

May 2010



Greetings Retail Merchants!

We are so excited to invite you to be a part of Christmas Magic 2010! After 27 successful years, this retail merchants' market featuring fine gifts, decorative items, gourmet foods, apparel and accessories from over 100 merchants all across the United States, has become a community tradition kicking off the holiday shopping season. Our market's attendance averages between 9,000 and 10,000 shoppers over this exciting weekend. This event serves as the major fundraising effort for the Junior League of Wichita Falls and has raised hundreds of thousands of dollars for projects in the Wichita Falls area. The mission of the Junior League is to "Develop the potential of women," "Improve our community," and "Promote voluntarism." Please visit our website at [www.jlwf.org](http://www.jlwf.org) to learn more about our community projects and involvement. Without the support of our community and you as merchants, our mission would not be possible.

This year, Christmas Magic opens at the Multi-Purpose Events Center (MPEC) on Thursday night November 4th, 2010, for invitation-only early bird shopping for sponsors and friends of the Junior League of Wichita Falls. The market will be open to the public beginning Friday, November 5 through Sunday, November 7, 2010.

If you are a *new or returning merchant*, please complete the enclosed application and return it to the address listed on the application along with a **non-refundable deposit of \$150.00**. New applicants must furnish non-returnable photos of merchandise. If, for any reason, a new merchant is not approved by the Merchant Committee, the deposit will be returned. Contracts will be mailed to new merchants once they are approved by the Merchant Committee.

***Booth spaces will be assigned on a first come basis with preference going to returning merchants. (See booth map on our web site for market layout.) Booth map does not guarantee exact location and is subject to change. Please keep in mind that while we try to respond to all merchant booth requests based on space available, final booth location is at the sole discretion of the Junior League of Wichita Falls.***

**To secure your desired booth space, return the application, contract and deposit no later than July 15, 2010.** Payments can be made by check or credit card (VISA or MC). Please note that your **full balance of all booth fees must be paid by September 15<sup>th</sup>, 2010.**

***As an added incentive for returning your application, contract and total booth fee paid in full on or before July 15th, we are offering an Early Bird Special. You will receive a \$25 deduction from your total booth charge.***

Merchant selection is by invitation only and the following criteria must be met:

Unique, high quality merchandise.

Booths must be used for sales and not display purposes.

Merchant cooperation and promptness returning information and fees as requested by the Junior League of Wichita Falls.

The booth sizes and rental rate are as follows:

- 10' X 10' (100 sq. ft.) \$ 525.00\* (plus item to be donated to our Christmas Magic Auction)
- 10' X 20' (200 sq. ft.) \$ 890.00\*
- 10' X 30' (300 sq. ft.) \$1340.00\*
- Booths 307, 309, 311, 313, 315, 317, 506, 508, 510, 512, 514, 516 are new prime sales locations directly around the Market Square. They will be \$575 per 10X10.

**\*In addition to the above rates, all corner booths will be charged \$35.00 per corner.**

We look forward to working with you. If you know of other merchants who would be interested in our market or have any questions, please feel free to contact us directly.

Sincerely,  
Amber Reed  
Merchants Co-Chairman  
(940) 867-5177 cell  
ambergphib@aol.com

DeAndra West  
Merchants Co-Chairman  
(940) 631-5037 cell  
deandrawest@sw.rr.com



# Christmas Magic 2010

(November 4-7, 2010)

Junior League of Wichita Falls, Texas

## Merchant Application

(Please Print or Type)

**BUSINESS NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_ **PHONE ( )** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_ **FAX ( )** \_\_\_\_\_

**SPECIFIC DESCRIPTION OF MERCHANDISE** (*New Merchants, please attach **non-returnable** photos or brochures*): \_\_\_\_\_

**PRICE RANGE OF GOODS** \_\_\_\_\_

<b>BOOTH SIZE</b> (Please circle one)	10' X 10'	10' X 20'	10' X 30'	Prime Locations (10' X 10')
	\$ 525.00*	\$ 890.00*	\$1340.00*	\$575.00

**\*\$35.00 Additional charge per corner, limited availability**

*The booth fee includes one table, three 8' sides with lights, merchant sign, and chairs. Assignment of booths will be based on the prompt return of the contract and fees.*

**CORNER DESIRED?**

**YES NO**  
(Please circle one)

**WILL YOU REQUIRE EXTRA ELECTRICAL NEEDS?**

*(i.e. Simmering Pots, Cooking, cash register, phone line)*

*(If YES, please list items needing electricity)* \_\_\_\_\_

**YES NO**  
(Please circle one)

**Number of name tags requested (Workers Only)** \_\_\_\_\_ (*Up to 4 name tags are included in booth fee. Additional charges may apply for more than 4 name tags.*)

**Return Application to:**

**Amber Reed & DeAndra West  
Christmas Magic Merchant Co-Chairs  
2302 Midwestern Pkwy.  
Wichita Falls, TX 76308**

Questions? Amber Reed (940) 867-5177 or ambergphib@aol.com or DeAndra West (940) 631-5037 or deandrawest@sw.rr.com

<b>For Junior League Use Only:</b>	Balance due: _____
Date application received: _____	Booth size: _____
Date contract received: _____	Total due: _____
Date deposit received: _____	Qualified for Early Bird _____

