



2009 FURNITURE LEASE AGREEMENT

January 16 - 19, 2009

For Lease Agreements received after December 12, 2008, a late fee of \$250 will apply. A signed copy of the agreement will be mailed to you after the contract is executed.

Company Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____ Country _____

Phone _____ Toll Free _____ Fax _____

Email _____ Website _____

Would you like the same location as the last FINDS Show? Yes No

Is your company new to Temporaries in Dallas? Yes No

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

If yes, which showroom? Name _____ Room No. _____

Are you a member of Go Texan? Yes No

Please indicate which ONE category best describes the merchandise to be exhibited at FurnitureFINDS:

FurnitureFINDS

- Antiques/Reproductions Beds/Bedding Case Goods Furniture Futons
- Juvenile Furniture Services/Other Upholstery

Briefly describe your product(s): _____

Please provide non-returnable catalogs, brochures or photos of your merchandise and a booth photo if available. Do not submit actual merchandise.

RATES

200 – 500 square feet / 18 - 45 square meters	\$16.50 per square foot
600 – 1400 square feet / 54 - 126 square meters	\$14.25 per square foot
1,500 + square feet / 135+ square meters	\$12.00 per square foot

FurnitureFINDS booths are a minimum of 200 square feet

PREMIUM LOCATION FEES

Prime Location	\$450.00 per booth (6 booth minimum)
Corner Location	\$275.00 per booth (2 booth minimum)

BOOTH SIZE REQUIREMENTS Note: DMC uses the Industry standard 3 meter x 3 meter for all booths. This is approximately 10' x 10', but varies slightly.

Square footage/ meter required _____ Booth Fee _____

(Please Note: Minimum 30% deposit of total booth fee due with Lease Agreement)

Exhibitor agrees to participate in marketing opportunities in _____ publication and has authorized the Dallas Market Center to charge an additional fee of \$ _____.

BOOTH FEE _____ **ADDITIONAL CHARGES** _____ **TOTAL CHARGES** _____

Exhibitor acknowledges by their signature they have read the attached Terms and Conditions and special payment instructions and agrees to abide by same and that Dallas Market Center Operating, L.P. may rely on all information contained herein.

Applicant Signature _____ DMC Signature _____

Date _____ Date _____

Future Market Dates: June 26 - 29, 2009 (Dates are tentative and subject to change)

Return Lease Agreement, Booth Payment Form and Product Information to:

FINDS DMC Temps · 2100 Stemmons Freeway, MS 180 · Dallas, TX 75207
p 214.655-6172 · 800.325.6587 opt.4 · f 214.744.7483 · dallasmarketcenter.com · finds@dmcmail.com



For Internal Use Only:

Booth No. _____ Sq. Ft. _____ Dimensions _____ Additional Charges _____

Total Booth Fee _____ Sales Manager _____

revised 7/31/08

TERMS AND 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 an 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., WTC-Trade Mart, L.P., IFDC Operating Company, 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 Operating Company, L.P., WTC-Trade Mart, L.P., IFDC Property Company, Ltd., AM Campus, L.P., its partners, affiliated companies, their officers, directors, shareholders, employees and agents.**
8. 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.
9. 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.
10. No sample sales or delivery of merchandise are permitted during the market, except Cash & CarryF!NDS.
11. 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.
12. 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.
13. 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.
14. 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
15. No food products (including but not limited to condiments, candies and/or confection) may be prepared, sampled, sold or exhibited.
16. 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.
17. No birds or other animals shall be brought into or kept in, on or about the Project or any tenant's premises (except for seeing eye dogs).
18. Discounts are not applicable for the FurnitureF!NDS or Cash & CarryF!NDS markets.



2009 BOOTH PAYMENT

January 16 - 19, 2009

Please submit payment in one of two ways:

Payment by Credit Card

MasterCard American Express Visa Discover

_____	_____
company name	cardholder name as it appears on the card
_____	_____
credit card billing address (street, po box, etc)	city, state, zip

cardholder phone number	
_____	_____
card number	expiration date security code (see reverse side of card)
\$ _____	_____
deposit amount to be charged	upon receipt of application
	date to be charged
\$ _____	_____
remaining balance to be charged	(mm/dd/yyyy)
	date to be charged

Payment by Check

Attach company check, cashier's check, or money order payable to **Dallas Market Center Operating, L.P.** to this form and mail to address below. **Company or personal checks cannot be accepted in the period two weeks prior to show date. Payment during the period two weeks prior to show date, if by check, must be a cashier's check or money order. There is a \$35 charge for returned checks.**

Special Payment Instructions

Minimum 30% Deposit is due with application. Final payment will be due December 3, 2008. After December 3, 2008, full payment is due with agreement. Credit cards will be charged in full on or after this date. ***Please note, payment will not be refunded or transferred to another show for any reason. No exceptions.*** \$250 late fee for contracts received after December 12, 2008.

By their signature, Cardholder authorizes Dallas Market Center Operating, L.P. to charge the credit card above on the dates above for the amounts above. \$35 charge for declined credit card.

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

_____	_____
Signature	Date

Return Lease Agreement, Booth Payment Form and Product Information to:
F!NDS DMC Temps • 2100 Stemmons Freeway, MS 180 • Dallas, TX 75207
p 214.655.6183 • 800.325.6587 • f 214.655.6105 • dallasmartcenter.com • finds@dmcmail.com