

DENVER Apparel & Accessory Market

August 24-26, 2018 (deadline for directory: June 8th)

**Contracts returned by the deadline date will be listed in show promotions.*

EXPO CONTRACT AUG18

MOVE IN:	Wednesday-Thursday	AUG 22-23	8 am—7 pm
SHOW TIMES:	Friday-Saturday	AUG 24-25	9 am—6 pm
	Sunday	AUG 26	9 am—3 pm
MOVE OUT:	Sunday	AUG 26	3 pm—9 pm

Company Name: _____

(as you would like it listed in show promotions and signage—please print)

Company Address: _____

City, State, Zip Code: _____ **Company Phone:** _____

Company Email: _____ **Website:** _____

Contact Name: _____ **Title:** _____

Contact Phone: _____ **Contact Email:** _____

BOOTH PRICING

NEW EXHIBITOR DISCOUNT: New exhibitors receive a \$300 discount (EXPO II & EXPO III only)

ADDITIONAL BOOTHS: (\$450) Less

EXPO K AISLE-SHOWROOM

12' x 20' = 240 sq. ft.

Apparel Exhibitor Special Pricing

TOTAL COST: ~~\$1,980~~ *\$980

BOOTH-EXPO II (Order Taking)

10' x 10'6" = 105 sq. ft.

TOTAL COST: \$1,770

Corner Booth add \$150

CASH & CARRY-EXPO III

10' X 10'6" = 105 sq. ft.

TOTAL COST: \$1,560

Corner Booth add \$150

DEPOSIT: \$800 per booth due upon signing. BALANCE: Due 4 weeks prior to show date.

PLEASE SEE ATTACHED PAYMENT AUTHORIZATION FORM. PAYMENT (IN U.S. FUNDS) MUST ACCOMPANY CONTRACT.

CANCELLATION POLICY: Cancellations 30 days prior to each show will be refunded for rents paid.

Cancellations within 30 days of the show will forfeit all rents paid.

I agree to abide by all market rules and regulations established by the Apparel Market Council. I have read and agree to all policies, terms and conditions listed in this contract packet.

Signature _____ **Date** _____

You must be an authorized representative of the merchandise you offer for sale.

ACCEPTANCE: (FOR DENVER MART USE ONLY) The Denver Mart accepts your reservation for the Denver Apparel and Accessory Market and assigns you to Room/Booth _____ with rent, fees and dues totaling \$ _____. Upon execution by the Denver Mart and timely receipt of all monies due, this Reservation and Acceptance constitutes a Contract between the Denver Mart and the named Exhibitor for the fees and space, the total price of which is indicated in this Acceptance, subject to the provisions of the market and subject to final payment being received by 4 weeks prior to show date.

DATE: _____ **AMOUNT \$** _____ **AUTHORIZATION:** _____

DATE: _____ **AMOUNT \$** _____ **AUTHORIZATION:** _____

PAYMENT RECEIVED by _____ **BALANCE DUE \$** _____

OFFICE USE ONLY

Booth Assigned

EXHIBITOR & COMPANY BACKGROUND The Denver Mart qualifies all retailers and buyers to ensure that we target the right audience for our exhibitors. We also qualify all exhibitors to ensure our buyers are exposed to companies that we feel are ready for their business. Denver Apparel & Accessory Markets are order taking shows and exhibitors that pre-book appointments are most successful.

