



November 27-28, 2015
Moody Gardens Convention Center - Galveston

This year is the 5th annual Moody Gardens Presents Home for the Holidays Gift Market. We would love to invite you to be a part of the growing tradition of our Christmas Market Thanksgiving weekend. This is truly a show that feels like a vacation. Held in the beautiful Moody Gardens convention center, all booths are draped in black commercial curtains, special room rates and discounted dinner and lunches for vendors in the hotel that joins the convention center with just a short walk from your room to the show. Basic information about the show is detailed below but feel free to call or email anytime to discuss this show or our other show dates.

SET UP: *Set-up times are 12-9pm on Thanksgiving and 7am – 11pm on Friday. Please let us know if you require extra set up time, for larger booths only. NO dollies will be allowed on the floor 1 hour prior to the opening of the show. You must be checked in 3 hours prior to show opening. Please make arrangements to be at the show in ample time to set, showing up 1 hour before the show is not acceptable.*

BREAK DOWN: Saturday 8-11pm & Sunday 8am -1pm since we will not have the Show on Sunday this year.

HELPERS: We will have some help for load in and load out – they work for tips – **PLEASE TIP THEM!** But, also please be sure to **bring your own dollies as we will no longer be able to use facility dollies.** Please note, helpers are a courtesy, if you need specific times for loaders, please make your own arrangements for load in and out. Our guys are available and will get to each person as quick as possible but there is no guarantee or ability to reserve a helper for a specific time slot.

PRODUCT CATEGORIES: Be sure to list ALL the items you are selling. Example: jewelry, purses, clothing, Round Top collection and popular items in categories that sell out fast. If you don't list an item and there is a conflict with another vendor having the same product – you will be required to pull the item

GIFT CERTIFICATES: We do a promotion where we give away \$4,000 in gift certificates for customers that sign up for our email list. You do not have to print them. We print them and put your booth name on 1 \$20.00 gift certificate per show. Contact us if you have questions on this.

CANCELLATION: If you cancel 90 day or more before the show, we will transfer your booth fee minus a \$100 cancellation fee to another show. If you cancel less than 90 days prior to the show, transfer of booth fee is at the discretion of the promoter. Please note cancellations need to be in writing by email, fax or mail and please ask for a confirmation of your cancellation. If your letter is lost in the mail, goes to spam or is not received, we have no way to know you cancelled. Once received, we will respond in writing as well. Timeframe for determining refunds is based on the first day of the show. **If you have any questions please feel free to email us. We will take the time to work with you. Stacie Henry 281-788-4297 or Lynnise Beck 832-437-0671**

EMAIL: homefortheholidaysgiftmarket@yahoo.com Please keep this page for your reference!

***You are responsible to check the home for the holiday's gift market website 2 week prior to the show date for any vendor related letter or information pertaining to the show (setup times, etc.)

Contract is also available online at www.HomeForTheHolidaysGiftMarket.com



Moody Gardens Convention Center - Galveston

Show Dates: November 27-28, 2015

Show Times: Friday 10-8 & Saturday 10-8

Company Name _____

Contact _____

Address _____ City _____ State _____ Zip _____

Phone _____ Alternate Phone _____

Email _____

Product Category: Please list your product/s and items you know are popular, we can't limit or cut off categories if we don't know you carry it! (example: Jewelry, Scarves, Roundtop, Yellow Box, etc.) _____

- ❖ If you carry **jewelry**, what % of your booth sales inventory is jewelry? ___ Asking doesn't mean it will be allowed. If you have **not** been juried in with an item for sale, you cannot bring it. If you are not a 100% jewelry booth, you will be limited to 10% for respect of the other vendors that sell only jewelry.

- ❖ **Payment policy has changed: 50% is required to hold a booth**

____ 10 x 10 Booth - \$400 ____ 10 x 15 Booth - \$575 ____ 10 x 20 Booth - \$775

____ 10 x 25 Booth - \$950 ____ 10 x 40 Booth - \$1450

Tables: ____ 6 foot - \$10.00 ____ 8 foot - \$15.00

PLEASE NOTE: If you need electric, check here and we will email forms so You can order it directly from the Moody Gardens Convention Center. The form is available on the webpage or by email. Yes I need electric. Cost is \$50.00 for standard electric _____

Please make checks payable to Home for the Holidays! We accept all credit cards for Galveston.

Credit card # _____ Exp. Date _____

Code on the back _____ Zip code of mailing address for card _____

Please charge: \$ _____ Cardholder Signature _____

All vendors are asked to donate a \$20.00 gift certificate that will be redeemed in your booth. We will supply and fill out the certificate on your behalf.

