

**William King Museum of Art**  
**2017 Mistletoe Market**  
**November 3-5, 2017 Gala ~ November 2, 2017**

Dear Mistletoe Market Merchant,

Thank you for your past participation in our Mistletoe Market. As a past participant, you are invited to apply as a merchant for our 2017 Mistletoe Market before the application process is open for new merchants the end of January. Mistletoe Market is a premier holiday shopping event and the Museum's largest fundraiser and is held at the Southwest Virginia Higher Education Center, I-81, Exit 14, Abingdon, Virginia.

Dates and Times:	Gala	November 2, 2017 ~ 7pm - 10pm
	Friday	November 3, 2017 ~ 9am - 6pm
	Saturday	November 4, 2017 ~ 9am - 6pm
	Sunday	November 6, 2017 ~ 11am - 5pm

Booth Spaces: Applications are processed on a first come first served basis. Full payment applications will receive priority booth space location. **Grand Hall booth spaces will receive a \$50 discount per booth if paid in full by March 1, 2017.**

Please complete the attached application and return it with at least half of the required fee to **Mistletoe Market, PO Box 2256, Abingdon, VA 24212**. Once it is received, it will be submitted to our Mistletoe Market Committee for approval. If approved, a letter of acceptance will be sent to you.

For more information visit our website at [www.williamkingmuseum.org](http://www.williamkingmuseum.org), or if you need to be set up on a payment plan, please indicate that on your application.



**CONTRACT FOR EXHIBIT SPACE**  
**LOCATION: Southwest Virginia Higher Education Center • Abingdon, VA**  
**GALA DATE: November 2, 2017    SHOW DATES: November 3-5, 2017**

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I hereby make application to the Mistletoe Market Committee (hereinafter “the Committee”) of the William King Museum of Art, a Virginia non-profit corporation, for exhibit space at the Mistletoe Market, for which I agree to pay exhibit fees stated below for the four (4) days of November 2-5, 2017. I hereby agree to the following conditions without exception:

1. The granting of space pursuant to this contract is a license only, revocable at the sole discretion of the Committee. All participating Merchants and Artisans must be 18 years of age or older. The Committee reserves the right to reject any application.
2. All applicants must submit a completed **Merchant Application** including payment (*50% required - full payment applications will receive priority booth space location*), a self-addressed legal size envelope with two stamps for jury notification, a written description and 4-5 photographs representative of the quality and variety of articles to be displayed and method of display, or you may direct us to your website if you have one. I understand that this is an invitation to exhibit issued to me and is non-transferable. All booths are provided a booth sign that must be displayed. You may also use your own sign. Holiday decorations are encouraged.
3. If for any cause whatsoever the Mistletoe Market is not held, this license shall terminate and the licensee waives any claim from lost profit or damages both incidental and consequential except the return of the deposit paid.
4. **APPLICANT’S DISPLAY** including but not limited to tables, cases, racks or other display fixtures and the arrangement and method of display of merchandise as well as all electrical arrangements and connections are subject to the approval of the Committee, but this shall not be construed so as to make the Mistletoe Market, the Committee, the William King Museum of Art, the Southwest Virginia Higher Education Center or any of their employees or agents in any way responsible or liable therefore. **No tents, canopies or draping of any kind above or beyond the pipe and drape that is provided by the Committee.** All displays must be in keeping with the theme and overall décor of Mistletoe Market. In the event of early sellout, Merchants must remain in their booth to answer questions or to pass out pamphlets until the close of Mistletoe Market.
5. Any supplemental booth lighting will require prior arrangements and approval. Any additional wiring will be the responsibility of the Merchant.
6. **No items will be allowed outside of assigned booth space.** All aisles must be kept clear of merchandise per fire code.
7. Neither the Mistletoe Market, the Committee, William King Museum of Art, nor Southwest Virginia Higher Education Center shall in any way, manner, or amount be responsible for the theft, damage, or destruction to applicant's merchandise on display or personal property, howsoever arising.
8. Merchant must collect Virginia Sales Tax on all sales. Tax forms will be available to you at the Market. **THIS TAX IS REQUIRED BY LAW AND MUST BE INCLUDED IN ALL SALES.** Any violation of this section shall be grounds for automatic revocation of this license with **NO REFUNDS.** Collection and remittance of sales tax is the sole responsibility of the Merchant.
9. Merchant shall be limited to articles suitable for and appropriate to the Mistletoe Market. **Merchants may not sell foods or beverages for immediate consumption** in the exhibit hall with the exception of small samples of food or beverages offered for sale. Merchants may not conduct raffles or drawings for merchandise but may submit items to the Committee for door prizes or drawings conducted by the Committee. **NO END OF SHOW SALES IS ALLOWED.**

