

Returning Exhibitors: Space Reservation Deadline is November 1, 2011.

New Exhibitors: contracts will be accepted regardless of deadline date until the show is completely sold out.

Denver Merchandise Mart Gift, Home, Jewelry & Resort Show Exhibit Space Contract February 23-28, 2012 (Permanent Showrooms), February 25-28, 2012 (Temporary Exhibitors)

EXHIBIT SPACE PRICING: All booths are 10'w x 10' 6"d each (some exceptions). Expo showrooms are 12'w x 20'd (some exceptions).		
EXPO SHOWROOMS 12' x 20' = 240 sq. ft. @ \$7.25 per sq. ft. \$1,740 + \$300 Show Fee = \$2,040.00 TOTAL COST (Available in multiples) Space Deposit due \$600 Show Fee due \$300 Deposit due Nov. 1, 2011 \$900 Final Payment due Dec. 16, 2011	EXPO / PAVILION BOOTHS 10' x 10'6" = 105 sq. ft. @ \$13.00 per sq. ft.= \$1,365.00 + \$300 Show Fee = \$1,665.00 TOTAL COST (End Booths add \$150) (Available in multiples) Space Deposit due \$600 Show Fee due \$300 Deposit due Nov. 1, 2011 \$900 Final Payment due Dec. 16, 2011	SMALLER BOOTH OPTION (only on the G & H aisles) 10' x 5' = 50 sq. ft. @ \$7.25 per sq. ft.= \$362.50 + \$300 Show Fee = \$662.50 TOTAL COST (Available in multiples) Space Deposit due \$150 Show Fee due \$300 Deposit due Nov. 1, 2011 \$450 Final Payment due Dec. 16, 2011

All Inclusive Booth Package: Prices above include first ton of material handling, unlimited, undraped tables and risers, unlimited electricity, carpeting, folding chairs, clothing racks, trashcans, daily cleaning of space, 24-hour security, free listing on website, copy of buyer registration list, exhibitor identification sign, promotional postcards and stickers, free mailing list of our buyer registration list, \$50 for every new store referred, \$250 for every new exhibitor referred and wireless internet access in selected areas.

SPACE ASSIGNMENT REQUESTS: All space assignment will be made based on Contracts received by **November 1, 2011** considering what will be best for the Exhibitor and the Show as a whole. Location requests will be honored when possible. Please indicate total square footage needed and 1st, 2nd and 3rd choice for space location. The Expo building will be open. The Pavilion building will be opened once the entire Expo building is sold out.

Total square footage required: _____
 1st location preference: room(s)/booth(s) _____
 2nd location preference: room(s)/booth(s) _____
 3rd location preference: room(s)/booth(s) _____

Our line(s) best fit in the following categories:
 General Gift Jewelry Home
 Souvenir & Novelty Gourmet Furniture
 Handcraft Western Other
 Native American Stationery
 Decorative Accessories Resort
 Imports Cash & Carry

We would like to be placed in the Cash & Carry Section _____ Booth(s) preference (1) _____ (2) _____ (3) _____
 We would like to be placed in the 10 x 5 section, _____ Booth(s) preference (1) _____ (2) _____ (3) _____

SHOW DIRECTORY LISTING: Fill out the information below. This information will be printed in the show directory (as long as received by deadline).

EXHIBITOR _____ PHONE (____) _____ FAX (____) _____
 ADDRESS _____ CITY, STATE, ZIP _____
 WEBSITE _____ EMAIL _____

PERMANENT SHOWROOMS: Denver Merchandise Mart gift, home, jewelry and resort tenants on the 1st & 2nd floors must participate in the Gift Show **February 23-28, 2012** and pay the \$300 Show Fee by **November 1, 2011**. A 1.5% late fee will be charged to all balances owed after the 25th of the month (permanent tenants only). All permanent tenants must return a completed contract package for every Gift Show so we may update your lines, badges and contact information. Please indicate your MART ROOM # _____.

ALL EXHIBITORS:

BOOTH SIGN: (one sign included in Show Fee.) Booth sign should read: _____ . If nothing is indicated, your sign will read the Exhibitor Name above. The sign provided is an 11x16 black and white cardboard sign. If you are a new exhibitor you will also receive an 11x14 New Exhibitor sign.

BADGES: (included in Show Fee) Please complete enclosed order form for badges. You may order as many as you need before the deadline listed on the form.