(Initial) _____ I understand I am asked to donate a single \$20.00 gift certificate for my booth.

Mail Application To: Home for the Holidays – 2331 Strait Ln. Houston, TX 77084

OR fax to: 281-599-0794

For questions please contact Stacie Henry 281-788-4297

Email: homefortheholidaysgiftmarket@yahoo.com Website:

www.homefortheholidaysgiftmarket.com



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Show Dates: November 27-28, 2015

Show Times: Friday 10-8 & Saturday 10-8

2015 Checklist

Please check and initial each line.

- If I cancel 90 day or more before the show, my booth fee will be transferred to another show minus a \$100 cancellation fee. (89 days or less, transfer is at the discretion of the promoter. Please note cancellations need to be in writing by email, fax or mail and please ask for a confirmation. If your letter is lost in the mail, goes to spam or is lost, we have no way to know you cancelled. Transfer of booth fee and any exceptions is at the discretion of the promoter based on your circumstances.)

- I understand I must be checked in 2 hours prior to the opening of the show. No dollies will be allowed on the floor 1 hour prior the opening of the show. _____
- I agree to donate a \$20 gift certificate redeemable in my booth. Other promotional items such as Holiday Bucks will be cashed in. _____
- I agree to display my booth and products within the limitations of my booth space. I understand if I display into the aisles, I may be fined by the fire marshal. _____
- I understand loaders are available as a courtesy, they can be requested, but they can't be reserved. I understand if I'm in a time constraint I will need to make other arrangements. The loaders provided work for tips and I understand they work on a first come, first served basis and will not be pulled from someone else to help me. _____
- I understand if I bring items not on my application, I will be asked to remove them. _____
- Behavior and language not suitable for a gift market will not be tolerated and if continued after being warned will be asked to leave the show and will not be juried into future shows. _____
- We will communicate by email and phone for questions and one on one communication but any letters and postings necessary for the show will be posted on the website under the vendor page. I understand I will need to check the website periodically for posted information, especially the month and weeks prior to any show. _____
- I understand that set up times may change and any change will be posted on the website under vendor page. _____

Please sign, date and return with application, deposit and checklist to be juried for the 2015 show.

Booth Name: _____

Name: _____

Date: _____

TERMS AND CONDITIONS

1. 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 Home for the Holidays Gift Market ("HFH") including rules and regulations set forth by the Exhibitor.
- c) 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.
- d) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") 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 HFH. The Exhibitor agrees to indemnify and save harmless HFH 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.
- e) 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.
- f) The exhibitor agrees to adhere to the payment schedule as noted or forfeit the opportunity to be included in the show guide listing and/or web-site listing.

2. HFH RIGHTS

- a) HFH 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 or Exhibitors which HFH considers objectionable, inappropriate, disruptive or offensive to HFH, 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 HFH.
- b) HFH 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 HFH, which permission may be withheld in HFH sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless HFH 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) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, HFH, 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.

CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice, in writing, to be delivered to HFH no later than ninety (90) days preceding the opening date of the Show in question and HFH will refund applicable deposits for said Show – less a \$100 processing fee per Show. Should the exhibitor notify HFH less than ninety (90) days preceding the opening date of the Show in question; all deposits received for that Show by HFH up to the date of notice of cancellation are non-refundable and transferable only to the discretion of the promoter!
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, including payment terms, all payments made by the Exhibitor and all amounts due to HFH shall be deemed earned by HFH 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, including payment terms, HFH shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as HFH deems appropriate. 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 HFH 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 HFH to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

5. FORCE MAJEURE

- a) In the event that (i) the facility in which the Shows are to be held or is held is destroyed or becomes unavailable for occupancy or (ii) HFH is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Shows are cancelled or curtailed, for any reasons beyond the control of HFH., 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, HFH 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.
- b) In the event that because of war, fire, government regulations, public catastrophe, act of God or the public enemy or other cause beyond the control of the Show and HFH & RJC, the Show or any part hereof is prevented from being held, is canceled by the Show or exhibit space is assigned hereunder becomes unavailable, any refund of exhibit fees to the exhibitor shall be at the absolute discretion of HFH. Such refund, if given, shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expense incurred by HFH and reasonable compensation to HFH, but in no case shall the amount of refund to the exhibitor exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review or audit of the financial records of HFH.

6. MISCELLANEOUS

- a) Waiver by HFH 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 State of Texas
- d) Applications are subject to acceptance with photos, checklist and complete application with deposit. Booth assignments are at the discretion of the promoter and are assigned in order they are received. Seniority from prior shows will be a priority in selection of booths.

Please sign, date and return with application, deposit and checklist to be juried for the 2015 show.

Booth Name: _____

Name: _____

Date: _____