10. The sale, trading, or showing of guns and other illegal weapons shall not be permitted on Virginia Highlands Community College and the Southwest Virginia Higher Education Center premises at any time. Applicant agrees to comply with Va. Code Ann. 29.1-553 (Michie 1992) which forbids the offering, selling or purchasing of any wild bird, wild animal or any part thereof or any freshwater fish, except as provided by law. Any violation of this section shall be grounds for automatic revocation of this license with **NO REFUNDS**.
11. **Merchant will not share or sublet any part of their exhibit space.** Access to the exhibit space will be available one hour before opening and one hour after closing each day. **You must be in your booth no later than 30 minutes prior to the opening of the Market each day.** No Merchant is allowed in the exhibit space after hours. **You may start packing at 5:05 p.m. on Sunday, November 5, 2017.** Violation of this rule will void licensee's right to make application in the future.
12. **SET-UP DAYS** are **Wednesday, November 1st, 9 a.m. until 7 p.m.** and **Thursday, November 2nd, 9 a.m. until 4 p.m.** Booths must be set up by 4 p.m. and staffed from 7-10 p.m. for the Mistletoe Market Gala. Pack-up may begin at 5:05 p.m. on Sunday, November 5, 2017 and must be completed by 8 p.m. All merchandise must be out of the area by 8 p.m. You will be billed \$50.00 per hour until the space is vacated. **All spaces must be left broom clean and free of rubbish.** You must take your trash, including all cardboard to the dumpster provided out back of the Grand Hall.
13. Merchants are solely responsible for staffing their own booths and must keep their booths open for the following hours and must be in their booths thirty minutes before opening times:  
**Thursday, November 2, 2017.....7-10 pm**  
**Friday & Saturday, November 3-4, 2017.....9 am to 6 pm**  
**Sunday, November 5, 2017.....11 am to 5 pm**
14. Children must be attended by an adult at all times. No pets except service animals on the premises.
15. This application must be accompanied by at least a 50% deposit of all fees billed. Balance of booth rental is due June 30, 2017. ***If full payment is made by March 1, 2017 a \$50 per booth discount for any booth in the Grand Hall may be applied.*** There will be a \$100 non-refundable handling charge on all cancellations on or before June 30, 2017. Cancellations must be in writing via Certified Mail. **No refunds will be made if cancellation occurs after June 30, 2017.**
16. **NO EXHIBIT SPACES WILL BE HELD WITHOUT A SIGNED CONTRACT AGREEMENT AND AT LEAST 50% OF ASSIGNED FEES. NEITHER PHONE CALLS NOR PAST PARTICIPATION WILL BE ACCEPTED AS A SUBSTITUTE FOR FEE. ALL FEE DEADLINES MUST BE MET.**
17. Applicant, its employers, employees, and agents do hereby and hereafter release and relieve, and agree to indemnify William King Museum of Art, Mistletoe Market Committee, its Board of Directors, members, agents, sponsors, affiliates, servants, employees, Southwest Virginia Higher Education Center, its Board of Directors, members, agents, sponsors, affiliates, servants, employees, students, of and from all manner of claim, damage suit, judgment decree, cost, expense and injury, personal, or property, howsoever arising, whether at law or in equity arising out of the activities and display and related activities at Mistletoe Market, whether by applicant, its agent, employees or customers, invitees or business visitors, or students. Applicant further agrees that neither Mistletoe Market Committee, William King Museum of Art, Southwest Virginia Higher Education Center shall be in any way, manner, or amount responsible for the theft, damage, or destruction to applicant's merchandise or equipment on site, howsoever arising. **I, the undersigned, agree to abide by all Rules and Regulations set forth in this Mistletoe Market application and agree to consider this application a commitment to show and realize that NO REFUNDS will be made for cancellation after acceptance.**
18. This document is not to be deemed a contract agreement or license and shall not be binding or in any manner effective, unless and until signed and executed by all parties hereto. **Once signed, this contract agreement contains the entire understanding of the parties, there being no promises or**

**undertakings, written or oral, other than those expressly set forth herein.**

19. The violation by the applicant of any of the conditions herein agreed to may result in the automatic revocation of this license and/or expulsion from the Mistletoe Market, at the discretion of the Committee.

