

This agreement, made and entered into this _____ day of _____, 20_____, by & between the Junior League of Fort Smith, Inc. (hereinafter referred to as "JLFS") a non-profit corporation organized existing under the laws of the State of Arkansas, and maintaining its principal office in Fort Smith, Arkansas.

Name of business as you would like it to appear on your booth sign (please include city and state):

Contact Person(s): _____

Email: _____ Phone Number (_____) _____

Tax Id # (AR merchant only) _____

Mailing Address: _____

City, State, Zip: _____

The JLFS proposes to sponsor a pop-up shopping event and fashion show known as **SPRING MARKET** (hereinafter referred to as "Event") at the Fort Smith Convention Center **on March 13-14, 2020**. Merchant agrees to rent space for the sale & exhibition of its merchandise at the event on the terms & conditions herein specified:

1. Merchant hereby agrees to pay the booth rental fee of **\$200.00** for each 10 x 10 booth desired.

Included Services with booth rental:

- 2 Garment looks in the fashion show. If JLFS needs to provide models (\$10/model), please advise dress size _____
- Hair and Make-up for models

Additional Services available:

- _____ One (1) 110V electrical outlet, phone, and data services - \$20
- _____ Table Cloth \$15 each
- _____ Additional garment looks in the fashion show. If JLFS needs to provide models, please advise dress size. - \$25

Each merchant working during the event will be required to wear a nametag. Nametags will read "Merchant" so they can be used by any individuals working the booth. NO NAMETAG, NO ENTRANCE. **Please indicate # of nametags needed** _____

EARLY BIRD DISCOUNT: 10% off your booth fee if your contract & deposit are turned in by September 1, 2019.

DISCOUNT: 5% off your booth fee if your contract & deposit are turned in between September 2-December 31, 2019.

DEPOSIT of payment (half of total due) must be included with contract or booth will not be held

**** Remainder of payment must be paid by March 1, 2020****

All above fees (booth rental and extra services) due with payment.

TOTAL PAYMENT DUE = \$ _____ **Please Initial** _____

2. Merchant agrees to move in and arrange its merchandise on **March 12, 2020 between 1:00 PM and 6:00 PM**. You will not be allowed to move anything in or out while shoppers are present. If this is a problem please let us know **BEFORE** you sign this agreement. **Please Initial** _____

Merchant agrees to have booth fully decorated and **stocked by 6:00 PM on March 12, 2020**. **Please Initial** _____

Merchant agrees to have fashion show models present **for walk through at 4:00 PM on March 13, 2020**. **Please Initial** _____

Merchant agrees to provide all **information needed for the fashion show by February 1, 2020**. **Please Initial** _____

Merchant agrees to remove its merchandise on March 14, 2020 between the hours of 9:00PM & 11:00 PM. **Please Initial** _____

Merchant agrees to keep their booth open for the duration of the event. **Please Initial** _____

Merchants are encouraged to bring any additional lighting for use during special event lighting. **Please Initial** _____

Single booth rental includes (1) table & (2) chairs, (1) 8' high back drape, two 3' high side drapes & one sign identifying Merchant's booth name, city and state. All booths must remain uniform by using the pipe & drape & sign provided by the JLFS. All additional equipment & service requests will be met at the Merchant's expense. Location of the booth is discretionary with the JLFS, based on such factors as response to offering, nature of merchandise, size of booth, & electrical requirements. **Please initial** _____

