

**The Florence Center  
Invites you to join us for the**



**Florence, South Carolina**

At the intersection of  
I-95 and I-20  
Florence, SC  
Sponsored by



Show Dates  
November 15-18, 2018  
[www.jinglebellmarket.com](http://www.jinglebellmarket.com)

*Move in DATES*  
*November 14-15, 2018*  
*VIP Preview Party*  
*Thursday, November 15<sup>th</sup>*  
*6-9PM*  
*843-679-9417*

[manager@jinglebellmarket.com](mailto:manager@jinglebellmarket.com)

# Greetings Exhibitors

The Florence Center thanks you for your interest in participating in the Jingle Bell Market scheduled for **November 15-18, 2018**. The Florence Center is located at the heart of the junctions of interstates 95 and 20. Florence is a contemporary, southern belle of a city offering the amenities of a sophisticated metropolitan area. There are more than 1700 quality hotel rooms within walking distance of the Florence Center. Also, there is unique shopping and a variety of fine restaurants, all served up with a relaxed, easy-going style in close proximity. Please visit our website for more information on exhibitor travel discounts.

***We offer ways to save you time and money!*** Take advantage of the vendor referral program and earn discounts on your booth fees by recruiting your fellow artisans and crafters. Also, find out about the multiyear contact discounts. All details are on our website.

Our Event Marketing Campaign encompasses powerful and creative marketing strategies utilizing Social Media, Print, Radio and TV with an extensive campaign for prize giveaways. When you submit your contract, submit your logo and product photography to us to design a **FREE** ad post for your company. By promoting your company thru social media channels, you will receive thousands of impressions from the exposure which converts into dollars **\$\$\$\$\$\$\$\$\$**.

The show will be filled with many different areas of interest.... **Artisans Alley** showcases many artists with beautiful one of a kind artwork as well as **Christmas Craft Cove**; these sections are for **HANDMADE crafts only**. Other sections of the show are **Jingle Belle Junction** and **Fa La La Farmers Market** which features gift, retail, and gourmet food establishments. There will also be choices of food concessions from the **Christmas Café and Kringle's Korner**. And last but not least the **Grinch's Grotto**. The Grotto is the guys gathering place to watch a ballgame on our supersize TV or just sit back and enjoy a leisurely lunch and libations while the girls shop. Lots of food, fun and folks that like to shop!! There is something for everyone!!

## Why exhibit with us...

- **Free** multi-media coverage- Social media, billboards, newspaper, radio and TV
- **Free** Extensive advertising and digital marketing campaign
- **Free** exhibitor ad created for you to market your company on all social media sites
- **Free** listing on Jingle Bell Market website with a link to your company website
- **Free** listing in Jingle Bell Market Show directory
- **Free** Parking daily
- **Free** exhibitor trailer parking with 24-hour security
- **Free** High Speed WIFI
- Easy accessible location at the junction of interstates I-95 and I-20
- Easy Exhibitor load in and load out
- Exhibitor multi-year contract discount
- Exhibitor Finder Fee (Booth Bucks) awards
- Exhibitor travel discount rates-hotels, restaurants, and RV parks

***There are endless possibilities, please join us for the Jingle Bell Market November 15-18, 2018.***

FLORENCE CENTER  
3300 WEST RADIO DRIVE  
FLORENCE, SC 29501  
**843-679-9417 PHONE      843-679-9429 FAX**  
[manager@jinglebellmarket.com](mailto:manager@jinglebellmarket.com)

**DATES & HOURS OF THE SHOW**

<b>Wednesday, November 14th</b>	<b>8-6 PM Move In</b>	<b>Friday, November 16th</b>	<b>9-6 PM</b>
<b>Thursday, November 15th</b>	<b>8-4 PM Move In</b>	<b>Saturday, November 17th</b>	<b>9-6 PM</b>
<b>Thursday-Preview Party</b>	<b>6-9 PM</b>	<b>Sunday, November 18th</b>	<b>10-4 PM</b>

**EXHIBITOR INFORMATION**

- Exhibitors are required to be in their booths at least **30 minutes** prior to the scheduled opening each day.
- Exhibitors are allowed entrance to the building to work in their booths as early as one hour prior to the opening of the Show each day.
- Exhibitors must display their Exhibitor ID wrist bands upon entering the building.
- ***Exhibitors are encouraged to bring any necessary transport equipment for move in and move out.***
- ***Show Management cannot guarantee that carts will be on-site or available for Exhibitor use.***
  - Exhibitors must move out during the following schedule-**Sunday, November 18th, 2018 at 4PM.**
  - **No breakdown of booths is allowed before that time.**
- Any Exhibitor requiring labor for install or dismantle must contact the Events Manager.

