Parking and/or relocating your vehicle to the front of the building before show ends will cause FORFEITURE of ENTIRE deposit. No exceptions.

NO CHANGE MADE: Management does NOT make change for Vendors. Vendor questions must be posed to and answered by CANTON IN THE CITY™ only.

By submitting Application, Vendor forms a binding Contract with Management, understands and agrees to 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 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: _____

Applicant's Auto License Plate No.: _____ Applicant's Trailer License Plate No.: _____

PARTNER NAME: _____

Partner Address: _____

Street

City

Zip Code

Partner Mobile Phone: _____ Partner E-mail: _____

Partner's Auto License Plate No.: _____ Partner's Trailer License Plate No.: _____

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

of NOVEMBER booths? _____

Electricity? _____

of Table rentals (8x3) _____

Booth preference, if avail. Nos? _____

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

(\$20 each) _____

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

PLEASE BRING OWN CORDS & ELECTRICAL TAPE

NOT MANDATORY, YOU MAY BRING OWN TABLES

IF SOLD OUT \$30 / \$50 WILL BE REFUNDED OM DAY OF SHOW

SIGNATURE: _____

DATE: _____

Contract MUST contain signature. Signature confirms your understanding and agreement to abide by all rules of Contract.

AMT ENCLOSED: _____

REQUEST TO PAY WITH CREDIT CARD? Yes / No (invoice e-mailed via PAYPAL)

\$10 application processing fee

Submit ON-LINE attach APPLICATION, PHOTOS in .PDF format and e-mail to: Info@CantonintheCity.com

(Indicate in e-mail if you wish to pay with credit card or if you will mail payment to address below)

-OR -

Mail APPLICATION, PHOTOS and PAYMENT to: CANTON IN THE CITY™, PO Box 866, Holbrook, NY 11741

RULES and REGULATIONS

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

VENUE: Grapevine Convention Center, 1209 S. 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, **NOVEMBER 24 & 25, 2012** (Thanksgiving weekend – biggest shopping weekend of the year!)

SHOW HOURS: Saturday 10 - 5 / Sunday 10 - 4. Vendors must be open for business during the entire two-day Show. Show times subject to change at any time by verbal or written notice.

APPLICATION SUBMISSION: (1) Signed Application; (2) Photos (at least two photos containing EVERY item to be sold – you may group items together) or print photos from your website or provide brochure; and (3) payment. Major credit cards accepted and billed via PayPal.com. There is a \$10 application processing fee included on invoice.

BOOTH ASSIGNMENT: Booths assigned first-come, first-served when executed application and all required documentation have been received and when payment-in-full has cleared the bank.

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.

REFUNDABLE CLEAN-UP/ID BADGE DEPOSIT: Check-in may not occur until deposit is made. A mandatory **REFUNDABLE \$20 CASH ONLY** clean-up/ID badge deposit will be collected from every Vendor upon check-in. Two ID badges provided. Each additional ID requires a \$5 refundable deposit. Refunds may be obtained after the close of business Sunday AFTER booth has been broken down, cleaned and ALL ID badges have been returned to Management. ID badges not returned (including only 1) forfeits ENTIRE deposit. Vendor's LATE arrival / EARLY departure from show, EARLY breakdown of booth, moving inventory in/out of building during show, failure to RELOCATE VEHICLE to Vendor Parking, and EARLY relocation of vehicle to front of building FORFEITS ENTIRE REFUND, no exception. Refunds not claimed in-person by the close of business Sunday becomes the property of Management. Refunds made only to Vendor who executed Contract.

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

\$25 VENDOR REFERRAL PAID: \$25 referral paid for every NEW Vendor referred by you and accepted into the show. Your referral information in its entirety must be provided on application (name, address, telephone and e-mail). 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, associates, employees, volunteers, family members, participants or representatives on your behalf (hereinafter "Vendor"). Vendor will be held liable for the actions of aforementioned persons and all must abide by Contract Rules and Regulations herein set forth herein. Only initial Applicant/Vendor will receive correspondence from Management. Vendor is solely responsible to share all information with above-mentioned colleagues.

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.

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 advertise YOUR company, products, merchandise, items, services and participation in the Show, separate from Management's advertising.

NO CHANGE MADE: Management does not make change for Vendors. A 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 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 – see below).

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 initial 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 and signed Application of Sublet Vendor). If Vendor fails to provide Management written information, Vendor is in violation of the Contract and will be charged **double** rental fee.

BOOTH REQUIREMENTS: Tents NOT permitted without written permission. Booth decoration, set-up and tear down are the responsibility of Vendor. Tables must be fully covered. Only professional signs permitted (no handwritten signage permitted). Decorations must be non-combustible and flameproof.

CHECK-IN/SETUP/RESTOCK INVENTORY/BREAKDOWN: Check-in begins Saturday as early as **5 am** and must be completed by **9:30 am**. Vendor may restock inventory beginning Sunday at **9:00 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. 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.

HEALTH PERMITS: Vendors may not sell or give away food, candy, beverages or any samples without obtaining the 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 permit 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.

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

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 on pavement only, not on the grass. If illegally parked, Venue will issue a monetary fine for property damage and have vehicle towed at owner's expense and 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 of any kind 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, change or add merchandise/services being offered, 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 and refundable deposit. Stored inventory must remain in assigned booth space and not be visible, not obstruct walkways, other vendors or the flow 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 numbers and complete product description, including photos of every item). 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, entrances/exits, tables/chairs, storage room, restrooms, halls, walls, doors and floors will be under the control of Management.

VENDOR AREA: Signs, chairs, tables, displays, merchandise, inventory or any other belongings of Vendor may NOT extend into the aisles or obstruct or impede other space or aisles. Aisles, doorways, hallways, exits and fire exists cannot be blocked by objects, merchandise or displays. Vendors may not sell, demonstrate, give souvenirs, hand out 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 Vendor booth at any time, to maintain the character and good order of the Show.

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

SECURITY: No security patrol provided, building is locked down after Show. 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 any time. 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 the Show or 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 own insurance coverage. Management does not accept responsibility of any kind 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 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, act of God 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 venue.

COMPENSATION: In the event of war, terrorism, fire, hurricane, tornado, inclement weather, 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: No one, including Venue, Vendors, agents and their representatives has any right to an accounting review or audit of any of Management's records at any time and for any reason.

BOUNCED CHECKS: Vendor will be charged a \$35 fee for checks returned for insufficient funds and will lose the privilege of paying by personal check for any future Shows. To participate in 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 cashier's check or money order.

INTERPRETATION: Management only, not building owners, employees, agents or representatives, has the power and authority to interpret and/or amend the terms of this Contract. 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.

NEW YORK LAW: This Contract shall be construed under the laws of the state of New York. All legal actions/obligations shall be brought to enforce the rights under this Contract and instituted in the courts in the state of New York at the sole expense of Vendor. If Vendor files suit in the State of New York, Vendor agrees to pay for all lawsuit travel, lodging, communications fees and court costs on behalf of Canton in the City.

FAILURE TO PROVIDE VENDOR SPACE: Management shall not be responsible for any damages or causes of action resulting from failure to provide a booth, specified or requested booth space due to ANY reason beyond its control, or due to its sole or partial negligence (overbooking), 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 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 and litigation under this Contract. In the event of a partial or total evacuation of space for a cause beyond the control of Management, there shall be no reduction or abatement of Vendor fees paid by Vendor. Notwithstanding any of the foregoing, in no event shall Management be liable to Vendor per this Contract.

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

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