

## THE APPLICATION PROCESS

1. Fill out the show contracts. Please check your calendar to ensure there are no conflicts with your dates prior to applying.

2. Either mail or email photos of the products which you will be selling. At least one photo should be a photo of your booth set up. Photo submissions are used in making final decisions. We are a retail show, and do not allow wholesaling at our events. We limit direct sales companies.

3. Please give a list of shows that you have previously attended as a merchant.

4. Attach the deposit with the contract.

There is a non-refundable 50% deposit required with each contract. In the event that you are not accepted into the show, this deposit will be refunded without penalty.

5. Return contracts to MidSouth Media Group, 6920 Oak Forest Dr., Olive Branch, MS 38654; fax to 662.890.3918, or email to [kristi@midsouthmediagroup.com](mailto:kristi@midsouthmediagroup.com).

6. If you are applying for both Spring and Fall shows, you will be notified almost immediately of your acceptance. Upon acceptance and booth assignment, your check will be cashed or your credit card will be ran for the deposit amount. Those applying for Fall shows only, will be notified as soon as all Spring merchants have been placed. (No later than mid March to early April).

7. Balances are due 60 days prior to the event. Move in packets will be emailed 60-90 days prior to the event date.

**Due to the promptness of our review and acceptance of merchants, it is important to submit all contracts to all the shows early and at the same time.** This ensures your placement into all desired shows. Those that submit their paperwork at a later date, may run the risk of a show being sold out, or their product category already being filled. We may limit specific categories or types of products sold at the event.

### PLEASE NOTE:

There is a 60 day first right of refusal for **returning merchants** after an event. Those dates are located at the top right corner of the contracts. We can **NOT** guarantee booth space to returning merchants if the contracts are received after that date. Returning merchants receive first placement, then new merchants after the 60 day grace period.

For **new merchants**, booth assignment will begin after the 60 day first right of refusal date. Booths are assigned in the order of contracts received and accepted. Be sure to submit your deposit so there is no delay in the assignment process.

Due to the limited space and demand of the holiday events, those merchants that are signing up for a Spring event will have **first placement and guaranteed** a spot in one of the holiday events, as long as they submit the contracts together before the "early-bird" deadline! Guarantee is based on availability, so send your contracts in early!

Those merchants only participating in the holiday events can **NOT** be guaranteed a space until after the "early-bird" deadline has expired, and after Spring Market merchants have been placed for fall. This may be February or early March when this is completed. After that time if there are any remaining booths, they will be assigned to those merchants on the waiting list.



October 5-7, 2018

Friday 9-9  
Saturday 9-8  
Sunday 11-5

# Mistletoe Merchants OF MEMPHIS

First right of refusal 12/1/2017

OFFICE USE ONLY	
Booth #	_____
Price	_____
Invoice Sent	_____
Paid In Full	_____
Packet Sent	_____

Show Colors: Black

**Set-Up Time:** Wednesday, October 3, 2018, Noon-6 p.m. and Thursday, October 4, 2018, 8 a.m. -6 p.m.

**Move Out:** Sunday, October 7, 2018 5:01 p.m.-10 p.m. and Monday, October 8, 2018, 8 a.m.-Noon.

**Location:** Agricenter International-7777 Walnut Grove Road, Memphis, TN 38120

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facebook Page: \_\_\_\_\_

Web Site: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Merchandise: \_\_\_\_\_

Please check all items that you carry and % of each. Designer inspired items are acceptable.  
Counterfeit knock-offs are strictly prohibited! We do not accept wholesale or direct sales companies.

- |                       |                              |                    |                           |
|-----------------------|------------------------------|--------------------|---------------------------|
| _____ art/photography | _____ beauty/wellness/health | _____ books        | _____ children's clothing |
| _____ children's toys | _____ cookware               | _____ gifts        | _____ gourmet foods       |
| _____ floral/garden   | _____ home décor             | _____ jewelry      | _____ men's items         |
| _____ monogramming    | _____ pet accessories        | _____ purses/shoes | _____ women's fashion     |

other: \_\_\_\_\_

We would like to reserve \_\_\_\_\_ # of booths. (Each booth is a 10' x 10' with pipe and drapes on sides, and ID sign.) Electricity and WiFi is an additional charge. An Electrical / WiFi form will be included in the Exhibitor's Packet.