How many years has the company been in business? _____

Are you a new business without contacts or accounts at this time? YES NO Other: _____

Where is the company's product manufactured? _____

What other trade shows do you participate in as a vendor? _____

PAYMENT AUTHORIZATION Please provide the required information based upon your method of payment:

I (we) _____ the card holder, hereby authorize the Denver Mart to charge my (our) credit card or debit my (our) bank account, as indicated below:

\$ _____ Booth Space: (10' x _____')
\$ _____ Corner Space \$150 (per corner)
\$ _____ Ad in the Show Directory and/or On-Site Signage
\$ _____ Product Display
\$ _____ **Total Amount**

___ **Pay the full amount owed**

___ **(\$ 800) as a deposit.** The remaining balance to be charged, on this card, 4 weeks prior to the show.

Company Name _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

AUTHORIZATION: By submitting this form you authorize the Denver Mart to charge or debit to the above indicated account for services provided. I certify that I am the legal credit card holder or bank account holder, and that I will not dispute the payment with my credit card company or bank provided the transactions correspond to the terms indicated in this authorization form. This authorization is to remain in full force and effect until the Denver Mart has received written notification from me (or either of us) of its termination in such time and such manner as to afford the Denver Mart a reasonable opportunity to act on it. I acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of the United States Law.

AUTHORIZED SIGNATURE _____ **DATE** _____

Ordered by (Please print Name and Title) _____

RECURRING BILLING AND SERVICE CHARGES

I hereby authorize Denver Mart to debit or charge any balances to the above indicated account in the future for an amount due under my contract.

Please initial here: _____

CREDIT CARD PAYMENT

Please fill out this entire form.

eFax this form to: 720.468.4116

CHECK OR MONEY ORDER

Payable to: **DENVER MART**

Denver Mart / Apparel Show Director
451 East 58th Avenue, Suite 2490
Denver, CO 80216-8470