3. This agreement must be returned to JLFS with the booth rental fee and any extras, minus the deposit, otherwise this offer shall be considered withdrawn. The deposit will be applied in full against the booth rental fee. Merchant shall be liable for the balance of the booth rental fee **by February 1, 2020** otherwise this contract shall be considered terminated and the JLFS will be entitled to retain the deposit amount and to assign the space reserved for Merchant to another merchant. In the event the merchant withdraws from the event **after February 1, 2020** the Merchant forfeits the total booth rental fee. Booths will be assigned on a first come first serve basis. **Please Initial** _____
4. Due to Fort Smith fire code, promotional display and sale of merchandise must be confined to Merchant's sales and display area. Merchant WILL BE FINED \$50 for every 5 inches they extend outside of booth dimensions. Merchant shall not play any music or recordings of any sort, and shall not use microphones to make any sounds or noises. Merchant agrees to abide by any other reasonable requests made by the JLFS. **Please Initial** _____
5. Merchant will use the booth rented solely for the purpose of displaying merchandise for sale at the Event. The JLFS reserves the right to reject any undesirable material or merchandise. Upon being informed by the JLFS that the merchandise does not fall into the approved category, or that materials or merchandise are undesirable, Merchant agrees to remove such materials or merchandise from display and discontinue sales of such merchandise. Merchant's rights under this Agreement may not be subleased, transferred or assigned in any way. The Event Chairman &/or the Event Merchant Chairman must approve any merchant wishing to share booth space with a contracted **merchant by February 1, 2020**. The non-contracted merchant agrees to adhere to the same contract terms as the contracted merchant. Any non-approved merchant sharing booth space with a contracted merchant will be removed from the Event. **Please Initial** _____
6. The JLFS makes no warranties with respect to merchandise and will have no responsibility with respect to the collection of unpaid accounts, returned checks, or the return of merchandise. **Please Initial** _____
7. Merchant agrees to collect any sales tax on sales of its merchandise and to comply with all requirements of the Arkansas State Department of Revenue, and all requirements of the City of Fort Smith and of Sebastian County, Arkansas, concerning the sale of merchandise in Arkansas. Merchant further agrees to comply with all other laws and regulations governing its activities. Merchant agrees to indemnify and hold the JLFS harmless with respect to and all liability for sales taxes or other license and fees arising out of Merchant's conduct at Event and from any other liability arising out or Merchant's failure to comply with any other law or regulation. **Please Initial** _____
8. Merchant shall assume all risks with respect to Merchant's merchandise, and insurance thereon must be provided at the expense of the Merchant. Merchant agrees to indemnify the JLFS and hold it harmless from any and all claims and liabilities resulting from faulty or defective merchandise purchased or ordered at the event or from the acts or negligence of any of the employees or agents of Merchant. Merchant will pay all costs, including attorney's fees, incurred by JLFS as a result of any such claim or liability. Neither the JLFS nor the Fort Smith Convention Center, nor any of its agents or employees shall be liable to Merchant or its employees or agents, for personal injury or property damage of any kind arising out of the operation of the Event. **Please Initial** _____
9. Merchant agrees to indemnify and hold harmless the JLFS from all fines, suits, claims, demands and actions of whatsoever kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Merchant. Merchant will indemnify, protect and hold harmless the JLFS from any loss, cost, including attorney's fee, damage or expense caused by injuries to persons or property, while in or on said premises leased by the JLFS for the sponsoring of the Event. Merchant agrees to comply with all of the laws applicable within the municipality, county, and state, in which said premises are located with regard to nuisance, insofar as the building and premises referred to above are concerned and by no act render the JLFS liable thereof. JLFS reserves the right to remove merchant from premises in the event of disturbances, unacceptable behavior, or any other instances that JLFS deems inappropriate. **Please Initial** _____
10. User represents and warrants to the JLFS that all copyrighted materials to be used, performed, and displayed have been duly licensed or authorized by the copyright owners or their representatives and user agrees to indemnify and hold the JLFS harmless from any and all claims, losses, causes of actions, suits and expenses incurred with reference thereto in regard to any claim of copyright infringement. **Please Initial** _____
11. The JLFS will not be responsible for receiving, handling, storing or safeguarding Merchant's merchandise or other property. Merchant shall be responsible for safeguarding these items during market hours as well as between hours. The JLFS shall not be responsible for breakage, theft, robbery, burglary, vandalism, fire, wind, flood, hail, water damage or any other casualty whatsoever which might occur, and Merchant assumes all risks with respect to Merchant, its employees, agents, merchandise, and property including, but not limited to fire, wind, theft robbery, burglary, vandalism, hail, flood, or water damage and any other type of damage from whatever cause, and any insurance against such risk shall be provided by Merchant at its expense. **Please Initial** _____
12. The JLFS agrees to provide a security guard for the time period listed below. However, the JLFS shall have no responsibility or liability of any kind for any loss or damage to Merchant, or to its property or merchandise. The JLFS will not receive or be responsible for the receipt of merchandise shipped to or delivered to the Event. Merchant agrees to have the necessary personnel on the premises for the receipt of their merchandise. All expenses of any kind in connection with transporting, packaging, unpacking, & insuring of Merchant's property or merchandise shall be born entirely by Merchant.

Friday & Saturday, March 13-14, 2020 10:00 AM – 9:00 PM

Please Initial _____

13. The JLFS may cancel and terminate this Agreement at any time upon written notice to Merchant. The sole obligation of the JLFS shall be limited to the refund of all rentals and deposits paid to the JLFS by the Merchant. The JLFS shall not be responsible to Merchant for any expenses or lost profit or any other amount under any circumstance. **Please Initial** _____
14. This Agreement constitutes the sole agreement between the parties concerning the Event. There are no other agreements between the parties, oral or written, concerning the Event. Merchant has not relied in any way upon oral statements, promises or representation of the JLFS in the execution of this Agreement. Only a written statement signed by both parties can change this Agreement.
15. General description of merchandise to be **displayed at the 2020 SPRING MARKET**.

Please circle all the following categories that apply to the merchandise you will have in your booth and put in the appropriate percentage (For Example: Home Accessories 60%, Gifts 20%, and Toys 20%)

Apparel & Accessories	_____	Food	_____	Home Décor	_____
Art work	_____	Gifts	_____	Jewelry	_____
Bath & Body	_____	Stationery	_____	Men's Clothing	_____
Children's Clothing	_____	Toys	_____	Specify Other	_____
Seasonal	_____	Ladies Clothing	_____	Specify Other	_____

15. There will be both a live and silent auction at the event. If you are interested in donating an item for the auction events please specify. These items must be delivered to a Junior League **representative no later than February 1, 2020**.

_____ Willing to donate Item

Item Description: _____

Value of Donation: \$ _____

16. This Agreement shall be construed and enforced in accordance with the Laws of the State of Arkansas:

		BY:
_____	_____	_____
Date	Name of Merchant (please print)	(Authorized Representative for the Merchant)
	Junior League of Fort Smith, Inc.	
		BY:
_____	_____	_____
Date		(Authorized Representative for JLFS)

All checks should be made payable to the **JUNIOR LEAGUE OF FORT SMITH – SPRING MARKET** and mailed to the following address:

Alexis Durham, Merchant Coordinator 311 Garrison Avenue Fort Smith, AR 72901 Phone: (479) 522-4585 eMail: jfsspringmarket@gmail.com	Aimee Warren, Merchant Coordinator Phone: (479) 719-3416 eMail: jfsspringmarket@gmail.com
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HALF the deposit of the booth rent and any extras MUST BE returned with the contract and the remainder must be paid by February 1, 2020. If you need a PayPal invoice please let us know. NOTE: There will be a convenience fee if paid through PayPal.

For JLFS Committee Only:

\$ _____ deposit received by Junior League of Fort Smith on the _____ day of _____, 20____

Received by _____