**VIP SHOPPING EVENT**

All booths must be set up **by 4PM Thursday** since there will be a VIP Preview Shopping Event hosted by the sponsors and show management. Exhibitors will be in their booths during the event to promote the company and sell product to the VIP guests.

In the event an Exhibitor has not begun set-up by 12noon Thursday, Show Management reserves the right to reclaim booth space without recourse unless Exhibitor, has notified Show Management of travel delay or no show.

**GENERAL ADMISSION**

<b>Adults</b>	<b>\$8</b>
<b>Children under 12</b>	<b>FREE</b>
<b>VIP Preview Party</b>	<b>\$30</b>

Discount Coupons promotions and Group Sales Rates will be available. Prepaid tickets can be picked up at WILL CALL.

**BOOTH SPACE, PAYMENTS & CONTRACTS**

Booth spaces for the 2018 Show are assigned to Exhibitors on the basis of product type and application date.

All payments for booth space are non-refundable. Cancellations must be submitted to Show Management in writing. In the event of a cancellation, Show Management, in its sole discretion, may elect to transfer an Exhibitor's booth space payment as a deposit for the 2019 show.

- All Exhibitors are required to submit a **50% deposit** with a completed application.
- The remaining **50%** of the booth rental fee is due no later than **September 15, 2018.**
- The full booth fee is required with the application if you are applying after **September 15, 2018, no discount applied.**
- Multi-year discounts are available, request this from the show sales manager

**EXHIBITOR FINDER'S FEE AWARD (Booth Bucks)**

- Exhibitor Finder's Fee awards are available. Recruit new exhibitors and earn \$25 dollars towards your booth fees. Upon paid receipt of their contract, you will be credited \$25 towards your balance for current show. If you have already paid in full, you will receive a check for \$25 after the show has commenced.

### HOTELS & RV PARKS/Restaurants

We have special rates within our Hospitality District for hotel, restaurants and RV Parks. Please visit our website for more information to contact them directly. We will also have at time of check in discount coupons from hospitality district restaurants.

### RETAIL LICENSE

- Exhibitor is solely responsible for obtaining all required South Carolina retail licenses to conduct business in the state. The SCDOR will be accessible during the show occupying booth space at the show. South Carolina retail license information can be found within the Sales and Use Section at [www.sctax.org](http://www.sctax.org).
- Show Management has acquired the necessary business license from the City of Florence for each Exhibitor booth. Exhibitors do not need to acquire a separate business license; the cost of this license is included in the booth rental fee.

### CATEGORY LIMITATIONS

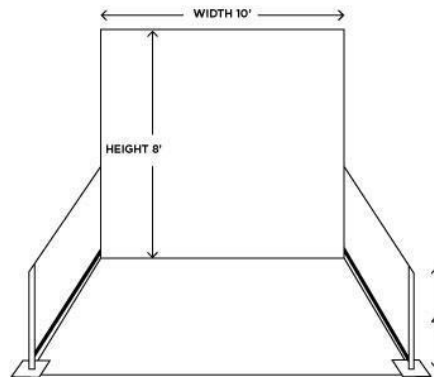
Show Management must limit the number of vendors in merchandise categories. This will be first come first serve and this number will be based on applications received. The Show welcomes commercial as well as handcrafted products however we do offer a reduced rate for the handcrafted artist exhibitors in the **Artisans Alley and Christmas Craft Cove**. Our definition of handcrafted is product made by yourself, the artist. In order to qualify for this category, you must submit photos of your product and you making the product. Also, we ask that you include Juried tradeshow that you have been an exhibitor. Imported items do not apply for this opportunity. **HANDMADE PRODUCT ONLY IN ARTISANS ALLEY & CHRISTMAS CRAFT COVE, NO EXCEPTIONS.**

### EXHIBITOR BADGES & PARKING PASSES

Show Management will provide a maximum of **four (4) identification** bands per contracted Exhibitor for booth personnel. Additional badges \$5. Exhibitor Badges and Parking Passes will be in your Exhibitor Packet. You will receive your Exhibitor Packet when you check in for move in day. Exhibitor packets are not mailed.

