

# THETEMPS

AT DALLAS TOTAL HOME & GIFT MARKET



## THERE'S NEVER BEEN A BETTER TIME TO DO DALLAS!

For 66 years, Dallas Market Center has served retailers and interior designers as a highly respected, leading provider of home décor and complementary categories of merchandise from top brands. Spanning more than 5 MILLION SQUARE FEET, the Market Center hosts more than a dozen trade events annually, serving 200,000 buyers visiting from all 50 states and more than



#### **GET HERE FAST**

Dallas Market Center is located minutes away from two major airports. Our facility offers more than 10,000 <u>free</u> parking spaces.



#### **REST WELL, EAT WELL**

Plenty of adjacent hotels fit every budget and offer comfort after a full day of business. Hundreds of nearby restaurants and bars for every taste.



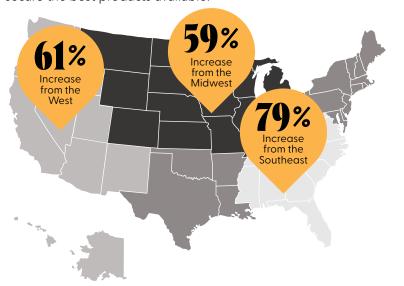
#### **HEALTHY, SAFE AND SECURE**

We are continuing comprehensive health and safety procedures that have allowed us to operate successfully for more than 20 months. Likewise, our self-contained campus, located 3 miles from downtown, means that our marketplace is not as vulnerable to many of the personal safety concerns (and added out of pocket expenses) that may give you pause at shows elsewhere.

### THE FASTEST GROWING SHOW IN THE U.S.

Welcome to **TOTAL HOME & GIFT MARKET**, the fastest-growing show in the U.S., that welcomes tens of thousands of retailers from across the country as well as leading brands in home décor and lighting, gift, gourmet, housewares, fashion accessories and much more.

With more products across all lifestyle categories, our marketplace offers the best brands that help retail thrive. That's especially important NOW! We are the first show of the season and your first chance to secure the best products available.



Only Dallas has a deeply loyal buyer base and a record number of new buyers, show after show. In 2020 and 2021, we had a 50% increase in new buyer applications and we experienced a surge of attendance from across the country: 61% increase from the West, 59% increase from the Midwest, and a whopping 79% increase from the Southeast.

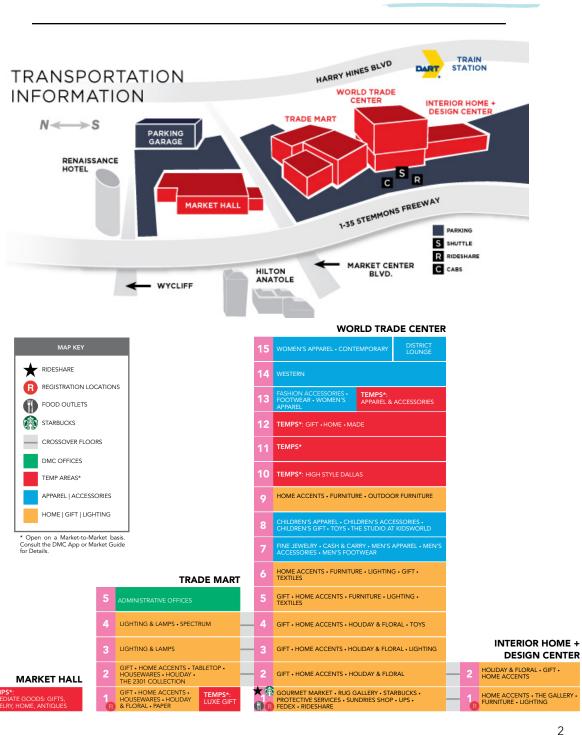


#### DALLAS DELIVERS THE BUYERS

A dedicated team of retail development professionals makes sure that many of the top retailers shop Dallas. Their mission is simple: deliver the buyers. That's why major stores like TJX, Dillards, HEB, Hobby Lobby, HomeGoods and Neiman Marcus do business at Dallas Market Center. Joining them are leading buying groups, e-commerce, resorts, and thousands of the best independent stores like A Dodson's, Hazelnut, Julian Gold, Kuhl-Linscomb, Lawrence's, Louis Shanks, P.S The Letter, Stanley Korshak, and many others as well as the team from Oprah's Favorite Things on the hunt for the hottest new products.

