

2008 WINTERFAIR GIFT MARKET

Exhibitor Contract

Sponsored by The Junior League of Stamford-Norwalk, Inc.

748 Post Road, Darien, CT 06820

Phone: 203-655-4662 Fax: 203-724-2157

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON(S): _____

COMPANY/CONTACT EMAIL: _____

PHONE: _____ FAX: _____

TAX ID NO: _____

Agreement, made and entered into as of the date of acceptance shown on the last page hereof, by and between The Junior League of Stamford-Norwalk, Inc., (hereinafter the "Sponsor") a non-profit corporation organized under the laws of Connecticut with its office in Darien, Connecticut: and _____ a corporation, partnership, individual (circle one) of _____ (city/state)(hereinafter the "Exhibitor").

1. Sponsor proposes to conduct and carry on a market entitled "Winterfair".
2. "Winterfair" shall be open for shopping from 10 a.m. – 5 p.m. on Friday, November 14, 2008, and from 10 a.m. – 5 p.m. on Saturday, November 15, 2008 (the "Shopping Hours"). Each vendor shall exhibit, display, and staff its wares during the Shopping Hours. A special Preview Shopping Event will take place the evening of Thursday, November 13, 2008 tentatively from 6 p.m. – 9 p.m.
3. Exhibitor hereby rents and hires from the Sponsor the following sales area. (Check desired option and write total below.) Rental includes the following:
 - ___ Booth Option 1 - \$300.00 includes one 5-ft. table, one chair, one wastebasket and one I.D. sign. (Approximately 64 SF)
 - ___ Booth Option 2 - \$400.00 includes one 5-ft. tables, two chairs, one wastebasket and one I.D. sign. (Approximately 80 SF)
 - ___ Atrium Option 3 - \$200.00 includes one 5-ft. table, chair, wastebasket and one I.D. sign (No Square footage) **OPTION #3 REQUIRES MERCHANDISE TO BE MOVED TO AN ALTERNATE LOCATION WHEN MARKET IS CLOSED.**

* Booth fees received prior to June 30th will be credited a 10% refund at Vendor checkout on Saturday, November 15th.

Total Booth Fee _____

The total rental owed to Sponsor from Exhibitor shall be paid to Sponsor and shall accompany this signed agreement when returned by Exhibitor to Sponsor. This signed agreement and rental payment is due on or before **August 31, 2008**. If renting a booth, and space permits, additional tables may be furnished by the Exhibitor. **PRIOR APPROVAL MUST BE RECEIVED BY SPONSOR FOR ALL ADDITIONAL TABLES/FURNITURE.** Exhibitor shall deliver to Sponsor, by August 31, 2008, a Certificate of Insurance naming Sponsor as an additional insured on Exhibitor's general liability policy in an amount not less than \$500,000 for each occurrence and \$1,000,000 for general aggregate. Such certificate shall be placed with an insurer reasonably acceptable to Sponsor, which shall have a Best's rating of B+ or better.

