

Application & Contract

Maison De Couture *presents*

Spring 2010 Trunk Show

Wednesday, April 14, 2010, 6:00 pm to 10:00 pm

Adobo Grill – Old Town

1610 N. Wells (@ North Ave) Chicago, IL 60614



TO: Maison De Couture
PO Box 2035, Chicago, Illinois 60690
Phone: (312) 451-1128
Fax: (312) 264-0295
Email: MDC@MaisonDeCouture.org

Original and duplicate copies of this Application and Agreement properly signed are to be mailed to:
Maison De Couture PO Box 2035 Chicago, IL 60690 **or**
FAX (312) 264-0295 **or**
EMAIL priscila@maisondecouture.org

The undersigned (upon acceptance, the "Exhibitor") desires to participate in the Maison De Couture *presents* Indie Jewelry, Fashion, Accessories & Home Décor Trunk Show, (the "Show") to be organized and produced by Priscila Rodriguez DBA Maison De Couture, an Illinois Sole Proprietorship (the "Management") to be held at Adobo Grill – Old Town, 1610 N Wells, Chicago, IL 60614, (the "Facility") on April 14, 2010, subject to the terms, conditions rules and regulations governing the Show which are set forth on the subsequent page hereof and which are expressly made a part of this Application and Agreement, as though repeated herein in full, preceding the signature of the undersigned.

Email Transmission of Advertisements. By providing an email address, Exhibitor hereby grants Maison De Couture permission to send to Exhibitor by email to email(s) listed below (or any other email used from time to time by Exhibitor) advertisements concerning its future shows, products and services.

IN WITNESS WHEREOF, the Applicant has caused this application to be executed individually or by an officer, agent, or representative duly authorized to execute the same.

The undersigned hereby applies for an Exhibition Space. The undersigned agrees to pay the Exhibit Management Fees (the "Fees") at the price and percentage established in the Exhibitor Kit accompanying this Application and Agreement.

Please print and sign your name.

Company Name: _____

The undersigned agrees to pay, via PayPal ONLY, a deposit in the amount of no less than 100% of the Initial Fees. The undersigned agrees that the balance of the Fees shall be due and paid no later than March 19, 2010, prior to the opening of the Show. Full payment is required in order to secure your exhibition space.

Print Your Name: _____

Title: _____

No Refunds. The undersigned understands and agrees that upon acceptance, Exhibitor has received the immediate benefit of having exhibition space reserved solely for its benefit and use, and that Management no longer has the ability to offer this space to any other Exhibitor. Therefore, the undersigned agrees that all deposits and Fees paid to Management are non-refundable.

Address: _____

City: _____

State: _____

This Application and Agreement is not binding until and unless accepted and signed on behalf of Priscila Rodriguez DBA Maison De Couture; and when so accepted and signed, it shall constitute a binding contract upon the undersigned and their respective heirs, personal representatives, successors, and assigns, subject to the terms, conditions, rules, and regulations appearing on the reverse side hereof and expressly made a part hereof. Upon acceptance, the undersigned person, firm or corporation shall become an Exhibitor, as used herein. The term "Management" designates Maison De Couture, or its duly authorized representative.

Zip: _____

Phone: _____

Fax: _____

Email: _____

Signature: _____

The parties agree that signed emailed documents shall be deemed to be of the same force and effect as an original of a manually signed copy. Description of products to be displayed:

Space: \$100.00

Amount Enclosed: \$ _____

DO NOT WRITE BELOW

Accepted for Maison De Couture

Space Assigned: _____

By: _____

Date: _____

NOTE: Please return original and duplicate copy. A copy signed by Maison De Couture will be returned for your files. The product description is intended for the purpose of space assignment only. A separate Directory Information Form will be sent to you for your listing in the Directory of Exhibitors.

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MAISON
— DE COUTURE —

Rules and Regulations

Exhibitors

Exhibitors are limited to those applicants offering products or services of specific interest to the contemplated attendees. No Exhibitor shall exhibit or permit to be exhibited any products or services other than specified by Exhibitor on the previous page hereof. Management has relied upon Exhibitor's description of said products and services and reserves the right to determine the eligibility of any Exhibitor for participation, based upon the products and services offered at the Show. In the event the products and services are other than described as aforesaid, or in the event any Exhibitor violates any Show, Facility or Chicago, Illinois law, rule or regulation, Management, in its sole discretion, reserves the right to remove any Exhibitor from the Show, and may retain any Fees paid, as liquidated damages, and not as a penalty.

Subletting of Space

Exhibitor shall not assign, sublet, nor apportion the whole or any part of the space allotted (the "Space"), nor exhibit therein any goods or services other than those manufactured, distributed or offered by the Exhibitor in the regular course of its business, nor permit any representative of any firm to solicit business or take orders in the Exhibitor's space. Exhibitor shall cause to be listed in the official directory of the Show all lines of merchandise or services to be exhibited in the Space. In the event that Exhibitor desires to exhibit products or services other than those manufactured, or distributed or offered by the Exhibitor as described on the reverse side hereof, Management may, in its sole discretion, accept a fee of \$100 for each company in excess of one whose products are exhibited in Exhibitor's Space, but such an acceptance shall not constitute a sublease, assignment, nor an apportionment.