The bottom line:

DALLAS PROVIDES YOUR BEST OPPORTUNITY TO REACH MORE NEW CUSTOMERS.



#### WHAT'S SO SPECIAL ABOUT THE DALLAS TEMPS?

**Traffic. Promotion. Great locations.** As a seller there's a lot to love about The Temps. It's no wonder that 91% of Dallas buyers shop The Temps and 94% of Temps shoppers place orders. In short, it's the discovery zone where buyers know they can find what's new and noteworthy.

With **five exhibit halls** encompassing more than 700,000 square feet, The Temps represent the full spectrum of merchandise any retailer would be seeking – from designer goods to gifts and collectibles. Over 75% exhibitors come back time & time again – they know the value!

#### **TEMPS COLLECTIONS**

These are the Dallas destinations; select the collection that best suits your merchandise.

#### **LUXE GIFT – JURIED**

Trade Mart, Floor 1

A juried collection featuring a wide range of higher-end products from all categories of merchandise including home décor, artwork, decorative soft-goods, tabletop, gifts, accessories, children's items and paper products. Exhibit space on Trade Mart, Floor 1 is leased on an **annual contract ONLY** - which requires a two Market commitment (January 2023 & June 2023). **Order writing only. Complete product information and booth design required for consideration.** 

#### **HIGH STYLE DALLAS - JURIED**

World Trade Center, Floor 10

Dallas' newest and most distinguished juried collection features innovative and design-driven, home and lifestyle merchandise from all product categories along with an inspiring collection of original artwork. Selection of participants is based upon the design and aesthetic appeal of product, packaging, and booth presentation. Order writing only. Complete product information and booth design required for consideration.

#### **GIFT, HOME & HANDMADE**

World Trade Center, Floor 12

The hottest and most expansive product selection within the Temps. This order writing only floor accommodates the following collections:

**BODY & SPA:** Features Zen & holistic gift items, loungewear, personal care products, bath products, lotions & potions, fragrance, CBD items, candles, products focused on rest, relaxation, beauty and wellness.

**EMERGING GIFTS:** Features emerging products & companies brand new to the wholesale Market experience.

**GENERAL GIFTS:** Includes general merchandise, souvenirs, trend items, collectibles, toys, plush, games, children's items, stationery, pet products, inspirational gifts, museum gifts, resort items, western themed gifts and more.

**GLOBAL** | **FAIR TRADE:** World friendly products, environmentally conscious products, sustainable gifts and products that "give back" to society and aid in the support of developing cultures and communities.

**GOURMET FOODS:** Includes specialty pre-packaged edibles, chocolates, candies, nuts, dips, crackers, chips, teas, coffees, gourmet beverages, syrups, sauces, gourmet popcorn, dried fruits, cake mixes, recipe books, gift baskets and all things yummy.

**HIM:** Men's gifts, gadgets, grooming products and fashion items for that special man.

**HOME:** Includes home accents, décor, artwork, decorative soft-goods, pillows, throws, garden items, furniture, rugs, lighting, home fragrance, candles, floral, seasonal gifts and more.

**MADE:** Features a wide assortment of unique Handmade, American Made and Made in Texas gifts, accessories and décor items.

**TABLETOP | HOUSEWARES:** Includes tableware, glassware, flatware, melamine, housewares, aprons, cookbooks, kitchen gadgets, table décor, candles, candelabras, salt & pepper shakers, wine glasses, serving items, cookware, vases and more.

**T-SHIRTS | RESORT:** Includes Tees, casual shirts, hats, tote bags, destination inspired apparel, towels, and logo branded and monogramed apparel.

#### **FASHION ACCESSORIES, APPAREL & FOOTWEAR**

World Trade Center, Floor 13

JEWELRY & FASHION ACCESSORIES: Includes fine jewelry, earrings, necklaces, belts, hair accessories, scarves, personal adornment items, handbags, small leather goods, briefcases, shoes and more.

Order writing only.

