

This form **MUST** be returned to Merchandise Mart Properties, Inc. by November 6, 2009. Any application received after this date will be charged a \$125.00 Service Fee.

EXHIBITOR INFORMATION

Exhibitor's Name: _____ Booth/Space # _____
 Address: _____ City: _____
 State/Province: _____ Zip Code: _____ Country: _____
 Phone #: _____ Email: _____

***If you would like your check sent to a different address or if your payable information is different than as stated above, please fill in your payable information below:*

Name (as it should appear on the check): _____
 Address: _____ City: _____
 State/Province: _____ Zip Code: _____ Country: _____

1. EXHIBITOR AGREEMENT

This Agreement now exists between Merchandise Mart Properties, Inc. ("MMPI") as Show Management, located at Suite 470, 222 Merchandise Mart Plaza, Chicago, Illinois 60654, and the undersigned exhibitor ("Exhibitor") who shall be attending One of a Kind Show and Sale® in NY, New York (the "Show").

2. RECEIPT OF APPLICATION

Only Exhibitors who have received a confirmation of receipt by email or standard mail will be authorized to participate in the Show. Due to the extensive registration procedures, MMPI is unable to register Exhibitors on-site. If you have not received confirmation within 7 days of application submission, please contact Lisa Versino at 312-527-0139 or lversino@mmart.com. MMPI reserves the right to deny all Exhibitors entry and participation in Show at any time at its sole discretion.

3. RECEIPT OF PAYMENT

In accordance with the terms outlined herein, MMPI shall provide cashier services, which includes receiving all payments for purchases and processing the receipt of all corresponding payments on behalf of Exhibitor and in the following manner:

- A. **Id Numbers:** MMPI shall provide Exhibitor with an ID number specifically attached to its exhibit space.
- B. **Forms for Merchandise:** MMPI shall provide a form for the Exhibitor to identify all merchandise to be sold.
- C. **Collections and Distribution.** MMPI shall collect all funds for the sold items by:
 - *Cash.* All cash proceeds for sales through Sunday evening will be paid in US dollars to the Exhibitor on Monday morning before the opening of the last day of the Show. All additional cash proceeds will be paid to the Exhibitor in check format within fifteen business (15) days after the close of the Show. If you would like your check to be delivered via Federal Express, please provide your Federal Express billing number:
Federal Express billing number _____
 - *Credit Cards* (Visa, MasterCard or American Express). MMPI will distribute to the Exhibitor within fifteen (15) business days after the close of the Show all of the proceeds paid by credit card less the sales taxes, Compensation for Services (as described herein) and the applicable credit card discount rate (2.75% for Visa and MasterCard – 3.15% for American Express). The credit card proceeds will be included in the aforementioned check for any remaining cash proceeds. MMPI will not handle any refunds; should a purchaser want to return something they will have to go directly to the Exhibitor.



one of a kind

Show and Sale NY

CENTRAL CASHIER APPLICATION

- D. **Reports of Sales.** MMPI shall provide Exhibitor with a sales report showing the sales by item, form of payment and net remittance (total credit card sales less the discount rate and applicable MMPI charges) at the close of each day's Show. A final sales report will be distributed at the close of the Show. The Exhibitor is responsible for auditing the reports and has ten (10) days after the close of the Show to notify MMPI of any irregularity. MMPI is not responsible for any discrepancies after the ten (10) day audit period has expired.
- E. **Charge Backs.** MMPI shall require payment from Exhibitor to recover any chargeback made by Exhibitor's customer for a period of one year. Please provide a credit card number for charge backs:

Name on Credit Card: _____ Type of Credit Card: _____
 Credit Card Number: _____ Expiration Date: _____

Exhibitor hereby authorizes MMPI to charge its provided credit card for charge backs that may occur in connection with its participation in the Central Cashier program or any other fees including the Set-Up Fee or Service Fee (all fees are NON-REFUNDABLE):

Signature: _____
 Authorized Signatory

- F. **Compensation for Services.** As compensation for the services outlined above, Exhibitor shall pay to MMPI: 1) a Seventy-Five Dollar (\$75.00) set-up fee ("Set-up Fee"), to be paid to "Merchandise Mart Properties, Inc." upon execution of this Agreement; plus 2) the sum of two and one-half percent (2 1/2%) of all gross sales less the applicable sales taxes that MMPI receives on behalf of Exhibitor ("Compensation").

If a check for the Set-Up Fee is not attached to this Agreement, you hereby authorize MMPI to charge the Set-up Fee to the above Credit Card.

- i. **Deduction of Payment from Collections.** Exhibitor agrees that MMPI may deduct its Compensation, with the exception of the Set-up Fee, directly from the total amounts collected on Exhibitor's behalf prior to distributing such payments to Exhibitor.
- ii. **Sales Tax.** MMPI will be responsible for collecting and reporting sales taxes as required by local and state law.

- G. **Indemnity/Insurance.** To the fullest extent permitted by law, Exhibitor shall indemnify, defend and hold harmless MMPI, its parent, affiliates, and their respective partners, members, shareholders, directors, officers, agents, employees, beneficiaries, successors, and assigns ("Indemnified Parties") from and against all claims, including without limitation product liability claims, damages, losses, and expenses, including but not limited to attorney's fees, and any liability incurred by the Indemnified Party, arising out of or resulting from the transactions contemplated herein, including but not limited to retail sales, regardless of the cause. Exhibitor shall, at its sole cost and expense, purchase and maintain insurance to insure against loss, damage or destruction to its property and all applicable proceeds, however caused, for the full value and to cause the insurer to waive subrogation against MMPI. MMPI is not responsible for any lost, stolen or damaged goods or proceeds regardless of cause.

- H. **Governing Law.** Additionally, the parties agree that the Illinois law, both as to interpretation and performance, governs this contract. If any party lawfully sues another party in a suit under or relating to this Agreement, the party bringing the suit shall do so in the courts of the State of Illinois. Each of the parties to this Agreement hereby irrevocably accepts the personal jurisdiction of those courts in any such suit.

Merchandise Mart Properties, Inc.

Exhibitor:

By: _____

By: _____

Its: _____

Company: _____

Mail or Fax this form to: **One of a Kind Show NY, 2009, Attn: Lisa Versino, 222 Merchandise Mart Plaza, Suite 470, Chicago, IL 60654, (312) 527-0139, FAX: (312) 379-6017**