



Spring Market

OF MEMPHIS

First right of refusal 7/1/2011

OFFICE USE ONLY	
Booth #	_____
Price	_____
Invoice Sent	_____
Paid In Full	_____
Packet Sent	_____

March 30 - April 1, 2012
Friday 9-9 Saturday 9-8 Sunday 11-5

Set-Up Time: Wednesday, March 28, 2012 Noon-6 p.m. and Thursday, March 29, 2012 8 a.m.-6 p.m.

Move Out: Sunday, April 1, 2012 5:01 p.m.-10 p.m. and Monday, April 2, 2012 from 8 a.m.-Noon.

Location: Agricenter International—7777 Walnut Grove Road, Memphis, TN 38120

Show Colors: Black

Company: _____
 Contact: _____
 Phone: _____
 Fax: _____
 Web Site: _____
 E-mail Address: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Type of Business: _____

We would like to reserve _____ # of booths. (Each booth is a 10' x 10' with pipe and drapes on sides, and ID sign.) Electricity is an additional charge. An Electrical Form will be included in the Exhibitor's Packet.
 With Corner _____ Without Corner _____ First Choice _____ Second Choice _____

BOOTH RENTAL	RESERVED AND DEPOSIT PAID		
	"EARLY BIRD" RATE (Up to January 15, 2012)		(After January 15, 2012)
10' x 10'	\$700		\$750
10' x 20'	\$1100		\$1200
10' x 30'	\$1500		\$1650
10' x 40'	\$1850		\$2100
Corner	\$100 extra		\$150 extra
Advertisements in the "Official Show Guide": Deadline is February 1, 2012			
Full page	\$1475	Back	\$1700
1/2 page	\$825	Inside Back	\$1575
1/4 page	\$455	Inside Front	\$1575
1/8 page	\$250		

Please check all items that you carry and % of each. Designer inspired items are acceptable - Counterfeit knock-offs are strictly prohibited!

- | | | | |
|-----------------------|------------------------------|--------------------|---------------------------|
| _____ art/photography | _____ beauty/wellness/health | _____ books | _____ children's clothing |
| _____ children's toys | _____ cookware | _____ gifts | _____ gourmet foods |
| _____ floral/garden | _____ home décor | _____ jewelry | _____ men's items |
| _____ monogramming | _____ pet accessories | _____ purses/shoes | _____ women's fashion |

other: _____

"Early Bird" deadline for application is January 15, 2012. A nonrefundable 50% deposit is due upon acceptance of contract and booth assignment made. An assigned booth number is guaranteed when a deposit is paid. Balance is due 60 days prior to Show date. Any balance remaining 30 days or less prior to Show date is subject to 10% charge on remaining balance. Cancellations and refunds are not accepted 60 days or less prior to the Show date. Please refer to "terms of contract". MidSouth Media Group, Inc. reserves the right to refuse an exhibitor for any reason, and has the right to limit the numbers of exhibitors showing similar or same products to prevent duplication.

I, the applicant, hereby release, indemnify and agree to hold harmless the promoter, MidSouth Media Group, and all other persons involved with the event from and against all liabilities and any claims for damage, loss or injury to person or property suffered during the event. (Including set-up days and non-business hours.) I understand that liability and casualty insurance against such damage, injury, and loss is my responsibility. I agree to abide by the rules of the Show and rules otherwise imposed by the promoter at any time. This contract is binding.

I have read and agree to the terms of this contract.