### BOOTH FURNITURE & ACCESSORIES

**Each Exhibitor booth includes an 8-foot-high back drape, two 3-foot-high draped side rails, one 8' table and one chair at no additional expense.** Additional tables and chairs are available for rent from the show decorator. Forms are located on the website and they will have a table at the exhibitor check in office. Plan early and save money. No plastic table covers, fabric only. Show Management also provides a booth id sign, stating the exhibit name and booth number, to be hung on the back-drape pipe.



### BOOTH GUIDELINES

Exhibitors are allowed to build their booth to the maximum height of 8 feet on the rear wall and 4 feet on the side walls. If your display includes a sign attached to the back wall, you must get approval from show management and the following rules apply. No tents or canopies, only frames will be accepted.

### DEMONSTRATIONS AND HANDOUTS

Exhibitors demonstrating products and/or distributing marketing materials, product samples or souvenirs are not permitted to do so outside the confines of their rented exhibit area. Working in the aisle is strictly prohibited and will be enforced by show management.

### EXHIBITOR PROPERTY INSURANCE

Show Management carries no insurance on Exhibitor's property and will not be liable for any loss or damage to Exhibitor property.

## **PARKING INFORMATION**

### **EXHIBITOR STORAGE TRAILER PARKING FREE-24-hour Security**

Exhibitors may request to park storage trailers in our Exhibitor lot. This is done on a first-come, first-served basis. Please note that you may not leave a car, truck or any other vehicle attached to your storage trailer.

Due to Fire Marshal regulations, your storage trailer must remain unlocked at all times, and no combustible materials can be placed inside of the trailer. Per FC regulations, you must tape your copy of the Storage Trailer Parking Permit to your trailer, in an area that can be easily seen.

### **HANDICAPPED PARKING**

A limited number of parking spaces will be available for handicapped individuals who are in a wheelchair, a scooter, or use oxygen. You may apply for one of these parking spaces using the form found in our 'FORMS' section of the website. This is done on a first-come, first-served basis until the spaces have been filled. You must apply in advance of the Show and furnish a copy of your State issued handicapped parking permit with the application for Show Management records.

## **FOOD EXHIBITOR REQUIREMENTS**

All food and beverage sales and sampling requests must be made in writing. A Food & Beverage Application Form is on the website in the "Exhibitor Forms" area, and is required to be submitted by any Exhibitor sampling products or selling food/beverage items. All food items must be packaged, wrapped and sold for off-site consumption. Food products should be produced in an inspected facility.

Please read the SC Department of Health & Environmental Control information sheet provided on the website for additional regulations. Exhibitors with questions regarding DHEC regulations are directed to contact: SCDHEC 803-898-3432

### **ANIMAL FEED**

Any vendor selling animal feed (including dog or cat treats) must furnish to Show Management a copy of their Feed Certificate of Registration, provided by the state Department of Agriculture. Information and registration forms can be found online at <http://agriculture.sc.gov>.

## **FIRE AND SAFETY REGULATIONS**

No flammable liquid, substance or material shall be brought on the premises. Personnel should not use, or allow to be used, any candles or other open flame. All cloth used for decorative purposes, including table coverings, floor coverings and any other display material, must be fire-retardant. Table covers are to cover the top and side drop to the floor, please no visibility of underneath storage. Exhibitors shall not allow anything to be brought onto the premises or permit any act that will increase the fire hazard or endanger persons or property. Be aware that all displays will be inspected by the Fire Marshal prior to opening.

No smoke-laden vapors (e.g. burning incense) are permitted. Items being sold, such as potpourri, which may produce odors that extend beyond the Exhibitor's booth area must be brought into the building pre-packaged. Open containers, etc. of such items are not permitted.

Electrical extension cords and/or power strips must be U/L Listed and in proper working condition (e.g., no exposed wire, missing insulation, cracked housings, etc.). Extension cords cannot be plugged into an outlet of a power strip. Extension cords and power strips must be grounded (i.e., plug has 3 wires). All plugs/wire cords to appliances must be original to the equipment and unmodified.

### **ELECTRICAL/TELEPHONE SERVICE**

Electrical, dedicated internet and telephone service is available for an additional charge. These forms are available online at our website.

