

# DALLAS MARKET CENTER - THE TEMPS

This Temporary Lease Agreement ("Agreement") is between Market Center Management Company, Ltd. ("Landlord") located at 2100 Stemmons Freeway, Mailstop 300, Dallas, TX 75207 and the company detailed below ("Tenant"):

NEW EXHIBITORS: COMPANY CONTACT INFORMATION WILL APPEAR EXACTLY AS STATED BELOW IN ALL MARKET LISTINGS UNLESS UPDATED BY THE EXHIBITOR UPON RECEIVING STEPS TO ACCESS THEIR OWN PROFILE. RETURNING EXHIBITORS: ALL INFORMATION WILL REMAIN THE SAME IN PROFILE UNLESS UPDATED BY THE EXHIBITOR USING THE SAME LOGIN INFORMATION

## CONTACT INFORMATION

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Toll Free \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

## DETAILS

Is your merchandise currently represented in a permanent showroom at Dallas Market Center?  Yes  No

If yes, which showroom? Name \_\_\_\_\_ Room No. \_\_\_\_\_

What is the wholesale price range of your product? \_\_\_\_\_

## BOOTH PRICES & OPTIONS

Prices below are for the January 2017 Market.

\$20.00 per square foot    3m x 3m (approx. 10' x 10') = \$2,000    3m x 6m (approx. 10' x 20') = \$4,000

Women's Apparel (located on the 13th floor of the WTC)

### Booth Size & Quantity Request(s):

3 meters x 3 meters (approx. 10 ft x 10 ft)

Quantity \_\_\_\_\_

Specify size(s) \_\_\_\_\_

## PAYMENT INFORMATION

Total Amount Due \_\_\_\_\_ Required Deposit (Minimum 30% of total fee) \_\_\_\_\_ Remaining Balance (due Dec. 1, 2016) \_\_\_\_\_

A 30% deposit is due with Lease Agreement. Full payment must be received no later than **Dec. 1, 2016**. After **Dec. 1, 2016**, full payment will be due with Lease Agreement via credit card, cashiers check, or money order. Credit cards will be charged in full on or after this date. Upon signature, this Lease Agreement may not be cancelled, changed or transferred.

Exhibitor acknowledges by their signature they have read the Terms and Conditions and special payment instructions and agrees to abide by same and that Market Center Management Company Ltd. may rely on all information contained herein.

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

By: Mitzi Tally, Authorized Agent    Market Center Management Company, Ltd.,    Date \_\_\_\_\_

### RETURN LEASE AGREEMENT & BOOTH PAYMENT FORM:

Alma Hernandez  
2100 Stemmons Freeway, MS 300  
Dallas, TX 75207  
p 214.749.5488 | 214.744.7444  
f 214.879.8175  
ahernandez@dallasmarketcenter.com  
dallasmarketcenter.com

### FOR OFFICE USE ONLY:

Show Code: \_\_\_\_\_ Floor: \_\_\_\_\_ Booth No: \_\_\_\_\_ S.F.: \_\_\_\_\_ Dimensions: \_\_\_\_\_ Booth Fee: \_\_\_\_\_

Additional Charges: \_\_\_\_\_ Perm.: \_\_\_\_\_ Other: \_\_\_\_\_ Total: \_\_\_\_\_ L.D.: \_\_\_\_\_

Additional Notes: \_\_\_\_\_ PA: \_\_\_\_\_ OR: \_\_\_\_\_ DM: \_\_\_\_\_ GM: \_\_\_\_\_ HC: \_\_\_\_\_