**APPAREL:** Includes clothing, activewear, outerwear, and more. *Order writing only.* 

#### **IMMEDIATE GOODS - GIFTS & JEWELRY**

Market Hall - North

**ARTISAN:** Features handcrafted fashion jewelry, soaps, artisan made essential oils & bath products, handmade hats, handbags, scarves & apparel, and handcrafted décor items. *Order writing and cash & carry.* 

**GIFTS & JEWELRY:** Features manufactured jewelry and fashion accessory items, sunglasses, collectibles, gourmet food, decorative textiles, perfumes, apparel and more. *Order writing and cash & carry.* 

**FINE JEWELRY:** Features fine jewelry, gold, silver, precious metals, precious and simi-precious stones, estate jewelry and more. *Order writing and cash & carry.* 

#### **IMMEDIATE GOODS - HOME**

Market Hall - Main

**ANTIQUES:** Features one of-a-kind antique furniture, mirrors, clocks, original artwork and fine prints, chandeliers, heirloom jewelry, lighting, decorative objects, collectible boxes, silver, china, architectural elements and mid-century modern decor. Cash & carry.

**HOME:** Includes a broad array of furniture, decorative accessories, artwork, lighting, area rugs, cow hides and more.

Order writing and cash & carry.

**VINTAGE:** Features vintage finds, found objects, repurposed and recycled home décor and vintage inspired gifts.

Order writing and cash & carry.

A juried collection is a carefully curated assembly of like-minded companies grouped together in a cohesive presentation. Product, booth design, company image and customer base influence the selection of each participant. Perspective exhibitors must submit the following information to be considered for a juried collection: booth design, product information, product photography, customer list.

## LOCATION | COST | WHAT'S INCLUDED

**DEPOSIT DUE WITH LEASE:** 35% of Total Booth Cost Due with Contract **BALANCE DUE:** November 2, 2022

#### **TRADE MART**

#### Floor 1

LUXE Gift (Annual Contract Required)

BOOTH SIZE: 10'x10'/3mx3m

RATE / NSF: \$30.00 CORNER FEE: \$325 PREMIUM CORNER: \$820

Booth Carpet, 3 Lights, 2 Chairs, 1 Round Table, Modular Shell Scheme/8' GEM Walls, Booth ID Sign, Wastebasket

#### **WORLD TRADE CENTER**

#### Floor 10

High Style Dallas

BOOTH SIZE: 10'x10'/3mx3m

RATE / NSF: \$28.00 CORNER FEE: \$325 ATRIUM CORNER: \$820

3 Lights, 2 Chairs, Modular Shell Scheme/8' GEM Walls, Booth ID Sign, Wastebasket

#### **WORLD TRADE CENTER**

#### Floor 12

General Gifts

BOOTH SIZE: 10'x10'/3mx3m RATE / NSF: \$26.00 - \$28.00 CORNER FEE: \$325 ATRIUM CORNER: \$820

3 Lights, 2 Chairs, 1- 42" Round Table or 1 - 6' Draped Table, Modular Shell Scheme/8' GEM Walls, Booth ID Sign, Wastebasket

Home, Body & Spa, T-Shirts, Gourmet Foods\*, MADE (Handmade, American Made, Texas Made), Global | Fair Trade, Tabletop | Housewares, HIM

BOOTH SIZE: 10'x10'/3mx3m RATE / NSF: \$26.00 CORNER FEE: \$325

ATRIUM CORNER: \$820 3 Lights, 2 Chairs, 1- 6' Table, Modular Shell Scheme/8' GEM Walls, Booth ID Sign,

**Emerging Gifts** 

Wastebasket

BOOTH SIZE: 6'x10' RATE: \$1,300/ Booth

3 Lights, 2 Stools, 2 EZ Shelves, 1 - 40" Counter, 8' GEM Backwall, Booth ID Sign, Wastebasket

#### **WORLD TRADE CENTER**

#### Floor 13

Jewelry & Fashion Accessories | Footwear

BOOTH SIZE: 10'x10'/3mx3m RATE / NSF: \$26.00 CORNER FEE: \$325 PREMIUM CORNER: \$495

3 Lights, 3 Chairs, 1 Table, Modular Shell Scheme/8' GEM Walls, Booth ID Sign, Wastebasket, + Additional Racks and/or Shelf

#### **Apparel**

BOOTH SIZE: Bulk RATE / NSF: \$21.00 CORNER FEE: \$325 PREMIUM CORNER: \$495

3 Lights, 3 Chairs, 1 Table, Modular Shell Scheme/8' GEM Walls, Booth ID Sign, Wastebasket, 5 Rolling Racks

#### **MARKET HALL**

#### North

Immediate Goods – Gifts & Jewelry Gifts & Jewelry, Fine Jewelry, Artisan\*

> BOOTH SIZE: 10'x10' + RATE / NSF: \$19.00 - \$14.00 CORNER FEE: \$150 PREMIUM CORNER: \$250

Booth Carpet, 2 Chairs, 1- 6' Skirted Table, 8' White Drape Walls, Booth ID Sign, Wastebasket

\*Artisan receives 3 Lights and Taut Drape.