CREDIT/ DEBIT CARD Information

___ Visa ___ MasterCard ___ American Express

Cardholders Name _____

Credit Card No. _____

Expiration Date _____

CVV (3 digit number on the back of card) _____

CID (4 digit number on the front of Amex) _____



POLICIES, TERMS AND CONDITIONS GOVERNING EXHIBITOR'S ACTIVITY

- 1. ELIGIBILITY:** Participation as an Exhibitor in the Denver Apparel & Accessory Market (the "Show") is limited to those selling wholesale products who display and solicit orders for their products in good taste and whose conduct of business in their assigned space adds to the professional atmosphere of the Show. The Denver Mart reserves the exclusive right to determine the eligibility of any Exhibitor for inclusion in the Show, before or after the proper execution of this Contract and before, during or after the Show itself. If Exhibitor or an employee or representative of Exhibitor is a current or former tenant of the Denver Mart, as a precondition to participate in the Show all accounts must be current and Exhibitor must be in good standings with the Denver Mart.
- 2. GENERAL:** The Denver Mart shall have the full power in the interpretation and enforcement of all rules and regulations governing Exhibitors. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of the Denver Mart. The names "Denver Mart" and "Denver Apparel & Accessory Market" are the property of the Denver Mart and, except for appropriate publicizing of this Show, may not be used without advance written consent of the Denver Mart.
- 3. COMPLIANCE:** Exhibitor understands and agrees that the question of Exhibitor eligibility and compliance with this Contract may arise or be identified before or during the Show (including move-in or move-out). The Denver Mart reserves the right to take such action during Show move-in, move-out and the Show itself as in its sole discretion deems necessary to assure compliance with the provisions of this contract, maintain the professional atmosphere of the Show and to bring violations of this Contract to an immediate end including, if necessary, barring or expelling of the Exhibitor and/or any of Exhibitor's personnel from the Show. Should Exhibitor not promptly and peaceably comply with the Denver Mart's determinations in this regard, Exhibitor understands and agrees that the Denver Mart may invoke the assistance of proper law enforcement authorities and may, at the expense of Exhibitor, seek and obtain judicial assistance to enforce this provision.
- 4. SPACE ASSIGNMENT:** Space assignment applies to this Show only and does not imply that similar space will be assigned for future Shows. Space assignments are solely at The Denver Mart's discretion and are subject to change at any time. After assignment is made, space location may not be changed, transferred or canceled by Exhibitor except by written request and with the subsequent approval of The Denver Mart. The Denver Mart reserves the right to add, alter or delete from the Show's floor plan at any time in its sole discretion. The Denver Mart also reserves the right to relocate the location of the exhibitors or booths as shown on the official floor plan if deemed that the alterations are necessary to maintain the character and/or good order of the show.
- 5. PAYMENTS, DEADLINES AND LATE FEES:** Exhibit space will be canceled if all rent and fees (space rental, show fees and ad charges) are not paid two weeks prior to the show. Checks should be payable to the Denver Mart. All checks received will be deposited immediately and does not constitute acceptance of space. A check that is returned for non-sufficient funds, or any other reasons, is grounds for immediate cancellation of Exhibitor space reservation. A \$30 fee will be assessed to all returned checks. No postdated checks accepted. No personal or business checks will be accepted within two weeks of the show. Cashier's check, ACH, money order or credit cards will be the only form of payment accepted at that time.
- 6. REFUND FOR CANCELLATIONS:** If an Exhibitor must cancel, a written notice of cancellation must be received by the Denver Mart. Cancellations 30 days prior to a show will be refunded for booth rents and fees paid. Cancellations within 30 days of a show will forfeit all rents and fees paid. The Denver Mart may cancel this contract without refund to Exhibitor, and may re-assign any exhibit space previously assigned to Exhibitor, upon failure of Exhibitor 1) to make payment required hereby, 2) to abide by these rules and regulations as provided herein or, 3) to claim its assigned exhibit space prior to the opening of the show. If the show or any part thereof is prevented from being held, is canceled by The Denver Mart or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government, regulations, public catastrophe, act of God, the public enemy or other cause, The Denver Mart shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fee received, if any which remains after deducting expenses incurred by the Denver Mart and reasonable compensation to the Denver Mart, but in no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid. The Denver Mart reserves the right to change its show dates and venue.
- 7. SHOW DIRECTORY:** The Show Directory and Show Supplement are a listing of Exhibitor name, space number(s), address, phone/fax numbers, product lines being shown and classification categories. Although, strict precautions are taken when proofreading, The Denver Mart is not liable for any errors or omissions in exhibitor name, space number(s), address, phone/fax numbers or product line listings. Exhibitors whose contracts arrive after the deadline date will be listed in the Show supplement up to one week before the show.