**DALLAS TOTAL HOME & GIFT** THUR. JAN. 19 -  
2017 APPAREL TEMPS LEASE AGREEMENT SUN. JAN. 22, 2017

# TERMS & CONDITIONS

## 2017 APPAREL TEMPS LEASE AGREEMENT

THUR. JANUARY 19 - SUN. JANUARY 22, 2017

1. This agreement represents a request for space only and does not entitle the Exhibitor to exhibition space until approved by Landlord. Landlord reserves the right to refuse any and/or all requests for space. Exhibitor warrants that all information provided herein is true and correct. In the event Exhibitor does not participate in a Market for any reason, Payment will not be refunded or transferred to another Market.
2. If an Exhibitor's request for space is approved and a booth assignment is made (hereafter referred to as "Leased Premises"), a copy of this agreement will be returned to the approved Exhibitor (hereafter referred to as "Exhibitor") and will serve as a binding Lease Agreement by and between Exhibitor and Market Center Management Company, Ltd., as "Landlord". The term of this Lease Agreement shall be during the applicable Market dates as specified herein. This Lease Agreement is not cancellable for any reason. Exhibitor agrees to pay to Landlord the full amount due for the Leased Premises.
3. Floor plans and booth assignments are solely at Landlord's discretion and are subject to change at any time. Market dates, Market locations and merchandise categories are solely at Landlord's discretion and are subject to change or cancellation at any time.
4. Exhibitor requests for booth relocation are subject to Landlord's approval. If approved, the Exhibitor is subject to additional charges and fees by Landlord and Contractors.
5. By their execution, Exhibitor and its agents, employees and invitees agree to abide by and comply fully with all Terms and Conditions set forth herein as well as any additional rules and regulations that may be set out by Landlord. Failure to comply with same shall constitute default by Exhibitor. Upon the occurrence of any default by Exhibitor, Landlord may terminate this Lease Agreement whereupon Landlord may retain any deposits and amounts of rent theretofore paid by Exhibitor. Exhibitor personnel and representatives may not enter the exhibit space of another exhibitor without permission from that exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Exhibitors are prohibited from taking photographs, filming, or taping the exhibit or product of another exhibitor. Exhibitor agrees to surrender film or tape immediately upon request by Landlord.
6. Exhibitor shall use the Leased Premises solely for the purpose(s) of exhibiting merchandise, goods, wares and personal property fully described elsewhere on this agreement and for no other purpose. Assigning or Subletting of the Leased Premises is prohibited and Landlord reserves the right in its sole discretion to expel an assignee or sublessee from the applicable Market without notice. No Exhibitor shall display any product which infringes upon the registered trademark, copyright or patent of another company.
7. Exhibitor agrees to indemnify and hold harmless Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P., WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P., its partners, its affiliated companies, their officers, directors, shareholders, employees and agents from and against all claims, damages, liens, causes of action, suits, judgments and expenses, including attorney fees, which may arise out of or in any way relate to events held at the Dallas Market Center, specifically, personal injury or death, even if caused by the negligence of Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P., WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P., its partners, affiliated companies, their officers, directors, shareholders, employees and agents.
8. Exhibitor liability includes but is not limited to personal injury caused by water spills, leakage or display breakdowns, property damage to other exhibitors' (either other temporary exhibitors or permanent exhibitors of Landlord) or Landlord's property, exhibit space or premises caused by water spills, leakage or display breakdowns. Exhibitor shall maintain commercial general liability insurance and insurance providing protection to Exhibitor for theft and/or damage to Exhibitor's property or products. Upon Request, Exhibitor shall provide a certificate of insurance to Landlord evidencing the required coverage. All personal property belonging to an Exhibitor that is in or on any part of the Leased Premises or on the Dallas Market Center complex shall be there at the risk of the Exhibitor only, and Landlord, Landlord's partners, its affiliated companies, their officers, directors, shareholders, employees and agents shall not be liable for any damage thereto or for the theft or misappropriation thereof.
9. Exhibitor shall not attach anything to the pipe and drape and/or any other part of the structure that makes up the exhibit booth. The pipe and drape structure of the exhibit booth is not load bearing, and all product and/or fixtures belonging to the Exhibitor must be free standing or attached to a display provided by Exhibitor. Any violation of the terms of this paragraph by Exhibitor may be considered an event of default hereunder and Landlord reserves the right to remove any item found attached to the booth structure at Exhibitor's expense or to terminate Exhibitor's right to exhibit during the Market. In such event, Landlord shall not be required to refund to Exhibitor the fees paid to Landlord for such Market. Exhibitor agrees to indemnify Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P., WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P. and Global Experience Specialists, Inc. from any and all loss, cost or expense, including, but not limited to, claims for personal injury or death and property damage that may be caused by or arise as a result of Exhibitor attaching product or fixtures to the booth structure.
10. Exhibits must remain completely intact and within the confines of the Leased Premises during all scheduled Market hours. The Leased Premises must be staffed during all scheduled Market hours. Exhibitors arriving late and/or leaving early are subject to expulsion, fine or to cancellation of contracts for any future markets.
11. No sample sales or delivery of merchandise are permitted during the Market in all categories except for Cash & Carry, Vintage, Fashion & Gift, Boutique2Go, and Vintage Home.
12. Exhibit space not claimed by 6:00 p.m. on the day immediately prior to the opening day of the Market shall revert to the Landlord to be utilized at its sole discretion. In such event, Exhibitor forfeits any and all deposits, rental or other monies therefore paid to Landlord.
