

**2010 March Spring Fling Show
CONTRACT TERMS AND CONDITIONS**

The Randolph Street February Market, produced and managed by City Markets, Inc. (herein called "CMI") is to be held at the Plumbers Hall, 1340 W. Washington, in Chicago.

All applications need to be submitted with the completed contract and payment enclosed. At this point we will review all applications and then we will inform you if you have been successful in securing a space and what size your space will be. We will take payment on credit cards, cash or checks.

If you have not been successful due to over subscription we will return any payments/contracts unless you have requested to be kept on the *reserve* list, in which case we will keep your details until the week before the event in case space opens up.

Market Dates and Hours:

Randolph Street Spring Fling Market runs the Saturday and Sunday March 20th and 21st.

Market hours are SATURDAY 10-5PM, SUNDAY 10-5PM

**No booth may be broken down prior to the closing time for the public.*

Designer Merchandise Criteria:

All independent Designers/Dealers must be on-site at the market selling their own designs except in special situations that are approved in advance by management. No third party sales are allowed. All merchandise must be originally designed and produced by the designer. Under no circumstances will mass produced items be allowed.

Antique Dealer Criteria:

All collectibles must be out of production, at least 25 years old, must have had monetary or artistic value when originally made, and must not be available through catalogs, or other non-antique commercial venues. CMI prohibits imported "container" merchandise. Merchandise is subject to CMI's review at any time. If CMI determines, in its discretion, that merchandise does not conform to Show standards, it must be removed. If multiple violations occur, CMI may revoke your license for exhibitor space and upon such revocation you must pack and leave the Show – without refund.

Set Up Instructions:

Specific instructions and directions will be sent with your confirmation prior to the market.

Tables:

Tables are available for rental. These must be requested on the contract and paid in advance. There will be no extra available. ****All tables must be skirted to the floor.****

Payment:

The full payment is due with the signing of the contract. No rental fees will be refunded. **You May Pay by Credit Card or Check**, MasterCard, Visa, Discover or American Express will be accepted in payment of booth rent. Please include your entire card number, expiration date, the three numbers on the back of the card and a full authorized signature. We cannot confirm your reservation without complete credit card information. Please make checks payable to City Markets, Inc. Dealers who have written bad rent checks will lose check payment privileges, and must pay in cash or by credit card.

Show Contact information:

The Randolph Street Market office may be reached by phone at the City Markets/Image Pilots office (312) 666-1200, fax (312) 666-1199, or by e-mail to info@randolphstreetmarket.com. Please return your signed contract and payment via fax, or if mailed to: City Markets, Inc., 47 West Division, #187, Chicago, IL 60610. Onsite during set up and event you can reach us at 312-666-1200 – the system will locate one of us.

Pricing:

All merchandise must be priced. No signs indicating “sale”, “huge discount”, etc. will be allowed.

Advertising:

No signs or advertising devices shall be used unless approved or furnished by the CMI. Designers/Dealers shall refrain from obstructing pedestrian pathways.

Laws Applicable:

Designers/Dealers shall abide by and observe all laws, rules and regulations of the state of Illinois and the City of Chicago and department thereof.

Sales Tax:

Sales Tax in Cook County is 10.25%. You must collect and pay sales taxes to the state of Illinois via your Illinois Sales Tax number. If your business is not based in Illinois, Tax reporting forms will be provided to you. In any event, management bears no responsibility of payment of sales tax and you agree to indemnify CMI for any failure by you to pay the required sales taxes to the State of Illinois. CMI is required by law to send the State of Illinois a complete list of dealers who participate in each market, State tax numbers must be submitted on your contract.

Force Majeure:

In the event any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, or any other cause or agency over which CMI has no control, or should CMI decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibit, or reduce the installation time, exhibit time, or move-out time, CMI shall not be liable to indemnify or reimburse the vendor in respect of any damage or loss, direct or indirect, arising as a result thereof.

Neither CMI, nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability for liability, for any damage, loss, harm or injury to the person or any fire, water, accident or any other cause, and none of the parties hereto mentioned will obtain insurance against any such damage, loss, harm or injury.

The applicant hereby agrees to indemnify, defend and protect CMI and hold and save the above party from any and all claims, demands, suits, liability, damages, loss, cost, attorney fees and expenses of whatever kind of nature which might result from or arise out of any action or failure to act of the applicant or any of his or her employees, including but not limited to claims or damage or loss of property, or from or out of any damage, loss, harm or injury to the person or any person or any property of the applicant.

Damage to Property:

The vendor is liable for any damage caused to standard booth equipment, or to other exhibitor's property. The designer may not mark, tack, make holes, apply paint, lacquer, adhesives or other coating to walls, ground or standard booth equipment.

Disability Provisions:

Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities (“ADA”) and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold CMI harmless from and against any and all claims and expenses, CMI attorney's fees and litigation expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against CMI its officers, directors, agents, or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

Amendment of Rules:

CMI reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by CMI.

Liability CMI will not be responsible for damage to, loss, or theft of property belonging to or injury to any exhibitor, his agent, employees, business invitees, visitors, or guests. Each designer is expected to carry his/her own appropriate insurance and to list CMI as additional insured.

Randolph Street Market March Spring Fling Show Application and Contract

Your Name _____

Business Name _____

Address _____ City _____ State _____ Zip _____

Email* _____

Telephone _____ Fax _____ Cell _____

***This must be provided**

Illinois Sales Tax or SS# _____

**Please provide a copy of your Resale Certificate if you have one - if none a show tax form will be provide)*

| Exhibit Space | March 20th and 21st, 2010 | Total |
|--|----------------------------------|--------------|
| 10x8 upstairs ballroom & first floor | 150.00 | \$ |
| 10x8 balcony | 75.00 | |
| | | \$ |
| Electricity – must be advance order | \$35 | \$ |
| Tables/Chairs - must be advance order | | |
| Tables – 4’ x 4’ | \$15/ea. | |
| Tables – 6’ x 30” | \$15/ea. table- # | \$ |
| Tables – 8’ x 30” | \$15/ea table # | |
| Folding Chair | \$10/ea. chair- # | \$ |
| PAYMENT TO RESERVE SPACE | Full Space Rental Due | \$ |

Would you like to be on the 'wait' list if you do not secure a space immediately and contacted within the week before if a space became available? *Please circle Yes No*

Do you have any preference about when you would like to Load In – Load-in & porters are available *Friday from 9AM-5PM*

I/We authorize City Markets, Inc., producers of the Modern Vintage Holiday Market, to reserve space on my/our behalf. I/We understand space will be assigned and at this point this is an application for acceptance. I/We understand that with the signing of this Contract when space is assigned then the Payment will be banked/credited. I/We understand there will be no refunds. I/We have read, understand and accept the outlined Contract Terms and Conditions (See other pages).

Signature _____ **Print Name** _____ **Date** _____

Check enclosed *Payable to City Markets, Inc.* **PAYMENT AMOUNT** _____

Credit Card # _____ **Exp** _____ **3-dig code on reverse** _____
 MasterCard *VISA* *Discover* *American Express*

I authorize City Markets, Inc. to charge the above deposit amount to my credit card.

Name on card _____ **Signature** _____ **Date** _____

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