4. In addition to the rental provided above, Exhibitor shall pay to Sponsor a commission of 15 percent of all pre-tax sales, including merchandise and services purchased and/or ordered at "Winterfair". There shall be a minimum commission paid by Exhibitor to Sponsor of \$150.00 for the show. **All commissions shall be paid by Exhibitor to Sponsor before leaving "Winterfair" on November 15, 2008.** For purposes of this agreement, the term "pre-tax sales" shall mean all charges excluding Connecticut Sales Tax, however denominated, imposed by Exhibitor to a purchaser or customer for or in connection with the sale or furnishing of any products, wares, or merchandise, whether for cash, credit or cash equivalent, and whether such goods, wares, and merchandise are sold for immediate or future delivery.
5. Exhibitor agrees to report total daily pre-tax sales to Sponsor through return of numbered sales receipts (issued in triplicate) itemizing each sale and a sales summary sheet indicating total pre-tax sales for the day. Daily receipts must be received in numerical order and Exhibitor agrees to pay \$50.00 per receipt for any missing receipts. One copy of each receipt shall be retained by Exhibitor, one copy shall be given to the purchaser, and one copy shall be given to the Sponsor. Receipt books containing numbered sales receipts and blank sales summary sheets will be issued to Exhibitor by the Sponsor. Sponsor will provide Exhibitor with explicit written instructions on these transactions prior to the event.
6. Sponsor assumes no responsibility or liability whatsoever in connection with or in any manner relating to "Winterfair" made by Exhibitor. Specifically, without limiting the generality of the foregoing, Sponsor will not be responsible for the security of Exhibitor's receipts or other personal property, for unpaid accounts, bad checks or losses of any nature incurred by Exhibitor. This paragraph does not in any way render Sponsor liable for any other loss, risk, or damage that is limited by any other section of this contract.
7. Exhibitor agrees that he will not conduct his sales on a "cash only" basis, but will offer credit card payment options to purchasers through recognized credit card companies such as MasterCard and Visa.
8. Sponsor will distribute "content forms" to all Exhibitors in order to try to minimize duplication in merchandise. However there will be no guarantee that the Exhibitor will have the exclusive showing of any particular line of merchandise. The Exhibitor further agrees that no increase in retail price will be effective during said showing of any merchandise displayed or contained in the catalogue of said Exhibitor.
9. Sponsor reserves the right to control, change, and assign table/booth space location, including but not limited to the assignment of Exhibitor to a corner booth. Exhibitor shall not exceed parameters of assigned table/booth.

10. Sponsor reserves the right to refuse any contract submitted by Exhibitor. Sponsor will provide written refusal to Exhibitor by September 30, 2008. Sponsor will provide Exhibitor with a full refund of any fees paid no more than 30 days after "Winterfair" event.
11. Any sums due and owing by Exhibitor to Sponsor hereunder shall, if not paid on or before the due dates stated in this agreement bear interest at the rate of 18 percent per annum until paid. Payment may not be withheld from Sponsor in the event of a dispute.
12. Exhibitor agrees:
 - a. To assume any and all risks of loss, damage, or injury to Exhibitor's employees, agents, and merchandise, including but not limited to its products and wares.
 - b. To pay all expenses of transportation, packing and unpacking and repacking of Exhibitor's merchandise and any insurance thereon desired by Exhibitor.
 - c. To complete arrangements for Exhibitor's display not later than 3:00 pm on Thursday, November 13, 2008, to stock Exhibitor's booth properly and adequately, to remain in continuous business operation during the hours and on the days specified in number 2 above, and to remove all merchandise from the booth not later than 7:00 pm on Saturday, November 15, 2008.
 - d. In order to avoid undue duplication of displays, Exhibitor will be limited to the display of Exhibitor's own merchandise.
13. In the event of cancellation by Sponsor prior to "Winterfair", the booth rental paid with this signed agreement shall be refunded in full to Exhibitor within 30 days after "Winterfair" event. In the event of cancellation by Exhibitor prior to "Winterfair", booth rental paid by Exhibitor shall be retained by the Sponsor. Exhibitor shall give written notice of cancellation by registered mail immediately upon learning of facts leading to decision of cancellation. (If Sponsor can resell booth to another approved Exhibitor, Sponsor will refund booth fee to Exhibitor provided the resale is for the same amount originally approved and the approval for the substitute will not be unreasonably withheld.) In the event of cancellation by Sponsor during "Winterfair", Sponsor shall return Exhibitor's booth rental pro-rated such that Sponsor retains the following: Cancellation on Day 1, Sponsor retains none; Cancellation on Day 2, Sponsor retains one-half. In the event of cancellation by Exhibitor during "Winterfair", Exhibitor forfeits all booth rental. (The refund specified above shall be Exhibitor's sole remedy in the event of cancellation of "Winterfair" by Sponsor.) Sponsor is not responsible for consequential or incidental damages or losses in the event of cancellation by Sponsor.
14. Exhibitor shall obtain and deliver to Sponsor all retail sales licenses required by the State of Connecticut and the City of Stamford in connection with Exhibitor's operation at "Winterfair".
15. No catalogue can be distributed or sold at "Winterfair" without obtaining prior written permission of the chairperson of the "Winterfair" committee. No raffle may be held by Exhibitor.
16. This agreement, when executed by Exhibitor, shall constitute an offer from Exhibitor to Sponsor upon the terms and conditions set forth above. When this agreement has been executed by Sponsor subsequent to its execution by Exhibitor, it shall automatically become a binding contract upon both parties.
17. Sponsor shall provide a secure environment for Exhibitor at "Winterfair". However, such security shall not impose liability on Sponsor. All display areas will be closed and locked outside of "Winterfair" hours of operation. If you are stationed in the atrium it is required that your merchandise is moved to a secure location when the market is closed. Exhibitor's liability and/or responsibility for any loss,