Signature: _____

Name (printed): _____ Date: _____

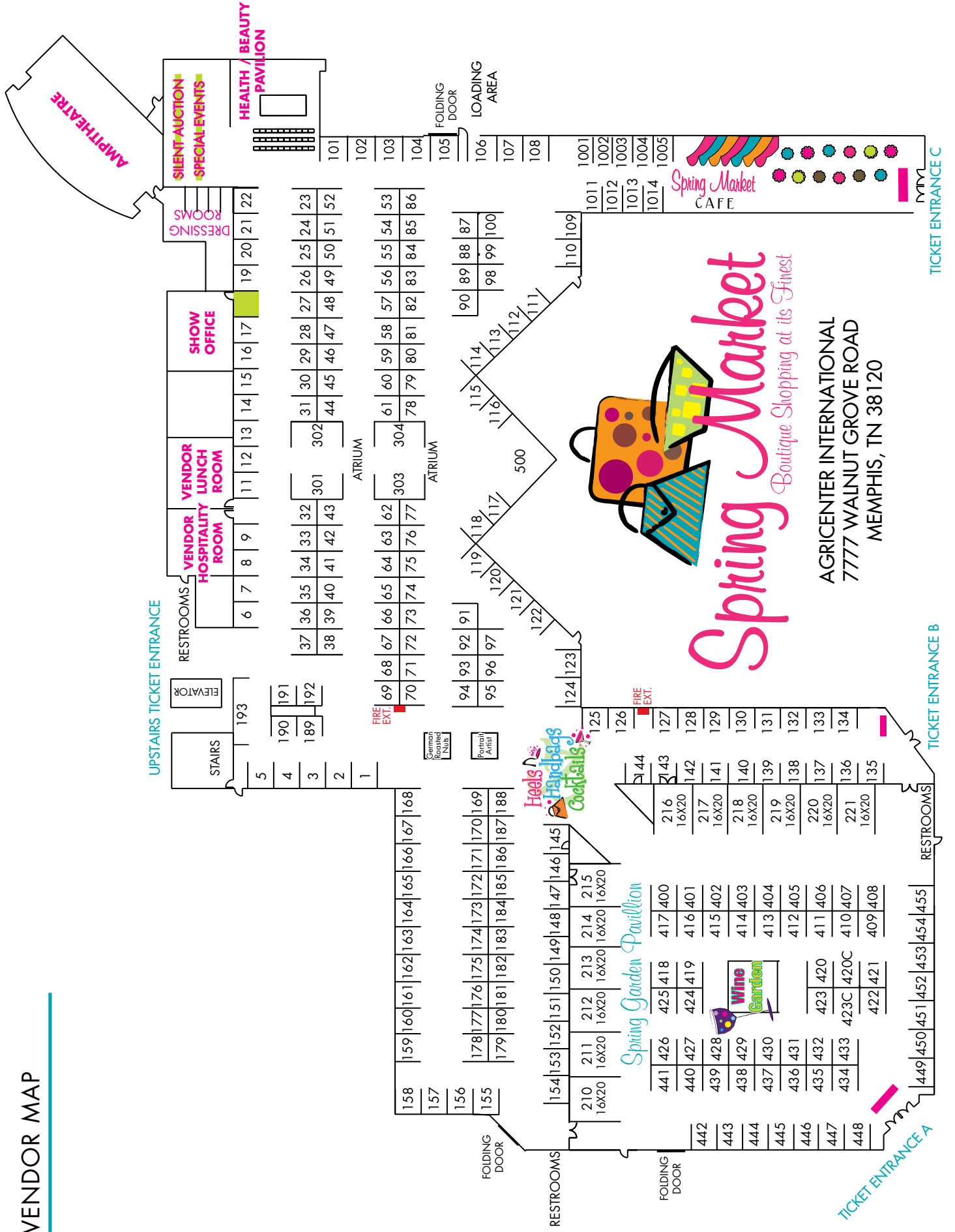
Please charge a deposit of \$ _____ to my Visa, MasterCard or American Express. 3.5% fee is applied to American Express transactions.

Card #: _____ Expiration: _____ Code: _____

Name on card: _____ Signature: _____

Complete application and mail to: Attention: Kristi Rowan
 MidSouth Media Group
 6920 Oak Forest Dr.
 Olive Branch, MS 38654
 Phone: 662.890.3359
 Fax: 662.890.3918
 Cell: 901.949.1101

VENDOR MAP



Terms of Contract Agreement

The company or individual(s) identified on the front of these contracts hereby subscribes for an exhibit booth or space at The Market Shows known as the following, Spring Market of Memphis, Spring Market of Jackson, Mistletoe Merchants of Memphis, and Mistletoe Merchants of Arkansas. (hereinafter "Show") to be held by MidSouth Media Group during 2012. Exhibitor shall adhere to the rules and regulations set forth herein, and conformance with such rules and regulations is understood to be part of this Contract. The signature of the Exhibitor, or its authorized representative, in the space on front of the contracts indicates agreement with all of the provisions of this Contract by Exhibitor, including its owners, officers, employees, agents, representatives, and independent contractors.

1. Exhibit/Booth Space. All displays are subject to approval by MidSouth Media Group, and MidSouth Media Group expressly reserves the right to reject any applicant for exhibit space and refund the amount that said applicant has paid for space. While best efforts will be made to accommodate Exhibitor's exhibit booth selection, MidSouth Media Group reserves the right to assign, designate or change exhibit or booth location. All Exhibitor personnel shall wear an identification badge while on the Show floor.

2. Hours of Operation. The hours during which the Show is open shall be Thursday, 9 a.m.–6 p.m., Friday, 9 a.m.–9 p.m., Saturday, 9 a.m.–6 p.m. for Thursday thru Saturday shows; and Friday, 9 a.m.–9 p.m., Saturday, 9 a.m.–8 p.m., and Sunday, 11 a.m.–5 p.m. for Friday thru Sunday shows. Exhibitor shall staff its booth during all hours the Show is open to the public. Exhibitor shall not begin disassembling its exhibits until 6:01 p.m. on Saturday for Thursday thru Saturday shows; and 5:01 p.m. Sunday for Friday thru Sunday shows. Exhibitors who do not comply with these provisions shall be assessed a surcharge in the amount of \$500.00. Exhibitor disassembly and move-out times are until 10 p.m.