### **CENTER REGULATIONS**

- No helium-filled balloons permitted on the premises.
- No adhesive backed stickers may be used or distributed.
- The Florence Center is a smoke-free environment. Absolutely no smoking is allowed anywhere in the building.
- No food or beverage may be brought into the building for on-site consumption.
- The continuous playing of music by Exhibitors is prohibited.
- Any promotional signage must be confined to the rented booth space.
- No soliciting in the aisles is permitted. Exhibitors must remain within their booth space.
- No exotic animals will be allowed in your booth. Only cats and dogs will be allowed inside the center. Certain restrictions will apply.
- No tent tops are permitted. You may use the tent frame only.

- Your booth must be manned during the entire show.
- No alcoholic beverages will be brought into the building.
- Any motor vehicle that is an integral part of a display or project that contains fuel must have less than 1/8<sup>th</sup> tank of fuel and its battery disconnected to remain in the building.
- All promotional literature or tapes must be preapproved by management BEFORE shown or given to the public.

The Exhibitor will be responsible for all damage to the floor, walls, or other parts of the Florence Center caused by the Exhibitor, its employees, agents or representatives and by all contractors, erectors, delivery persons, suppliers and persons furnishing services, deliveries, work or materials in behalf of the Exhibitor. Exhibitors shall promptly reimburse the Florence Center at all cost arising out of such damage.

### **HEALTH AND SAFETY**

As an exhibitor, you must ensure the health, safety and welfare of your employees, contractors and visitors as far as is reasonably practical throughout the Show. You should also check that any contractors, suppliers, agents, etc. that you may be using have a Health & Safety Policy, suitable to the exhibitor environment.

- Maintain emergency aisles through and to the center of the hall during move-in, show, and move-out.
- All materials must be flame resistant. This includes, but is not limited to, drapes, curtains, table coverings, etc.
- The building's fire extinguishers, fire hoses and sprinkler closets must be visible and accessible at all times even if they are located in your booth.
- Ensure portable electrical tools are used with the minimum length of trailing leads and that such equipment is not left unattended with a live power supply to it.
- Forklifts are not to be used by anyone other than fully trained operators.
- Chemicals and flammable liquids must be removed from the exhibition venue after use by the user or, in exceptional circumstances, brought to the attention of the venue cleaning department for safe and proper disposal. Such products must not be placed in general garbage bins.

### **SECURITY**

Show Management will employ reputable and competent guards for the course of the Show, but assumes no responsibility for loss or damage by any cause. Exhibitors are reminded this is an open booth show and the safeguarding of merchandise is the responsibility of the Exhibitors.

### **MANAGEMENT CONTROL**

Show Management reserves the right to prohibit entrance to the Florence Center and its premises and to remove from the Center and its premises any person or object which Show Management deems is not in the best interest of visitors to the show. Show Management further reserves the right to prohibit any activity or an Exhibitor which, in the sole judgement of Show Management, interferes with the enjoyment of visitors or work of other Exhibitors. Failure of an Exhibitor to comply with the rules, regulations and instructions of Show Management may result in the removal of the Exhibitor's booth from the premises during the Show. In the interpretation of the rules and regulations, Show Management shall be the sole arbitrator.

### **SHIPPING INFORMATION**

Shipments to the Florence Civic Center should be routed to 3300 West Radio Drive, Florence, SC 29501. Shipments should be delivered by between **November 13-15<sup>th</sup>** these are considered set up days, therefore, freight will not be received on the actual show days. Shipments must be marked to your attention with your booth number included on the bill of lading and shipping labels.

