



SAMPLE SALE/GOODS TO GO | LEASE AGREEMENT

NOVEMBER 7 - 9, 2008

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Is your merchandise currently represented in a permanent showroom at Dallas Market Center? Yes No

If yes, which showroom? Name _____ Room Number _____

Briefly describe your product (s): _____

RATES:

Booth Size	DMC Permanent & Temporary Exhibitors*	Non DMC Exhibitors
10 x 10	\$ 575.00	\$ 875.00
10 x 20	\$ 775.00	\$1075.00
10 x 30	\$ 975.00	\$1275.00
10 x 40	\$1175.00	\$1475.00
10 x 50	\$1375.00	\$1675.00
10 x 60	\$1575.00	\$1875.00
10 x 70	\$1775.00	\$2075.00

*Temporary exhibitors must have participated in a 2008 market to qualify for this rate.

Sample Sale
2100 Stemmons Fwy., MS 410
Dallas, TX 75207

Carla Franklin 214-749-5434
Mindy Lowack 214-655-6203

Fax 214-655-6105

OTHER:

4 x 4 Dressing Room - \$80.00
Payment for dressing room must accompany application.

BOOTH EQUIPMENT: (per 100 square feet)

- Booth includes:
- One (1) 6' skirted table
 - Two (2) chairs
 - One (1) Booth identification sign
 - One (1) wastebasket
 - Pipe & drape
 - Three (3) name badges
 - Two (2) complimentary tickets per lease agreement

SIZE OF EXHIBIT SPACE:

Square footage requested: _____ Total Space Fee: _____

PAYMENT INFORMATION:

The entire booth fee MUST accompany this application/lease agreement to reserve space. Please note: Lease Agreements received without full payment will not be assigned a booth(s).

Check MasterCard VISA American Express

Credit Card Number: _____ Expiration Date: _____

Card Holder Name: _____ Amount: _____

Card Holder's Signature: _____ Date: _____

Exhibitor acknowledges by their signature they have read the terms and conditions and agrees to abide by same and that Dallas Market Center may rely on all information contained herein.

Applicant Signature

DMC Signature

Date

Date

Return the Lease Agreement and product description, with **FULL** booth payment (payable to DMC) to:
Sample Sale/Goods to Go | 2100 Stemmons Feeway, MS 410 | Dallas, TX 75207

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 of cancellation of this Agreement, Rent will not be refunded or transferred to another Market for any reason. Cancellation fees will be imposed uniformly and will apply whether or not the space is resold or if Exhibitor does not show in any Market specified herein for any reason.
2. If a 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 Dallas Market Center Operating, L.P. (DMC), as "Landlord". The term of this Lease Agreement shall be during the applicable Market dates as specified herein.
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.
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. Landlord reserves the right in its sole discretion to expel an assignee or sublessee from the applicable Market without notice.
7. **Exhibitor agrees to indemnify and hold harmless Dallas Market Center Operating, L.P., Market Center Management Company, Ltd., IFDC Property Company, Ltd., IFDC Operating Company, L.P., WTC-Trade Mart, L.P., AM Campus, 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 Dallas Market Center Operating, L.P., Market Center Management Company, Ltd., IFDC Property Company, Ltd., IFDC Operating Company, L.P., WTC-Trade Mart, L.P., AM Campus, L.P., its partners, affiliated companies, their officers, directors, shareholders, employees and agents. Exhibitor liability includes but is not limited to personal injury caused by water spills or display breakdowns, property damage to other exhibitors' (either other temporary exhibitors or permanent exhibitors of Landlord) 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. Exhibitor shall provide a certificate of insurance to Landlord evidencing the required coverage prior to Exhibitor's set up before market. 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.
8. Exhibits must remain completely intact and the Leased Premises staffed during all scheduled Market hours. Exhibitors arriving late and/or leaving early are subject to expulsion, fine or to cancellation of contracts for any future markets.
9. 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.
10. 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.
11. 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.
12. This 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, Tenant, 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
13. 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.
14. No birds or other animals shall be brought into or kept in, on or about the premises or any tenant's premises (except for seeing eye dogs).