We hereby authorize the Denver Merchandise Mart to reserve exhibit space for my/our use at the Denver Merchandise Mart Gift, Home, Jewelry & Resort Show to be held at the Denver Merchandise Mart **February 23-28, 2012 (Permanent Showrooms), February 25-28, 2012 (Temporary Exhibitors)**
 By signing this contract, I agree to abide by the regulations printed on the reverse side, in the Show Service Manual and Show Information & Policies packet.

Exhibitor: _____
 By: _____ Date _____
 (Authorized signatory)

ACCEPTANCE: (for Denver Merchandise Mart use only)
 The Denver Merchandise Mart accepts your reservation for the **February 2012** Denver Merchandise Mart Gift, Home, Jewelry & Resort Show and assigns you:

Booth / Room # _____ = _____ sq. ft.
 (End Booths: add \$150 for each additional end booth)

Total Rent \$ _____ including \$300 Show Fee

Upon execution by the Denver Merchandise Mart, this Reservation and Acceptance constitutes a Contract between the Denver Merchandise Mart and the named Exhibitor for the space and at the price indicated in this Acceptance, subject to the provisions on the reverse side of this contract and subject to final payment being received on or before **December 16, 2011**.
THE DENVER MERCHANDISE MART

By: _____ Date _____

Denver Merchandise Mart Gift, Home, Jewelry & Resort Show
 451 East 58th Avenue Suite 4270 Denver, CO 80216-8470
 303.292.6278 x5295 or x5296
 Fax: 303-297-8473
www.denvermart.com
 E Mail: bridget@denvermart.com

FOR DENVER MERCHANDISE MART USE ONLY

Date Contract Received _____ Space Assigned _____
 Amount Received _____

Rules and Regulations Governing Exhibitor's Activity

1. **ELIGIBILITY:**

Participation as an Exhibitor in the Denver Merchandise Mart Gift, Home, Jewelry & Resort show (the "Show") is limited to those selling wholesale products directly related to the gift, home, jewelry and resort industry who display and solicit orders for their products in good taste and whose conduct of business in their assigned space adds to the professional atmosphere of the Show. All products displayed during the show MUST be related to the gift, home, jewelry and resort industry. The Denver Merchandise Mart (the "Mart") reserves the exclusive right to determine the eligibility of any Exhibitor for inclusion in the Show, before or after the proper execution of this Contract and before, during or after the Show itself. If Exhibitor or an employee or representative of Exhibitor is a current or former tenant of The Mart, as a precondition to participate in the Show all accounts must be current and Exhibitor must be in good standings with The Mart.
2. **GENERAL:**

The Denver Merchandise Mart shall have the full power in the interpretation and enforcement of all rules and regulations governing Exhibitors. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of the Denver Merchandise Mart. The Names "Denver Merchandise Mart" and "Denver Merchandise Mart Gift, Home, Jewelry & Resort Show" are the property of the Denver Merchandise Mart and, except for appropriate publicizing of this Show, may not be used without advance written consent of the Denver Merchandise Mart.
3. **COMPLIANCE:**

Exhibitor understands and agrees that the question of Exhibitor eligibility and compliance with this Contract may arise or be identified before or during the Show (including move-in or move-out). The Denver Merchandise Mart reserves the right to take such action during Show move-in, move-out and the Show itself as in its sole discretion deems necessary to assure compliance with the provisions of this contract, maintain the professional atmosphere of the Show and to bring violations of this Contract to an immediate end including, if necessary, barring or expelling of the Exhibitor and/or any of Exhibitor's personnel from the Show. Should Exhibitor not promptly and peaceably comply with the Denver Merchandise Mart's determinations in this regard, Exhibitor understands and agrees that the Mart may invoke the assistance of proper law enforcement authorities and may, at the expense of Exhibitor, seek and obtain judicial assistance to enforce this provision.
4. **COSTS**

A. Each Show, there is a \$300 Show Fee for each Exhibitor to be used for Show promotion and entertainment which includes a showroom sign, national advertising of the show, identification badges for exhibitors and buyers and special market activities.