#### **MARKET HALL**

#### Main

Immediate Goods – Home Home, Vintage, Antiques

> BOOTH SIZE: 10'x10' + RATE / NSF: \$17.00 - \$12.00 CORNER FEE: \$150

Bulk Rates Available over 400 NSF

8' Bone Drape (divider only), Booth ID Sign, Wastebasket

## PRE-MARKET PLANNING & WAYS TO SAVE \$\$\$

## FREE STORAGE BETWEEN MARKETS:

When you sign-up for the January 2023 Market prior to the conclusion of the June 2022 Show, you can store your booth fixtures at no charge between the two Markets. (The same holds true between January 2023 and June 2023.) This saves on outbound shipping expense for the current Market and the inbound shipping expense for the upcoming Market.

Certain restrictions apply. Does not include Market Hall.

## ADVANCED SHIPPING TO WAREHOUSE:

By shipping your freight to the GES warehouse during the Advanced Shipment timeframe, (November 29 - December 30, 2022), your freight will be delivered directly to your booth with no additional drayage charges. This assumes, of course, that crate size limits are observed. Please refer to your Exhibitor Services Manual for more details.

Certain restrictions apply. Does not include Market Hall.

#### **RIGHT TO WORK:**

Dallas Market Center is a "right to work" facility which means that you can set-up and breakdown your own exhibit. This saves you significant money. Supporting labor is available through GES as needed.

Certain restrictions apply.

#### **CARAVANS:**

To ensure that your products get to their next destination in time, consider using our "Market to Market Caravan" for the efficient and reliable transportation of your merchandise.

Booth Deposit 1 Booth	\$ 910.00
Booth Deposit 2 Booths	\$ 1,820.00
Booth Deposit 3 Booths	\$ 2,730.00
Booth Deposit 4 Booths	\$ 3,640.00
Booth Deposit 5 Booths	\$ 4,550.00
Booth Deposit 6 Booths	\$ 5,460.00

<sup>\*</sup> Based on booth rate \$26.00 / NSF

#### NOTE

<sup>\*</sup> The City of Dallas requires that vendors distributing food products pay a distribution fee of \$329. This amount will be an additional cost for all Gourmet Food vendors.

#### MARKETING OPPORTUNITIES

The Marketing and Retail Development teams work hard to promote The Temps and deliver more buyers to Total Home & Gift Market. No other marketplace has a dedicated buyer delivery team attracting independent retail, major stores, buying groups, and international. Plus we offer comprehensive support of The Temps from our marketing team including advertising, emails, social media, videos, printed materials, and more. We're doing our part and here's how you can help.

## SEND HIGH RESOLUTION PHOTOGRAPHY:

Photos of your products may be used in emails, printed pieces, and social media prior to and during the show.

Send your imagery to socialmedia@dallasmarketcenter.com.

Along with the artwork, include:

DALLAS JANUARY TEMPS, Your Company Name and Your Booth Number. No logos on images.



#### SPONSORSHIPS/PAID OPPORTUNITIES

Our promotions team wants to help you spread the word and drive traffic to your booth. Sponsorship and advertising opportunities include: on-site sponsorships, e-mail blasts/on-line banners, and digital/video screen advertising, and magazine advertising.

#### SPARK MAGAZINE

is perhaps the best option.

The award-winning publication is distributed to more than 50,000 buyers one month prior to Market, thus providing advertisers with maximum exposure and oftentimes pays for your participation – before you even arrive in Dallas. SPARK offers both hardcopy and digital options.