Admission

Exhibits shall be open to all attendees. Admission will be limited to attendees with specific interest in the subject matter of the Show. Management reserves the right to refuse admission to persons under 21 years old, and shall require proof of age. Exhibitors and attendees are prohibited from taking pictures of other exhibitors' displays without the written permission of the exhibitor.

Exhibits

All Exhibits shall be designed, constructed and operated in a manner free from defects in design and workmanship, free from any nuisance or safety hazard, and otherwise shall comply with all applicable laws rules and regulations. No Exhibitor's display shall be permitted to interfere or limit visibility with any other exhibitor's display. No Exhibitor shall use any flammable materials in their display and all exposed surfaces must be finished or draped using flame proof material. All promotional activities shall be confined to the Exhibitor's booth area. Any devices which produce sound are not permitted, as determined in the sole discretion of Management, and Exhibitor shall defend and indemnify Management as to any unpermitted use of any sound recording. Exhibitor shall be responsible for the timely reporting and payment of any copyrighted material used in connection with its Exhibit. Exhibitors shall at all times keep their Space free of accumulated rubbish.

Labor

Exhibitor shall set-up at the beginning of the show and pack their entire exhibit, including materials at the end of the show. Management is not responsible for set-up and packing of exhibit. It is the exhibitors' responsibility to ensure that they have sufficient materials for their space. Exhibitor may rent select equipment from Management provided in separate page within the Exhibitor Kit.

Fees

If an Exhibitor fails to make any payment due hereunder when due and in the form specified by Management, such Exhibitor's right to exhibit shall be terminated without further notice, without right to refund, and such Exhibitor shall remain responsible for any unpaid balance of the Fees.

Rules and Regulations

Exhibitors shall abide by and observe all laws, rules and regulations of the City of Chicago, state of Illinois, United States of America and the Facility.

Relocation and Floor Plans

Management retains the exclusive right to revise the Show floor plan and/or move Exhibitor as necessary. Management reserves the right to move or remove Exhibitor or Exhibitor's display for the good and welfare of the Show. Management shall be entitled to close an exhibit at any time for failure by any Exhibitor or any of their officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any fee.

Liability

Neither Management nor the Facility nor Management's General Contractor for the Show, or such other contractor as Management may designate (the "General Contractor"), 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 or liability for any claim, damage, loss, harm or injury to the person or any property of the Exhibitor, or any of its officers, agents, employees or other representatives, resulting from Exhibitor's use of the Facility or from theft, fire, water, accident or any other cause, including, but not limited to, claims arising out of any negligent or intentional act or omission of exhibitor or any of its officers or agents that causes or results in (1) damage to, or destruction of, property of any party, and/or (2) death or injury to persons, and neither the Management nor the Facility, nor the General Contractor, shall be obligated to obtain insurance against any such claim, damage, loss, harm, or injury. It is understood and agreed that all property of Exhibitor shall remain in the Exhibitor's custody and control in transit to or from, or within, the Facility. It is understood between the Exhibitor and Management that Management provides an opportunity for Exhibitor to display his product or service to persons attending the Show. Exhibitor understands and agrees that Management cannot guarantee either attendance, sales by Exhibitors or climatic and other conditions outside or inside the Facility.

Indemnity

Exhibitor hereby agrees to indemnify, defend and protect the Management, the Facility, and General Contractor, and hold and save those parties against and from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of Exhibitor's use of the Facility or any action or failure to act of the Exhibitor or any of its officers, agents (including any EAC), employees, or other representatives, including but not limited to (1) any claims of damage or loss to property, or from or out of any damage, loss, harm or injury to the person of the Exhibitor or any of its officers, agents, employees or other representatives; (2) any claims or liability by or to third parties arising out of conduct or omissions which are in breach of Exhibitor's obligations under this agreement; or (3) any claims arising out of any negligent or intentional act or omission of Exhibitor or any of its officers or agents that causes or results in damage to, or destruction of, property of any party, and/or death or injury to persons.

Termination of Exhibition

In the event that because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause, the Show or any part thereof is prevented from being held, or is canceled by the Management, the Management, in its discretion, may determine and refund to the applicant his proportionate share of the balance of the aggregate Fees received which remains after deducting expenses incurred by the Management and reasonable compensation to the Management, but in no case shall the amount of refund to the applicant exceed the amount of the Fee paid. In no other event shall Exhibitor be entitled to a refund of any part of the Fee should it be unable to exhibit at the Show. Exhibitor shall not be entitled to a refund of any part of the Fee in the event of a temporary interruption of the Show for any reason.