damage or claims related to its participation in "Winterfair" remain as stated and agreed by parties elsewhere in this contract.

- 18. Exhibitor shall be responsible for all costs associated with its breach of this agreement, including, but not limited to, court fees and reasonable attorney fees.

IN WITNESS WHEREOF, Exhibitor and Sponsor have caused this Agreement to be dated and executed by their duly authorized officers or representatives.

EXHIBITOR

THE JUNIOR LEAGUE
OF STAMFORD-NORWALK, INC.

BY _____
(Name of Exhibitor)

BY: _____
Julie Halloran, President

BY _____
(Authorized Representative)

DATE: _____

DATE Executed by Exhibitor: _____

_____ Booth Rental Received
_____ Date Received

**2008 WINTERFAIR GIFT MARKET
BOOTH/TABLE CONTENT FORM**

Since it is in everyone's best interest to avoid duplication of items at the show, we are asking all companies to provide a preliminary listing of what they plan to display. Please return with contract.

COMPANY NAME: _____

CONTACT PERSON(S): _____

COMPANY WEBSITE: _____

COMPANY DESCRIPTION for program: _____

COMPANY MERCHANDISE DESCRIPTION: _____

AVERAGE MERCHANDISE COST(FOR INTERNAL USE ONLY): _____

ADDITIONAL BOOTH OPTIONS (PLEASE CHECK ALL THAT APPLY):

_____ I WILL **NOT** NEED WINTERFAIR TO PROVIDE A TABLE;

_____ I WILL BRING MY OWN SETUP

_____ I WILL NEED A TABLE, BUT WILL NOT REQUIRE WINTERFAIR
TO PROVIDE TABLE LINENS

_____ OTHER (PLEASE LIST) _____

IF YOU ARE INTERESTED IN DONATING A RAFFLE ITEM PLEASE LIST THE ITEM BELOW.
THERE IS NO MINIMUM REQUIREMENT. YOU WILL BE RECOGNIZED FOR YOUR DONATION IN
OUR LITERATURE AND AT THE GIFT MARKET: **LIST THE ITEM(S) HERE**

PLEASE ATTACH A PICTURE OF SAMPLE MERCHANDISE VENDOR WILL BE SELLING:

2008 WINTERFAIR GIFT MARKET

VENDOR / EXHIBITOR CHECKLIST

_____ Signed Contract

_____ Signed Check for the appropriate booth fee, payable to "JLSN Winterfair"

_____ Certificate of Insurance containing the following information:

1. The Junior League of Stamford-Norwalk Inc. (Winterfair) as an additional insured on Exhibitor's General Liability Policy.
2. Insurance should be under your company name or owner's name.
3. General Liability Policy should be in an amount not less than \$500,000 for each occurrence and \$1,000,000 for general aggregate.
4. Insurance should be placed with a reasonably acceptable insurer with a liability rating of at least B+ or better.

_____ Booth Table/Content Form

**Please mail or fax the documents to:

Address: JLSN Winterfair, 748 Post Road, Darien CT 06820

Fax #: 203-724-2157

Additional information or frequently asked questions can be answered by contacting us at
HYPERLINK "mailto:jlsnwinterfair@yahoo.com" jlsnwinterfair@yahoo.com.