**Be sure all packages are clearly marked with the following:**

**Name of your Representative at the Show**

**Company Name and Booth #**

**C/O Jingle Bell Market/Florence Center**

**3300 West Radio Drive**

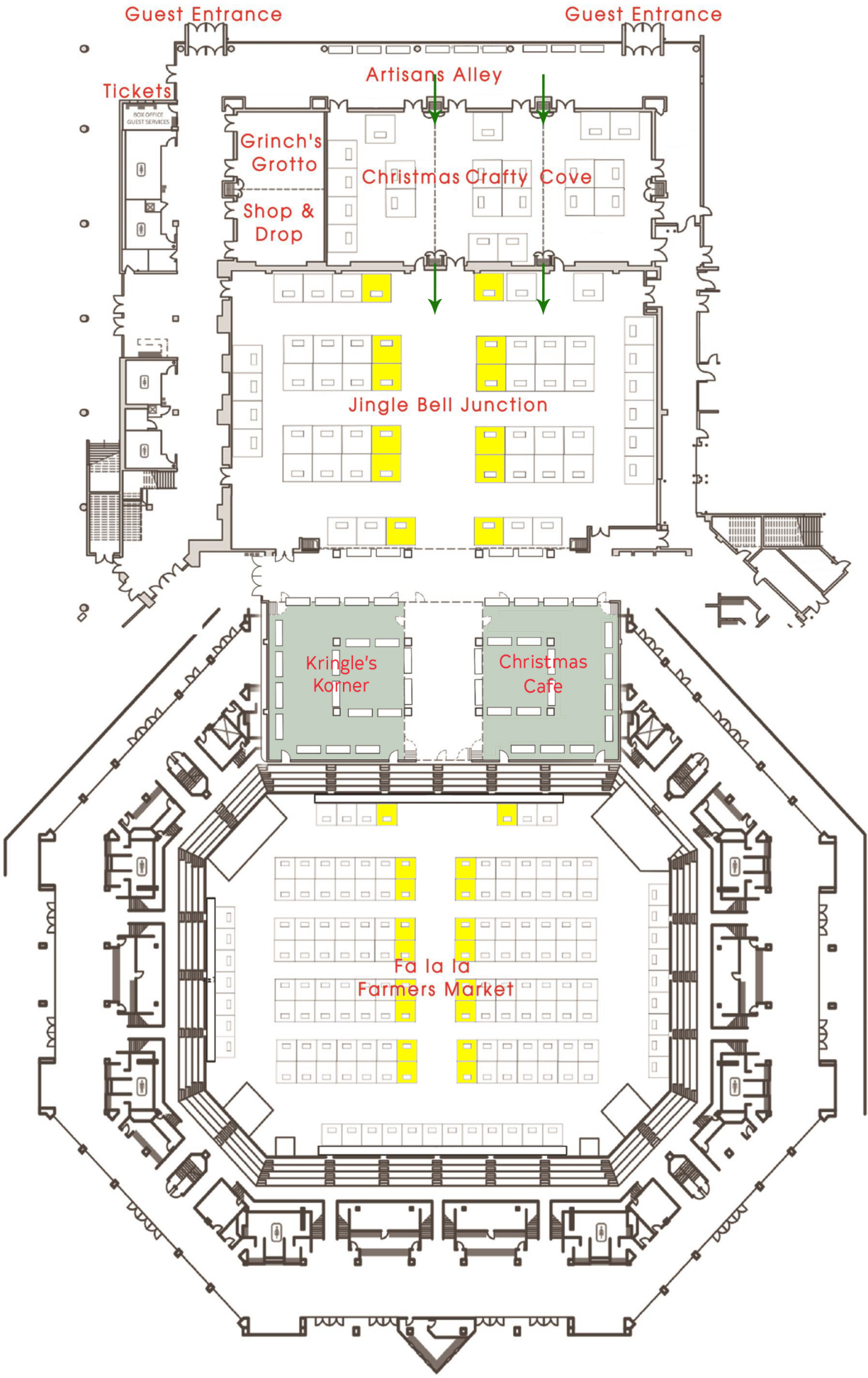
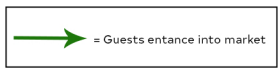
**Florence, SC 29501**

**Know your carrier and get the tracking number!**

**Send this information to our Logistics department.**

**manager@jinglebellmarket.com**





# JINGLE BELL MARKET EXHIBIT SPACE APPLICATION

## 2018 Event Dates & Hours

### Move In

Wednesday, Nov 15th Move in 8-6PM  
Thursday, Nov 16th Move in 8-4PM

### Show Times

Thursday, Nov 16th 6-9PM PREVIEW Party  
Friday, Nov 17th 9AM – 6PM  
Saturday, Nov 18th 9AM – 6PM  
Sunday, Nov 19th 10AM– 4PM