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**Mistletoe Market & William King Museum of Art Additional Information**

Mistletoe Market is the primary fundraiser for William King Museum of Art. Located in historic Abingdon, William King Museum of Art is committed to bringing rotating exhibits of works of art from around the nation and the world to our diverse audience, showcasing and preserving our cultural heritage, using art as a tool to educate both children and adults and enriching lives, and serving as a museum showcase for our regional artists. Education in the arts is our priority. In addition to our onsite art camp and a variety of classes for children and adults, we provide educational outreach programs that serve 13 southwest Virginia and eastern Kentucky school districts and more than 10,000 children. Our vision is to become the premier regional fine arts and cultural heritage center in the country, known for its first class exhibition, outstanding educational opportunities, documentation and care of objects from the region, and as a resource for research.

Mistletoe Market, set for November 3-5, 2017 with a Gala reception on Thursday evening, November 2, will mark the 19th anniversary of this prestigious holiday shopping extravaganza, a proven success for participating Merchants and Artisans and the only holiday gift market of this caliber within a 150-mile radius. Our jury committee will select up to 110 booths, basing their decision on high-quality goods with strong market appeal. The quality, variety and uniqueness found at Mistletoe Market helps to set the hallmark of excellence as well as the exclusive boutique atmosphere the public has come to expect from this event.

Mistletoe Market, a ticketed event, is held in the Southwest Virginia Higher Education Center, a state-of-the-art facility, directly adjacent to Interstate 81 at Exit 14.

***MARKET HOURS: Gala, Thursday, November 2nd, 7-10pm; Friday and Saturday, November 3rd and 4th, 9am-6pm; and Sunday, November 5th, 11am-5pm (Santa will also be here for picture taking).***

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**Extras**

Prices for any extras are listed on the contract form (attached). Phone jacks for credit card machines are available (one per booth only). **These lines require your machine to be set up to dial 9 to reach outside line. All booths are provided with pipe and drape up to 8' in height as well as access to electricity (no charge), one chair and a trash can.** Corner spaces may have a half wall of pipe and drape or no pipe and drape on that side. You may not take down pipe and drape.

**Food**

A café is available on site. ***Tickets to partake of the Gala are \$100 per person and must be purchased in advance.***

**Runners**

We can provide you with someone to sit at your booth if you need to use the restroom, make change or get a bite to eat. Please ask the runners that will be circulating, asking if you need assistance. **Runners will only watch your booth, but will not sell your merchandise.** They will inform the visitor of the time of your return to complete any transactions.

Applications are processed on first come first served basis.

**Full payment applications will receive priority booth space location**

Please complete the following, initial all pages, make a copy and return original pages 3-6 with payment to:

**Mistletoe Market ♦ PO Box 2256 ♦ Abingdon, VA 24212**

(Please print)

Business Name: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_  
Street Address or PO Box City State Zip

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Merchandise Description: \_\_\_\_\_

**Booth Number Space Preference:** (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ # of Badges Needed \_\_\_\_\_

Name of Booth to be on Sign (please print): \_\_\_\_\_

**Exhibit Fees and Booth Assignment (all booth sizes are approximate)**

**\$50 discount per Grand Hall booth if paid in full by March 1, 2017**

**50% of fees paid with this contract - Remainder of payment due no later than October 1, 2017**

**Grand Hall**

- 10' x 8' grand hall prime front [\$725]  1 booth Total \$ \_\_\_\_\_
- 10' x 8' grand hall prime back [\$650]  1 booth Total \$ \_\_\_\_\_
- 10' x 8' grand hall [\$600]  1 booth  2 booths  3 booths Total \$ \_\_\_\_\_
- 10' x 10' rear wall [\$725]  1 booth  2 booths  3 booths Total \$ \_\_\_\_\_
- 10' x 10' side wall w/o post [\$700]  1 booth  2 booths  3 booths Total \$ \_\_\_\_\_
- 10' x 10' side wall w/post [\$650]  1 booth Total \$ \_\_\_\_\_

**Foyer Space**

- 10' x 8' foyer [\$450]  1 booth  2 booths  3 booths Total \$ \_\_\_\_\_

**Café Space**

- Café [\$350] Total \$ \_\_\_\_\_

**Table and Phone Jacks**

- Skirted tables (2' x 6') \$50 per table \_\_\_\_\_ # tables needed Total \$ \_\_\_\_\_
- Tables w/o skirting (2' x 6') \$20 per table \_\_\_\_\_ # tables needed Total \$ \_\_\_\_\_
- Phone jacks (one per booth) \$100 Total \$ \_\_\_\_\_

**Grand Total Fees \$ \_\_\_\_\_**

Amount Paid: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

**Payment Preference:**  Cash  Check # \_\_\_\_\_  Visa or MasterCard  Discover

Credit Card #: \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_

Name on Card (please print): \_\_\_\_\_

**I have read and accept without exception the conditions of this contract**

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Applicant's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Mistletoe Market Committee Member)

\_\_\_\_\_  
(Date)

Merchant Initials \_\_\_\_\_