B. Rental for temporary Exhibit space is \$7.25 per square foot for Expo showrooms, \$13.00 per square foot for Expo Hall, Cash & Carry and Pavilion booth space. There is an additional \$150 corner premium for all corner booths in the Expo and Pavilion building.
5. **TO RESERVE EXHIBIT SPACE:**

Complete and return this "Exhibit Space Contract" along with the requested space deposit (see reversed) by Nov. 1, 2011. If the Show Fee and Deposit do not accompany the Contract, space will not be assigned. This Contract is the only means by which space may be reserved. Exhibitors whose contracts or deposits are received after the deadline date (Nov. 1, 2011) will miss the initial space assignment and be placed on a "standby/wait list". The Denver Merchandise Mart reserves the right to refuse any and/or all requests for space for any reason or no reason at all. If an exhibitors request for space is approved and a space assignment is made, a copy of this agreement noting the space assignment will be returned to the approved Exhibitor.
6. **SPACE ASSIGNMENT:**

Space assignment applies to this Show only and does not imply that similar space will be assigned for future Shows. Space assignments are solely at The Mart's discretion and are subject to change at any time. After assignment is made, space location may not be changed, transferred or cancelled by Exhibitor except by written request by Dec. 16, 2011 and with the subsequent approval of The Mart. Space assignment may be revoked or changed by The Mart if Exhibitor fails to meet payment deadlines set herein. The Mart reserves the right to add, alter or delete from the Show's floor plan at any time in its sole discretion. The Mart also reserves the right to relocate the location of the exhibitors or booths as shown on the official floor plan if deemed that the alterations are necessary to maintain the character and/or good order of the show.
7. **PAYMENTS, DEADLINES AND LATE FEES:**

Exhibit space will be cancelled if all rent and fees (space rental, show fees and ad charges) are not paid by Dec. 16, 2011. Permanent Mart tenants must pay the show fee by Nov. 1, 2011. A 1.5% late fee will be charged to all balances owed after the 25th of the month on permanent tenant accounts. Checks should be payable to the Denver Merchandise Mart. A check that is returned for non-sufficient funds, or any other reasons, is grounds for immediate cancellation of Exhibitor space reservation. A \$30 NSF fee will be assessed to all returned checks. No postdated checks accepted. No personal or business checks will be accepted one month before the show. Cashier's check, money order or credit cards will be the only form of payment accepted at that time.
8. **REFUND FOR CANCELLATIONS:**

The Show Fee is non-refundable. If an Exhibitor must cancel, a written notice of cancellation must be received by the Denver Merchandise Mart prior to Dec. 16, 2011 and a refund of the space rental fee will be made (less the \$300 Show Fee). After Dec. 16, 2011, the entire amount will be retained by the Denver Merchandise Mart and will not result in a refund, credit or transfer of exhibit space. The Denver Merchandise Mart may cancel this contract without refund to Exhibitor, and may re-assign any exhibit space previously assigned to Exhibitor, upon failure of Exhibitor 1) to make payment required hereby, 2) to abide by these rules and regulations as provided herein or, 3) to claim its assigned exhibit space prior to the opening of the show. If the show or any part thereof is prevented from being held, is canceled by The Mart or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government, regulations, public catastrophe, act of God, the public enemy or other cause, The Mart shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fee received, if any which remains after deducting expenses incurred by The Mart and reasonable compensation to The Mart, but in no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid. The Mart reserves the right to change its show dates and venue.
9. **SHOW DIRECTORY:**

Each exhibitor shall be listed in the Show Directory. The Show Directory is a listing of Exhibitor name, space number(s), address, phone/fax numbers, product lines being shown and classification categories. Although, strict precautions are taken when proofreading, The Mart is not liable for any errors or omissions in exhibitor name, space number(s), address, phone/fax numbers or product line listings. Exhibitors whose contracts arrive after the deadline date will not be listed in the Show Directory.
10. **SELLING RESTRICTIONS:**

All business activities and sales efforts and demonstrations must be confined to the exhibit space assigned to the Exhibitor. Advertising or sales materials may not be distributed in other areas of the Show. All displays and conduct of Exhibitors, their representatives and buyers must be lawful, professional, and in good taste. The judgment of the Mart shall be final in this regard. Audio-visual and other sound equipment is permitted only in the exhibit space and in such intensity as it does not interfere with the activities of neighboring Exhibitors. Photography, filming, or use of such related equipment is prohibited without prior approval by Show Management. No Exhibitor is to enter another Exhibitor's space unless he/she has been specifically invited by that Exhibitor. Exhibitors are prohibited from conducting drawings, raffles, lotteries, etc., or distributing prizes and awards.
11. **ASSIGNMENT, SUBLETTING, SUBLICENSING OF SPACE IS PROHIBITED:**

Exhibitor MAY NOT assign any interest in this Contract or assign, sublet or sublicense any Show space allotted to it herein. Any attempt to do so will constitute default by the Exhibitor. Exhibitor may only offer for sale merchandise for which Exhibitor is the bona fide representative. Substantiation of representation is the responsibility of the Exhibitor.
12. **ONE OF A KIND, CASH AND CARRY AND SAMPLE SALES:**