13. All Exhibitors and its officers, agents, employees or other representatives shall obtain passes from Exhibitor Registration and wear such passes while at Dallas Market Center at all times.
14. Landlord reserves the right to move or remove from the Market any Exhibitor and/or its representative or exhibit for the good of the Market. Events or circumstances not covered in these operations policies and procedures may be subject to consideration and stipulations as deemed appropriate by the Landlord.
15. This Lease Agreement shall be subject and subordinate at all times to: (a) all ground or underlying leases now existing or which may be subsequently executed affecting the project ("Ground Lease"), (b) the lien or liens of all mortgages and deeds of trust in any amount or amounts now or subsequently placed on the project or Landlord's interest or estate in the project ("Financing Lien"), and (c) all renewals, modifications, consolidations, replacements and extensions of any Ground Lease or Financing Lien. In the event of the enforcement by the lessor under any such Ground Lease or by the holder of any Financing Lien of the remedies provided for by law or by such Ground Lease or Financing Lien, or in the event of the transfer of the project or Landlord's interest or estate in any part of the project by deed in lieu of foreclosure, Exhibitor, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement or deed in lieu of foreclosure, automatically will become the tenant of such successor in interest without change in the terms and provisions of this lease.
16. Exhibitors will be charged an additional fee of \$35 each time a check or credit card is returned to Landlord or is declined by the credit card provider for non-payment or insufficient funds.
17. No birds or other animals shall be brought into or kept in, on or about the Dallas Market Center complex or any Exhibitor's premises (except for seeing-eye dogs).
18. Dallas Market Center permanent graphics, signs or displays may not be visibly blocked in any manner, covered with temporary signs or repositioned.
19. If your product(s) and/or product demonstration produces sound that may be disruptive to neighboring exhibitors, we ask that you be mindful of volume at all times. Should Landlord receive complaint(s) regarding the noise level coming from your booth, you will be required to lower the volume and possibly eliminate the activity all together. The performance or use of live or mechanically-produced music that is such type as to come under the jurisdiction of any of the performing rights organizations including, but not limited to, organizations such as the American Society of Composers, Authors and Publishers, (collectively "Organizations") is strictly prohibited, unless you can provide us written evidence either (a) that any required licensing fees have been previously paid to the appropriate Organizations to cover the period of the Market; (b) that you have express permission from the copyright owner to perform the music at the Market; or (c) that you, in fact, are the owner of the copyright. This may be accomplished by providing Landlord with a copy of an agreement with the appropriate Organizations with respect to such licensing fees, a copy of an agreement with the copyright owner granting you permission to perform such music, or written representation that you are the copyright owner of the music to be used. Express permission from the copyright owner relating to reproduction and/or distribution rights, does not include performance rights; hence the copyright authorization that provided must specifically reference performance rights. Moreover, U.S. copyright laws contain no exemption allowing performance of such music at a tradeshow for purposes of promoting sales of that music. Exhibitor must provide the above-mentioned requested evidence prior to the Market.
20. Exhibitor agrees to comply with the laws and regulations set forth for public accommodation by the Americans with Disabilities Act ("ADA") and applicable state and local law. Exhibitor further agrees and warrants that any exhibit booth, display or other contrivance placed in the exhibit space licensed to Exhibitor shall at all times comply with the ADA and applicable federal, state and local law, including accessibility, usability and configuration.
21. In the event Tenant is represented in a permanent showroom at the Dallas Market Center effective the 1st day of Market, or, in the event Tenant provides proof of eligibility in the Go Texan program, Tenant shall be entitled to receive a 15% discount on Tenant's booth fee. The discount applies to the base booth fee and not to corner, premium or show marketing fees if applicable. In the event Tenant is not represented in a permanent showroom on the 1st day of Market or does not provide proof of eligibility in the Go Texan program, Tenant shall not be entitled to any discount on Tenant's booth fee and Tenant acknowledges that the difference between the discounted booth fee Tenant remitted and the nondiscounted booth fee for Tenant's booth fee shall be due on or before the 1st day of Market. Tenant's failure to pay such difference may be considered an event of default under the Agreement and Landlord shall have available all remedies for such default available under the Agreement. Only one discount is allowed per exhibitor. Discount does not apply to Furniture and Cash & Carry exhibitors.
22. If Exhibitor has a current lease for a permanent space at the Dallas Market Center complex, Exhibitor account must be current as of the first day of the show in order for Exhibitor to participate in the temporary show.
23. Signatures of the Exhibitor on copies of the lease agreement transmitted by electronic or telephonic means and or electronically submitted contracts with out a signature, shall have the same legal effect as an originally drawn signature, and shall be binding upon Exhibitor.
24. In the event the Show involves the apparel industry, modeling of such display merchandise will be permitted only in the Exhibitor's assigned space.
25. Exhibitor hereby grants to show management an irrevocable, non-exclusive license to use, without further compensation, Exhibitor's trade name, product images and/or description of the nature of the Exhibitors business, in any print, electronic or other media advertising or marketing programs of show management and Exhibitor shall cooperate with show management in carrying out such advertising and marketing.