COMPANY \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ CELL \_\_\_\_\_

EMAIL \_\_\_\_\_ Accept TEXT? ☐ Y ☐ N

WEBSITE \_\_\_\_\_ SALES TAX# \_\_\_\_\_

### Please CIRCLE Your Merchandise Categories

APPAREL  
COOKWARE  
HOME DÉCOR  
LEATHER GOODS  
PET SUPPLIES  
BEAUTY/HEALTH  
FINE ARTS  
HANDMADE JEWELRY

COSTUME JEWELRY  
METAL WORKS/Garden  
QUILTING/Fabric  
BOOKS/PAPER/Music  
FLORAL/NATURALS  
MONOGRAM GIFTS  
WELLNESS PRODUCTS  
CERAMICS

FOOD (CONSUMER)  
KNITTING  
PHOTOGRAPHY  
FURNITURE/Wood Products  
SPORTING ACCESSORIES  
VINTAGE GOODS  
CONSUMER PRODUCTS  
OTHER \_\_\_\_\_

### (3) Product photos and company logo file, in digital JPEG format.

NOTE: ONLY HANDMADE PRODUCT IS ACCEPTABLE IN ARTISANS ALLEY AND CHRISTMAS CRAFTY COVE.

### NO EXCEPTIONS

10 X 10 BOOTH CONTAINS: (1) 8' TABLE + (2) CHAIRS+ 8' PIPE /DRAPE BACK WALL+ 36" HIGH DRAPE SIDES  
ELECTRICAL SERVICES IS NOT INCLUDED IN BOOTH PRICE

BOOTH LOCATION	BOOTH SIZE	EARLY BIRD PRICE	AFTER JUNE 1ST	QTY	TOTAL
<b>Artisans Alley and Christmas Craft Cove-HANDMADE ONLY-LIMITED AVAILABILITY</b>					
Artisans Alley	8' TABLE	\$200	\$250		
Christmas Craft Cove	10' X 10'	\$300	\$350		
<b>Jingle bell Junction AND FA LA LA Farmers Market-RETAIL-Gift, Arts, Crafts-COMMERCIAL ONLY</b>					
Jingle Bell Junction or Fa La La Farmers Market	10' X 10' INLINE	\$400	\$450		
Jingle Bell Junction or Fa La La Farmers Market	10' X 10' CORNER	\$500	\$550		
<b>UTILITY AND ELECTRICAL ADDITIONAL SERVICES**** ELECTRICAL IS NOT INCLUDED IN BOOTH PRICE</b>					
Additional table 8' un-skirted		\$10	\$20		
Additional table 8' skirted		\$20	\$30		
Utilities-V110		\$35	\$45		
Utilities V220		\$110	\$120		
Power Cord or Strip		\$10	\$20		
Hardwire Internet		\$250	\$275		





## **BOOTH BUCKS EXHIBITOR FINDER'S FEE AWARD**

If you are an approved exhibitor for the 2018 Jingle Bell Market, recruit your fellow crafters to exhibit at the 2018 Jingle Bell Market with you!

### ***Here's how it works.....***

1. Have the crafter you are recruiting (Recruit) to the show to complete the contract and Booth Bucks Form in this packet and submit together.
2. If their contract is accepted and paid in full, the Recruiter will receive the \$25 credit toward the 2019 show fees **or** receive a \$25 check after the 2018 show.

Company (Recruit)

Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Date of contract submission \_\_\_\_\_

### **Who recruited you???**

Please include the contact information for the exhibitors that referred you to the Jingle Bell Market.

Company (Recruiter)

Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Credit Card Authorization Form**  
**Jingle Bell Market**  
**November 15-18, 2018**  
**Fax# 843-679-9429**

I/We hereby apply for exhibit space in the Florence Center. If accepted, I/We acknowledge and will abide by the show terms and conditions listed on all pages of this contract, in addition to all FC Building Rules and Regulations.

Remittance Address: The Florence Center, ATTN: Rives Hogan,  
3300 West Radio Drive, Florence SC 29501

Please find my check enclosed \$ \_\_\_\_\_

**OR**

Charge to my credit card \$ \_\_\_\_\_

Number \_\_\_\_\_

EXP \_\_\_\_\_ CVV \_\_\_\_\_ BILLING ZIP \_\_\_\_\_

**\*\*By signing below, I authorize Florence Center to process all payments on this credit card. All payments will be charged based on the published payment schedule.**

**Please note: 50% of balance is due with submission of this contract and balance is due September 15, 2018.**

**SIGNATURE** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**DATE** \_\_\_\_\_

# Jingle Bell Market Exhibitor Covenants

a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by The Florence Center ("FC"), including rules and regulations set forth in the Exhibitor Manual.

c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between FC and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.

d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies FC that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of FC is obtained.

f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights that is the subject of any third-party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of FC. The Exhibitor agrees to indemnify and save harmless FC and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law. g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

## 2. FLORENCE CENTER RIGHTS

a) FC reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits, Exhibitors or promotional activities that FC considers objectionable, inappropriate, disruptive or dangerous to FC, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to FC. b) FC shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

## 3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of FC, which permission may be withheld in FC's sole discretion.