To preserve the wholesale integrity of the Show, all merchandise will be sold by order only except for pre-approved "one-of-a-kind" items and product sales from exhibitors participating in the "cash and carry" section of the show, which is located in a designated area. SAMPLE SALES ARE PROHIBITED: Individual sample sales will not be allowed at any time during the Show. Any Exhibitor violating this rule will be subject to forfeiting its right to exhibit in future Denver Merchandise Mart Gift, Home, Jewelry & Resort Shows. EXCEPTION: If a retail store wishes to purchase the entire line of samples or a substantial quantity of samples from an exhibitor, notice must be given to the Exhibit Manager in advance for approval of delivery, pick-up (during move-out only), or shipping of the samples to the retail store.
13. **BADGES AND REGISTRATION:**

Exhibitor badges will be issued to all exhibitors' personnel and must be ordered in advance with this Contract. Exhibitor badges are personal and non-transferable. Badges must be worn at all times while in the exhibit area. Guests of Exhibitors are discouraged. A list of buyers who registered at the Show will be compiled and a copy on CD (Word or Excel format) may be ordered by Exhibitor. The first copy is free. Additional copies are available for \$25 each.
14. **SECURITY/LIABILITY:**

The Mart will provide reasonable security service for the Show from the beginning of move-in to the end of move-out but cannot assure that any Exhibitor will not sustain loss, disappearance or damage to its property or illness or injury of its personnel. The Mart does not and will not be expected to inventory items that Exhibitor brings to the Show. Thus, the Mart can have no accurate determination of what items or what values are represented in the inventory Exhibitor brings to the Show and, accordingly, cannot and will not be expected to insure Exhibitor against loss of or damage to its property. Recognizing the foregoing, the Mart and Exhibitor understand and agree that the entire risk of loss, damage or other liability with respect to property owned or otherwise brought to the Show by Exhibitor, its agents or employees, regardless of where such property may be, and injury or illness of the person or Exhibitor, its agents or employees, shall lie with the Exhibitor and not with the Mart, whether such loss, damage or other claim of liability may be occasioned by theft, damage, destruction (through negligence or otherwise) or unexplained disappearance. Nothing in this paragraph shall limit the liability of any individual who is personally guilty of theft or willful and deliberate destruction or damage of the property of Exhibitor or injury to Exhibitor, its agents or employees. Exhibitor and the Mart recognize and acknowledge that a need exists for Exhibitor to exercise proper precautions to discourage injury, loss or damage and to carry its own insurance covering loss, fire, theft, damage or injury. Such insurance shall be specifically subject to the provisions of this Contract. In the event of a claim arising against exhibitor and/or the Mart out of the Exhibitor's participation in the show, Exhibitor shall, at its expense, protect, defend and hold the Mart harmless. The Mart shall not be held liable for any loss or damage arising from interruption or malfunction of heating, plumbing, ventilating, air conditioning, elevator, escalator, lighting or personnel-provided services unless such a failure is due to the Mart's gross negligence or intentional misconduct. The Mart shall not be held liable for loss or injury arising from any act or neglect of other Show participants or occupants of the Mart complex. Mart, as used herein, includes the employees, agents, premises owners, and mortgagees of the Mart.
15. **CARE OF SPACE**

Absolutely NOTHING is to be attached to the building walls or ceilings. Driving nails, tacks, staples or the use of tape on the buildings walls will NOT be permitted. Displays must be free standing and not exceed 8' height limit in booths and 7'10" in Expo rooms. If a room is damaged during the Show, charges will be made and are the responsibility of the Exhibitor occupying the room.
16. **SET UP/TEAR DOWN:**

All exhibits must be completely set-up and ready for opening in accordance with the official show hours specified in the Show Information and Policies packet. Any temporary exhibitor not checked in by 4:00 p.m. on February 24, 2012 automatically forfeits space and all payments made. All exhibits must remain intact until 2:00 p.m. on February 28, 2012 and may not be dismantled or removed prior to that time. Any Exhibitor that dismantles or moves out before the official closing time will be fined a \$500 fee and future participation is prohibited until the fee is paid. All exhibits must be removed by 9:00 p.m. Tuesday, February 28, 2012. All exhibit space must be staffed in accordance with the show hours specified in the Show Information and Policies packet.
17. **ENTIRE AGREEMENT**

This contract constitutes the entire agreement between the parties hereto and supersedes any and all prior written or oral contracts, correspondence, agreements, and understandings. Any amendment to the terms hereto shall not be valid unless in writing, signed by the parties herein.