# PLEASE SUBMIT PAYMENT IN ONE OF TWO WAYS:

## PAYMENT BY CHECK

Attach company check, cashier's check, or money order payable to Market Center Management Company, Ltd. to this form and mail to address below. Company or personal checks cannot be accepted in the period two weeks prior to show date. Payment during the period two weeks prior to show date, if by check, must be a cashier's check or money order. There is a \$35 charge for returned checks.

## PAYMENT BY CREDIT CARD

In lieu of my credit card imprint, I \_\_\_\_\_ hereby authorize Market Center Management Company, Ltd. to charge the below credit card:

- MasterCard
  American Express
  Visa

_____	_____
company name	card holder name as it appears on the card
_____	_____
credit card billing address (street, po box, etc)	city, state, zip
_____	
card holder phone	
_____	_____
card number	expiration date security code (see reverse of card)
\$ _____	_____
deposit amount to be charged	upon receipt of application date to be charged
\$ _____	_____
remaining balance to be charged	Dec. 1, 2016 date to be charged

This represents payment for the January 2017 The Temps at Total Home & Gift Market. By signing below, I agree to the Terms and Conditions stated herein. There is a \$35 charge for declined credit card.

A 30% deposit is due with Lease Agreement. Full payment must be received no later than **Dec. 1, 2016**. After **Dec. 1, 2016**, full payment will be due with Lease Agreement via credit card, cashiers check, or money order. Credit cards will be charged in full on or after this date. Upon signature, this Lease Agreement may not be cancelled, changed or transferred.

Exhibitor acknowledges by their signature they have read the Terms and Conditions and special payment instructions and agrees to abide by same and that Market Center Management Company, Ltd. may rely on all information contained herein.

## SIGNATURE REQUIRED FOR PAYMENT BY CREDIT CARD



\_\_\_\_\_

Signature

  

\_\_\_\_\_

Date

**RETURN LEASE AGREEMENT & BOOTH PAYMENT FORM:**

Alma Hernandez  
 2100 Stemmons Freeway, MS 300  
 Dallas, TX 75207  
 p 214.749.5488 | 214.744.7444  
 f 214.879.8175  
 ahernandez@dallasmarketcenter.com  
 dallasmarketcenter.com

**PAYMENT FORM**  
 THUR. JANUARY 19 - SUN. JANUARY 22, 2017  
**2017 APPAREL TEMPS LEASE AGREEMENT**

# DUE WITH LEASE AGREEMENT

Please complete the following information **EXACTLY** as you would like it to appear on this Booth Identification Sign. Use capitalization and punctuation only where desired. If this is not completed only the company name as listed on the Lease Agreement will appear on Signage. Any changes to Signage at Show Site will be at the expense of the Exhibitor.

<hr/>	
<b>COMPANY NAME</b>	
<hr/>	<hr/>
<b>LINE</b>	<b>LINE</b>
<hr/>	<hr/>
<b>LINE</b>	<b>LINE</b>
<b>BOOTH #</b>	

**SIGNAGE FORM**  
THUR. JANUARY 19 - SUN. JANUARY 22, 2017  
2017 APPAREL TEMPS LEASE AGREEMENT