For more information on sponsorships and advertising, contact Alissa Pena at 214-760-7655 or apena@dallasmarketcenter.com



### **COMMITTED TO YOUR SUCCESS!**

#### **MEET OUR SALES TEAM:**



**MARIE QUINN** P: 214-655-6173 F: 214-678-3004 mquinn@dallasmarketcenter.com

LUXE Gift | General Gifts | Gourmet Foods | MADE (Handmade, American Made, Texas Made) Global | Fair Trade | Tabletop | Housewares | T-Shirts | Resort



KAROL SULLINS M: 678-923-5735 F: 214-678-3017 ksullins@dallasmarketcenter.com High Style Dallas | Antiques | Home |



**ASHLEY CHANEY** P: 214-655-6226 F: 214-678-3015 achaney@dallasmarketcenter.com Immediate Goods | Artisan | Cash & Carry Gifts & Jewelry | Fine Jewelry | Cash & Carry Home | Décor | Rugs | Vintage | Emerging Gifts



**SYDNEY ARMISTEAD** M: 404-906-9445 F: 214-678-3025 sarmistead@dallasmarketcenter.com

Body & Spa | HIM – Men's Gifts | Jewelry & Fashion Accessories | Footwear



Garden | Seasonal

JILL CUNNINGHAM P: 214-655-6231 F: 214-678-3022 jcunningham@dallasmarketcenter.com Jewelry & Fashion Accessories | Footwear



**ALMA HERNANDEZ** P: 214-749-5488 F: 214-879-8175 aher nandez @dallas market center.comApparel



JO ANN MILLER MARSHALL M: 404-558-0414 jmarshall@dallasmarketcenter.com



**ALISSA PENA** P: 214-760-7655 apena@dallasmarketcenter.com Advertising Opportunities



**SUZANNE GREGORY** P: 214-749-5441 F: 214-678-3005 sgregory@dallasmarketcenter.com Operations

## RESERVE YOUR BOOTH TODAY!

Visit dallasmarketcenter.com for further information.









PA: ☐ OR: ☐ UT: ☐ ACCT: ☐

## TEMP LEASE AGREEMENT TOTAL HOME & GIFT MARKET – JANUARY 2023 DALLAS MARKET CENTER

**TEMP SHOW DATES:** WEDNESDAY, JAN 4, 2023 TO SATURDAY, JAN 7, 2023

CONTACT INFORMATIO	N			
Company Name:		Trade Show	Contact:	
Address:	City:	State:	Zip Code:	Country:
Office Phone:	_ Mobile Phone:	E-mail:		
Website:	_	Social Media Prof	file(s):	
PRODUCT DETAILS & CA	ATEGORY PREFERE	NCE		
Is your merchandise currently rep If YES, which Showroom? Name:		Showroo	om #:	
Briefly describe your products us	ing generic terms (furniture, d	écor, jewelry, linens, statuary, stationer	ry, gourmet, kids, bath & boo	dy, general gift, t-shirts, holiday, etc):
What is the wholesale price range Indicate your top three preferred	· · · · · —	er of preference (1,2,3):		
— HIGH STYLE Dallas (Juried)*		. ,		Immediate Goods - Antiques
LUXE GIFT (Juried)* - 2 Market Contract	, ,	Body & Spa		Immediate Goods - Home
MADE in America (Juried)*				Immediate Goods - Vintage
MADE - Handcrafted (Juried)*		—— Global   Fair T		Immediate Goods - Artisan
MADE in Texas (Juried)*		Tabletop   Ho		Immediate Goods - Fine Jewelry
Apparel	— Home   Garden   Seaso	• •		
* Juried Collections require submission o	of complete product information a	and booth design		Immediate Goods - Gift & Jewel
** Vendors distributing food products wil	III incur a Food Distribution Fee of	\$329 from the City of Dallas		
BOOTH REQUEST & REC	QUIREMENTS			
Quantity of 10'x10' Booths Requ	ested:	Specific Booth Size:	, x,	
Booth Upgrades Requests: At		•		
☐ Premium Corner Booth:				tional per corner (WTC 13 Only
☐ Premium Corner Booth:		<del></del>		tional per corner (Market Hall North & Main
My competitors are	•			
Special Booth Display/Juried Featu				
· <u> </u>		d have attached a photo/drav	wing of my display for	r roview and approval.
		I lidve ditaction a priore,	Willig Or my Gropie,	Teview and approva
ADDITIONAL INFORMAT				
Booth ID Signage: Please list EXACTL	LY how you would like the compa	ny name, city, and state displayed or	n your standard booth ID	signage
DOMESTIC AND STATE OF THE STATE		CITY CTATE		
COMPANY NAME  Marketing Opportunities:   YES	- Landacted rec	CITY, STATE	***	
Marketing Opportunities:   YES	_	arding promotional and adverusing	opportunities.	
PAYMENT & SIGNATURE	ES			
Total Amount Due: \$		it Required: \$		alance: \$
		35% of Total Booth Cost - D	ue with Lease	Due Nov 2, 20
This Lease Agreement must be accompanie 2, 2022. Exhibitor expressly agrees and ac				
received after <b>November 2, 2022</b> must	_	-	•	
date. Upon signature of this Lease Agreem read the Terms and Conditions and special herein.	nent, this Lease Agreement may no	ot be cancelled, changed or transfer	red. Exhibitor acknowledg	ges by their signature that they h
Exhibitor Signature	Date	By: Mitzi Tally, Aut	the seized Agent	Date
EXHIBITOR Signature	Date	WTC - Trade Mart 20	_	Date
PR OFFICE USE ONLY:			013, E.i.	
	BOOTH NO:	S.F.: DIM	1: BOOTH	H FEE:
DITIONAL CHARGES:	TOTAL:	I D: ADDITIO		