With Corner \_\_\_\_\_ Without Corner \_\_\_\_\_ First Choice \_\_\_\_\_ Second Choice \_\_\_\_\_

## BOOTH RENTAL / RESERVED AND DEPOSIT PAID

### "EARLY-BIRD" RATE (Before 1-19, 2018)

### (After 1-19, 2018)

Booking a Spring Market event & Mistletoe Merchants before January 19, 2018

Booking a Spring Market event & Mistletoe Merchants after January 19, 2018

Booking Mistletoe Merchants Only Not booking a Spring Market

	Use this rate	Use this rate	Use this Rate	Advertising
10' x 10'	\$ 700	\$ 800	\$ 900	Full Page \$950
10' x 20'	\$1200	\$1300	\$1500	1/2 Page \$550
10' x 30' or 16'x20'	\$1600	\$1750	\$2000	1/4 Page \$350
10' x 40'	\$2000	\$2200	\$2500	
Corner	\$ 100 extra	\$100 extra	\$ 150 extra	

\* Merchants are required to donate a \$25 gift certificate for door prize, and a silent auction item (value \$75-100).

"Early-Bird" deadline for application is January 19, 2018. A nonrefundable 50% deposit is due upon acceptance of contract and booth assignment made. An assigned booth number is guaranteed when a deposit is paid. Balance is due 60 days prior to Show date. Any balance remaining 60 days or less prior to Show date is subject to 10% charge on remaining balance. Cancellations and refunds are not accepted 60 days or less prior to the Show date. Please refer to "terms of contract". MidSouth Media Group, Inc. reserves the right to refuse an exhibitor for any reason, and has the right to limit the numbers of exhibitors showing similar or same products to prevent duplication.

I, the applicant, hereby release, indemnify and agree to hold harmless the promoter, MidSouth Media Group, and all other persons involved with the event from and against all liabilities and any claims for damage, loss or injury to person or property suffered during the event. (Including set-up days and non-business hours.) I understand that liability and casualty insurance against such damage, injury, and loss is my responsibility. I agree to abide by the rules of the Show and rules otherwise imposed by the promoter at any time. This contract is binding.

I have read and agree to the terms of this contract.

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Please charge a deposit of \$ \_\_\_\_\_ to my Visa, MasterCard or American Express.

Card #: \_\_\_\_\_ Expiration: \_\_\_\_\_ Code: \_\_\_\_\_

Name on card: \_\_\_\_\_ Signature: \_\_\_\_\_

Complete application and mail to: Attention: Kristi Rowan  
MidSouth Media Group  
6920 Oak Forest Dr.  
Olive Branch, MS 38654  
Phone: 662.890.3359  
Fax: 662.890.3918  
Cell: 901.949.1101



## Terms of Contract Agreement (Please initial all)

The company or individual(s) identified on the front of these contracts hereby subscribes for an exhibit booth or space at The Market Shows known as the following, Spring Market of Memphis, Spring Market of Jackson, Mistletoe Merchants of Memphis, and The Other Holiday Market by Mistletoe Merchants. (hereinafter "Show") to be held by MidSouth Media Group during 2018. Exhibitor shall adhere to the rules and regulations set forth herein, and conformance with such rules and regulations is understood to be part of this Contract. The signature of the Exhibitor, or its authorized representative, in the space on front of the contracts indicates agreement with all of the provisions of this Contract by Exhibitor, including its owners, officers, employees, agents, representatives, and independent contractors.

\_\_\_\_\_ 1. **Exhibit/Booth Space.** All displays are subject to approval by MidSouth Media Group, and MidSouth Media Group expressly reserves the right to reject any applicant for exhibit space and refund the amount that said applicant has paid for space. While best efforts will be made to accommodate Exhibitor's exhibit booth selection, MidSouth Media Group reserves the right to assign, designate or change exhibit or booth location. All Exhibitor personnel shall wear an identification badge while on the Show floor.

\_\_\_\_\_ 2. **Hours of Operation.** The hours during which the Show is open shall be Friday, 9 a.m.–8 p.m., Saturday, 9 a.m.–6 p.m., and Sunday, 11 a.m. - 5 p.m. for Spring Market of Jackson, MS; Friday, 9 a.m.–9 p.m., Saturday, 9 a.m.–6 p.m., and Sunday, 11 a.m. - 5 p.m. for Spring Market of Memphis, Mistletoe Merchants of Nashville, Holiday Market of Memphis, TN show; and Friday, 9 a.m.–9 p.m., Saturday, 9 a.m.–8 p.m., and Sunday, 11 a.m.–5 p.m. for Mistletoe Merchants of Memphis, TN show. Exhibitor shall staff its booth during all hours the Show is open to the public. Exhibitor shall not begin disassembling its exhibits until 5:01 p.m. Sunday. Exhibitors who do not comply with these provisions shall be assessed a surcharge in the amount of \$500.00. Exhibitor disassembly and move-out times are until 10 p.m.