3. Operation of Exhibit Space. Excessive noise, bothersome lighting or other use of exhibit space by Exhibitor that interferes with the exhibition space used by other Exhibitors or with the operation of the Show is prohibited, as is the creation of or maintenance by Exhibitor of any dangerous or hazardous condition or situation. Exhibitor's displays and advertising material shall not protrude into the aisles or otherwise interfere with the movement of visitors to the Show. Booth shall not exceed 8 feet in height without the approval of MidSouth Media Group, and Exhibitor shall not block or interfere with the visibility of an adjoining Exhibitor. Exhibitors shall exercise maximum care in the prevention of fire and to avoid loss of property, which is part of the Show.

4. Security Services. *MidSouth Media Group will provide security services beginning 6:00 p.m., the evening of first day of move in until the Show closes its doors to the public. Notwithstanding the above, Exhibitor shall not leave valuable items or personal property unattended at the exhibit booth or space, and MidSouth Media Group is not responsible for any losses Exhibitor may suffer as a result of items stored either at the Show facility or in or at the Exhibitor's exhibit space during the Show.*

5. Services Not Provided. MidSouth Media Group does not provide equipment, decoration, labor, carpenters, storage for exhibit materials, special lighting, gas, water supply or other related services. Exhibitor must make all arrangements for these items and, in addition to the indemnity obligations set forth in section 7 below; exhibitor shall defend, indemnify and hold harmless MidSouth Media Group for any and all claims, losses, damages, injuries, or other charges that may occur from any such arrangements made by Exhibitor.

6. Insurance Not Provided. Exhibitor acknowledges MidSouth Media Group does not have or provide insurance against the loss of or damage to Exhibitor's property at the Show for any reason. Exhibitor assumes the sole responsibility to obtain insurance of any kind, including but not limited to insurance against property damage, personal injury, theft, vandalism, business interruption, or any other insurance it may need to cover any losses it may suffer at the Show.

7. Liability and Indemnification Waiver. Exhibitor agrees to comply with all fire and safety rules and regulations adopted by all applicable governmental authorities and the Show. In the event MidSouth Media Group shall be held liable for any occurrence that results or might have resulted from the Exhibitor's action(s) or failure to act, including, but not limited to, acts or omissions constituting negligence, deceptive trade practices, strict liability, or the creation of liability resulting from an unreasonably dangerous product (product liability), Exhibitor shall reimburse and indemnify MidSouth Media Group for damages resulting from such liability and the costs incident thereto, including its reasonable attorneys fees. Exhibitor further agrees that it shall hold harmless and indemnify MidSouth Media Group from and against any loss, damage, expense or penalty arising from any action including any action based on strict liability or negligence, on account of personal injury or property, including its reasonable attorneys fees incurred in connection therewith.

8. Assignment Prohibited. Exhibitor shall not share, lease, sublet, assign, offer for use, or otherwise convey any portion of its exhibit space to any individual, partnership, corporation, company, firm or entity, without the prior written consent of MidSouth Media Group.

9. Cancellation Policy. **If Exhibitor is not able to attend the Show, they must submit the intent to cancel in writing. Exhibitor may be entitled to a refund based on the following schedule: a. Notice of sixty days or more: If written cancellation is received 60 days or more prior to the Show, and if the Exhibitor has paid for space in full, Exhibitor is entitled to a 50% refund of cost of space. b. Notice of less than 60 days: If written cancellation is received less than sixty days prior to the Show, Exhibitor will not receive a refund and will be responsible for full payment of booth space and any balance remaining. MidSouth Media Group is not responsible for cancellations and will not carry over balances into other events. No exceptions.**

10. Payment. Payment for Exhibitor's space must be in compliance with terms shown on the booth space contract. Any exceptions to these payment terms must be approved by MidSouth Media Group prior to date of final payment due date. No Exhibitor shall be permitted to erect an exhibit without having made full remittance of space rental or prior arrangements with MidSouth Media Group. Exhibitor consents to the jurisdiction of the courts of DeSoto County, Mississippi in any action brought by MidSouth Media Group to collect amounts owed hereunder, and expressly waives any objection Exhibitor may have to the assertion of personal jurisdiction by such courts. In any legal proceeding initiated by MidSouth Media Group to collect any sums owed by Exhibitor under this The Market Shows Contract, Media Group shall be entitled, in addition to the principal amount owed, to any and all costs or expenses incurred in bringing such action, including its reasonable attorneys fees.