#### TEMP LEASE AGREEMENT TOTAL HOME & GIFT MARKET – JANUARY 2023 DALLAS MARKET CENTER

TEMP SHOW DATES: WEDNESDAY, JAN 4, 2023 TO SATURDAY, JAN 7, 2023

#### **TERMS & CONDITIONS**

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 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., WTC Trade Mart Fee, L.P., ITP 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 Landlordy 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., 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. Exhibitors arriving late and/or leaving early are subject to expulsion, fine or to cancellation of contracts for any future markets.
- 11. The sale of samples or the delivery of merchandise is not permitted in any category or location other than Market Hall Cash & Carry or Antiques & Vintage.
- 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 party 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 trade show 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 first 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 first 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 Antiques & Vintage 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 without 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.

Exhibitor Signature	Date

TEMP SHOW DATES: WEDNESDAY, JAN 4, 2023 TO SATURDAY, JAN 7, 2023

#### PLEASE SUBMIT PAYMENT IN ONE OF TWO WAYS:

#### **PAYMENT BY CHECK**

Date

Attach company check, cashier's check, or money order payable to WTC - Trade Mart 2015, 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 There is a \$35 charge for declined 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 Card Holder Name as it Appears on the Card Company Name: Credit Card Billing Address (Street, P.O. Box, etc.) City, State, Zip Code Card Holder Phone Number Card Number **Expiration Date** Security Code (backside of card) Upon Receipt of Lease Agreement Deposit Amount to be Charged / 35% of total booth cost Date to be Charged November 2, 2022 Remaining Balance to be Charged Date to be Charged This represents payment for the January 2023 Total Home & Gift Market. This Lease Agreement must be accompanied by the specified deposit amount of 35% of total booth cost. Final booth payment must be received no later than November 2, 2022. Exhibitor expressly agrees and acknowledges that Landlord will charge the remaining balance due to the credit card specified above on November 2, 2022. Leases received after November 2, 2022 must be accompanied by full payment via credit card, cashiers check or money order. Credit cards will be charged in full on or after this date. Upon signature of this Lease Agreement, this Lease Agreement may not be cancelled, changed or transferred. **Exhibitor Signature**

#### **RETURN THIS LEASE AGREEMENT AND BOOTH PAYMENT FORM TO:**

TOTAL HOME & GIFT TEMPS, 2100 Stemmons Freeway, MS 180, Dallas, TX 75207
Ashley Chaney | achaney@dallasmarketmenter.com | 214-655-6226 | Fax: 214-678-3015
Marie Quinn | mquinn@dallasmarketcenter.com | 214-655-6173 | Fax: 214-678-3004
Karol Sullins | ksullins@dallasmarketcenter.com | M: 678-923-5735 | Fax: 214-678-3017
Sydney Armistead | sarmistead@dallasmarketmenter.com | M: 404-906-9445 | Fax: 214-678-3025
Alma Hernandez | ahernandez@dallasmarketmenter.com | 214-749-5488 | Fax: 214-879-8175
|ill Cunningham | jcunningham@dallasmarketcenter.com | 214-655-6231 | Fax: 214-678-3022