\_\_\_\_\_ 3. **Operation of Exhibit Space.** Excessive noise, bothersome lighting or other use of exhibit space by Exhibitor that interferes with the exhibition space used by other Exhibitors or with the operation of the Show is prohibited, as is the creation of or maintenance by Exhibitor of any dangerous or hazardous condition or situation. Exhibitor's displays and advertising material shall not protrude into the aisles or otherwise interfere with the movement of visitors to the Show. Booth shall not exceed 8 feet in height without the approval of MidSouth Media Group, and Exhibitor shall not block or interfere with the visibility of an adjoining Exhibitor. Exhibitors shall exercise maximum care in the prevention of fire and to avoid loss of property, which is part of the Show.

\_\_\_\_\_ 4. **Security Services.** MidSouth Media Group will provide security services beginning 6:00 p.m. the evening of first day of move in until the Show closes its doors to the public. Notwithstanding the above, Exhibitor shall not leave valuable items or personal property unattended at the exhibit booth or space, and MidSouth Media Group is not responsible for any losses Exhibitor may suffer as a result of items stored either at the Show facility or in or at the Exhibitor's exhibit space during the Show.

\_\_\_\_\_ 5. **Services Not Provided.** MidSouth Media Group does not provide equipment, decoration, labor, carpenters, storage for exhibit materials, special lighting, gas, water supply or other related services. Exhibitor must make all arrangements for these items and, in addition to the indemnity obligations set forth in section 7 below; exhibitor shall defend, indemnify and hold harmless MidSouth Media Group for any and all claims, losses, damages, injuries, or other charges that may occur from any such arrangements made by Exhibitor.

\_\_\_\_\_ 6. **Insurance Not Provided.** Exhibitor acknowledges MidSouth Media Group does not have or provide insurance against the loss of or damage to Exhibitor's property at the Show for any reason. Exhibitor assumes the sole responsibility to obtain insurance of any kind, including but not limited to insurance against property damage, personal injury, theft, vandalism, business interruption, or any other insurance it may need to cover any losses it may suffer at the Show.

\_\_\_\_\_ 7. **Liability and Indemnification Waiver.** Exhibitor agrees to comply with all fire and safety rules and regulations adopted by all applicable governmental authorities and the Show. In the event MidSouth Media Group shall be held liable for any occurrence that results or might have resulted from the Exhibitor's action(s) or failure to act, including, but not limited to, acts or omissions constituting negligence, deceptive trade practices, strict liability, or the creation of liability resulting from an unreasonably dangerous product (product liability), Exhibitor shall reimburse and indemnify MidSouth Media Group for damages resulting from such liability and the costs incident thereto, including its reasonable attorneys fees. Exhibitor further agrees that it shall hold harmless and indemnify MidSouth Media Group from and against any loss, damage, expense or penalty arising from any action including any action based on strict liability or negligence, on account of personal injury or property, including its reasonable attorneys fees incurred in connection therewith.

\_\_\_\_\_ 8. **Assignment Prohibited.** Exhibitor shall not share, lease, sublet, assign, offer for use, or otherwise convey any portion of its exhibit space to any individual, partnership, corporation, company, firm or entity, without the prior written consent of MidSouth Media Group.

\_\_\_\_\_ 9. **Cancellation Policy.** If Exhibitor is not able to attend the Show, they must submit the intent to cancel in writing. Exhibitor may be entitled to a refund based on the following schedule: **a. Notice of sixty days or more: If written cancellation is received 60 days or more prior to the Show, and if the Exhibitor has paid for space in full, Exhibitor is entitled to a 50% refund of cost of space. b. Notice of less than 60 days: If written cancellation is received less than sixty days prior to the Show, Exhibitor will not receive a refund and will be responsible for full payment of booth space and any balance remaining. MidSouth Media Group is not responsible for cancellations and will not carry over balances into other events. No exceptions.**

\_\_\_\_\_ 10. **Payment.** Payment for Exhibitor's space must be in compliance with terms shown on the booth space contract. Any exceptions to these payment terms must be approved by MidSouth Media Group prior to date of final payment due date. No Exhibitor shall be permitted to erect an exhibit without having made full remittance of space rental or prior arrangements with MidSouth Media Group. Exhibitor consents to the jurisdiction of the courts of DeSoto County, Mississippi in any action brought by MidSouth Media Group to collect amounts owed hereunder, and expressly waives any objection Exhibitor may have to the assertion of personal jurisdiction by such courts. In any legal proceeding initiated by MidSouth Media Group to collect any sums owed by Exhibitor under this The Market Shows Contract, Media Group shall be entitled, in addition to the principal amount owed, to any and all costs or expenses incurred in bringing such action, including its reasonable attorneys fees.