- 8. SELLING RESTRICTIONS:** All business activities and sales efforts and demonstrations must be confined to the exhibit space assigned to the Exhibitor. Advertising or sales materials may not be distributed in other areas of the Show. All displays and conduct of Exhibitors, their representatives and buyers must be lawful, professional, and in good taste. The judgment of the Denver Mart shall be final in this regard. Audio-visual and other sound equipment is permitted only in the exhibit space and in such intensity as it does not interfere with the activities of neighboring Exhibitors. Photography, filming, or use of such related equipment is prohibited without prior approval by Show Management. No Exhibitor is to enter another Exhibitor's space unless he/she has been specifically invited by that Exhibitor. Exhibitors are prohibited from conducting drawings, raffles, lotteries, etc., or distributing prizes and awards.
- 9. ASSIGNMENT, SUBLETTING, SUB-LICENSING OF SPACE IS PROHIBITED:** Exhibitor MAY NOT assign any interest in this Contract or assign, sublet or sub-license any Show space allotted to it herein. Any attempt to do so will constitute default by the Exhibitor. Exhibitor may only offer for sale merchandise for which Exhibitor is the bona fide representative. Substantiation of representation is the responsibility of the Exhibitor.
- 10. ONE OF A KIND, CASH AND CARRY AND SAMPLE SALES:** To preserve the wholesale integrity of the Show, all merchandise will be sold by order only except for pre-approved "one-of-a-kind" items. Individual sample sales will not be allowed during the Show. Any Exhibitor violating this rule will be subject to forfeiting its right to exhibit in future Shows. EXCEPTION: If a retail store wishes to purchase the entire line of samples or a substantial quantity of samples from an exhibitor, notice must be given to the Exhibit Manager in advance for approval of delivery, pick-up (during move-out only), or shipping of the samples to the retail store.
- 11. BADGES AND REGISTRATION:** Exhibitor badges will be issued to all exhibitors' personnel and must be ordered in advance with this Contract. Exhibitor badges are personal and non-transferable. **Badges must be worn at all times while in the exhibit area.** Guests of Exhibitors are discouraged. A list of buyers who registered at the Show will be compiled and a copy may be ordered by Exhibitor. The first copy is free. Additional copies are available for \$25 each.
- 12. SECURITY/LIABILITY:** The Denver Mart will provide reasonable security service for the Show from the beginning of move-in to the end of move-out but cannot assure that any Exhibitor will not sustain loss, disappearance or damage to its property or illness or injury of its personnel. The Denver Mart does not and will not be expected to inventory items that Exhibitor brings to the Show. Thus, the Denver Mart can have no accurate determination of what items or what values are represented in the inventory Exhibitor brings to the Show and, accordingly, cannot and will not be expected to insure Exhibitor against loss of or damage to its property. Recognizing the foregoing, the Denver Mart and Exhibitor understand and agree that the entire risk of loss, damage or other liability with respect to property owned or otherwise brought to the Show by Exhibitor, its agents or employees, regardless of where such property may be, and injury or illness of the person or Exhibitor, its agents or employees, shall lie with the Exhibitor and not with the Denver Mart, whether such loss, damage or other claim of liability may be occasioned by theft, damage, destruction (through negligence or otherwise) or unexplained disappearance. Nothing in this paragraph shall limit the liability of any individual who is personally guilty of theft or willful and deliberate destruction or damage of the property of Exhibitor or injury to Exhibitor, its agents or employees. Exhibitor and the Denver Mart recognize and acknowledge that a need exists for Exhibitor to exercise proper precautions to discourage injury, loss or damage and to carry its own insurance covering loss, fire, theft, damage or injury. Such insurance shall be specifically subject to the provisions of this Contract. In the event of a claim arising against exhibitor and/or the Denver Mart out of the Exhibitor's participation in the show, Exhibitor shall, at its expense, protect, defend and hold the Denver Mart harmless. The Denver Mart shall not be held liable for any loss or damage arising from interruption or malfunction of heating, plumbing, ventilating, air conditioning, elevator, escalator, lighting or personnel-provided services unless such a failure is due to the Denver Mart's gross negligence or intentional misconduct. The Denver Mart shall not be held liable for loss or injury arising from any act or neglect of other Show participants or occupants of the Denver Mart complex. The Denver Mart, as used herein, includes the employees, agents, premises owners, and mortgagees of the Denver Mart.
- 13. CARE OF SPACE:** Absolutely NOTHING is to be attached to the building walls or ceilings. Driving nails, tacks, staples or the use of tape on the buildings walls will NOT be permitted. Displays must be free standing and not exceed 8' height limit in booths and 7'10" in Expo rooms. If a room is damaged during the Show, charges will be made and are the responsibility of the Exhibitor occupying the room.
- 14. SET UP/TEAR DOWN:** All exhibits must be completely set-up and ready for opening in accordance with the official show hours specified in the Show Information and Policies packet. Any temporary exhibitor not checked in by 4:00 p.m. the day before a show automatically forfeits space and all payments made. All exhibits must remain intact until the end of the show and may not be dismantled or removed prior. Any Exhibitor that dismantles or moves out before the official closing time will be fined a \$500 fee and future participation is prohibited until the fee is paid. All exhibit space must be staffed in accordance with the show hours specified in the Show Information and Policies packet in the Expo Building and Denver Mart.
- 15. ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties hereto and supersedes any and all prior written or oral contracts, correspondence, agreements, and understandings. Any amendment to the terms hereto shall not be valid unless in writing, signed by the parties herein.