## 4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless FC and the facility, their Respective officers, directors, agents, representatives and employees, against all claims, Losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) any breach of or default under the terms or conditions of this agreement, (ii) its occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) personal injuries, death, property damages or any other damage sustained by the Exhibitor, FC, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law, or (v) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents.

## 5. LIABILITY AND INSURANCE

a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to FC for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name FC as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of FC, the Exhibitor shall provide FCC with a copy of such policy.

b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against FC, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

c) Neither FC nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

## **6. FORCE MAJEURE**

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) FC is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of FC, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, FC will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

## **7. BOOTH DISPLAY**

a) All exhibits require floor covering that's professional-looking and clean. YOUR FLOOR COVERING MUST BE CORNER TO CORNER COVERING YOUR ENTIRE BOOTH FLOOR! NO PARTIAL FLOOR COVERINGS ARE PERMITTED. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual.

- Linear booth displays provide 8' back drape and 3' side drapes. Linear booth displays must be no more than 8' high across the back (including signage).
- Signs must be one-sided, and not face into another exhibitor's booth.
- No hand-written signs are allowed – use professional signs only.
- No tents without consent of Show Management
- Tables must be professionally skirted (no plastic) with floor-length skirting on all four sides. Any and all stored items, ranging from inventory to personal effects, must be stored COMPLETELY OUT OF SIGHT.

b) The Exhibitor agrees that no display will be dismantled, or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. THIS MEANS THAT YOU CANNOT MOVE OUT PRIOR TO THE SHOW CLOSING ON THE FINAL DAY. MOVE OUT ONLY DURING TO DESIGNATED MOVE OUT HOURS IS STRICTLY ENFORCED. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by FC. c) The Exhibitor understands and agrees exhibit space is required to be staffed during entire show hours.

## **8. CANCELLATION AND TERMINATION**

a) The exhibitor shall have the right to cancel this license agreement or downsize space by notice in writing to be delivered to FC. All deposits/payments received by FC up to the date of notice of cancellation or downsize are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (i) fails to make payments in accordance with the payment schedule setout herein or (ii) fails to appear at the show; FC reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. FC will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, FC has the right to (i)re-rent said space and (ii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from FC. b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to FC shall be deemed earned by FC and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, FC shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as FC deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.

c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling FC to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to FC to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

## **9. MISCELLANEOUS**

a) Waiver by FC of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.

b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.

c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

d) If a show guide is produced for the show, FC is not responsible for any errors or omissions in the show guide.

**Initial**

# Hold Harmless Agreement

Jingle Bell Market-Florence Center

November 15-18, 2018

HOLD HARMLESS AGREEMENT: I have read all rules carefully and agree to abide by them. I \_\_\_\_\_, of

\_\_\_\_\_  
agree to hold harmless the Florence Center and the Jingle Bell Market and its affiliates, associates, tenants, and committee members thereof, from any claim including, but not limited to injury to person, damage to property, loss by fire theft or any other cause, nor will I/we be a party to any law suit. This is a legal and binding hold harmless agreement.

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

**Title**\_\_\_\_\_

**Company  
Name**\_\_\_\_\_

**Date Received:** \_\_\_\_\_

# Checklist to Return

**All forms must be completed for processing**

- 1. Booth Contract**
- 2. Credit Card Authorization form or Company Check**
- 3. Jingle Bell Market Covenants (Initial)**
- 4. Hold Harmless Agreement**
- 5. Booth Bucks (If you were recruited by an existing exhibitor)**

# Questions ??

**Email us**

**[manager@jinglebellmarket.com](mailto:manager@jinglebellmarket.com)**

**Call Us**

**Phone 843-679-9417**

**Fax Us**

**Fax 843-679-9429**