State of Texas  
County of Wichita

CONTRACT FOR MERCHANTS ATTENDING CHRISTMAS MAGIC 2010

BE IT KNOWN, that the following is a Contract between the Junior League of Wichita Falls, Inc. and  
\_\_\_\_\_  
Merchant  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, and Zip  
\_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone

BE IT ALSO KNOWN that the Junior League of Wichita Falls, Inc. will hereinafter be called "LEAGUE" And  
\_\_\_\_\_ will hereinafter be called "MERCHANT"

WHEREAS, MERCHANT and LEAGUE agree to abide by the stipulations set out below in this Contract during the planning and execution of Christmas Magic 2010 (a holiday market sponsored by LEAGUE) at the Multi-Purpose Events Center, Wichita Falls, Texas, November 4<sup>th</sup> – 7<sup>th</sup>, 2010.

1. LEAGUE will have Christmas Magic **open to the public** during the following hours:  
Friday, November 5, 2010, 9:00 a.m. until 7:00 p.m.  
Saturday, November 6, 2010, 9:00 a.m. until 7:00 p.m.  
Sunday, November 7, 2010, 12:00 noon until 5:00 p.m.  
Note: Preview Party – Thursday, November 4, 2010, 6:00 p.m. until 9:00 p.m. for League members and special guests

**(MERCHANT, or designated representative, is required to be in booth at all times that are open to the public, including the Preview Party on Thursday, November 4, 2010.)**

2. MERCHANT agrees to move in and arrange MERCHANT merchandise between the hours of 10:00am and 5:00 p.m., Wednesday November 3, 2010, and 8:30 a.m. to 4:00 p.m., Thursday, November 4, 2010, and to remove MERCHANT merchandise by 8:00 p.m., Sunday, November 7, 2010. Merchandise must be displayed **within your rented booth space. (MERCHANTS ARE ASKED NOT TO REMOVE MERCHANDISE BEFORE 5:00 P.M. ON SUNDAY, NOVEMBER 7, 2010. REMOVING MERCHANDISE BEFORE THE SET TIME MAY RESULT IN REMOVAL OF MERCHANT FROM FUTURE EVENTS).**
3. **A non-refundable deposit of \$150.00 is due with a signed contract by June 30, 2010.** If MERCHANT fails to arrive on the designated day for the show, all rental fees will be forfeited. Fees will be returned to MERCHANT if cancellation is received sixty (60) days prior to the opening of Christmas Magic. Such rental fee shall be refundable only under the terms and conditions set out herein.
4. MERCHANT agrees to rent:

10'X10' booth (100 sq. ft.)	\$ 525.00
10'X20' booth (200 sq. ft.)	\$ 890.00
10'X30' booth (300 sq. ft.)	\$1,340.00
10'X40' booth (400 sq. ft.)	\$1,785.00
10'X50' booth (500 sq. ft.)	\$2,230.00
Prime Location (100sq ft.)	\$ 575.00

All corner booths are an additional \$35.00 per corner to the above rates. The total booth rent is payable in full to LEAGUE (Christmas Magic) on or before **September 15, 2010**. If the total booth fee has been paid in full by **July 15, 2010, a \$25.00 Early Bird Special will be deducted from total booth rental. Total booth rent is due on or before September 15, 2010.** The LEAGUE may, at its option, cancel the Contract and merchant will forfeit \$150 deposit if booth rent not paid in full by September 15<sup>th</sup>.

5. **MERCHANT will donate an item, worth \$50 or more in value, to the Christmas Magic Auction to be held on the weekend following Christmas Magic Market. Items may be mailed to the following address:**

**Junior League of Wichita Falls  
2302 Midwestern Parkway  
Wichita Falls, TX 76308**

**\*\*Merchants who do not mail auction items in advance may drop off auction items at merchant check-in. Auction co-chairmen will pick up any remaining items during market.**

6. LEAGUE will permit MERCHANT to share a 10'X10' booth space with another MERCHANT. However, MERCHANTS must request and receive written permission from LEAGUE to share such booth, and attach the written permissions to the signed Contract. The Contract must be signed by MERCHANTS, then they shall be jointly and severally responsible for all MERCHANTS obligations set forth herein. Arrangements for sharing a booth must be made between MERCHANTS.
7. LEAGUE will provide the following in each booth:
  - a. 8' draped sides (3) decorated to coincide with Christmas Magic theme  
\* prime locations differ from standard booth drapes
  - b. One 6' table (covered)
  - c. One 7" by 44" sign with Name, City, State of MERCHANT
  - d. Chairs (one or two)
  - e. Two Lights
8. MERCHANT is not permitted to display discount signs (i.e. % off, clearance, etc.) anywhere in booth. Small signs identifying merchandise will be permitted if no larger than 5"X7" on display tables only and not on booth walls.
9. **MERCHANT IS RESPONSIBLE FOR CONTACTING THE WICHITA FALLS HEALTH DEPARTMENT AT (940) 761-7800 TO OBTAIN A HEALTH PERMIT IF THEY ARE A FOOD VENDOR OR PLAN TO DISTRIBUTE/SELL ANY TYPE OF FOOD ITEMS. THE JUNIOR LEAGUE OF WICHITA FALLS CANNOT DO THIS FOR YOU.**
10. LEAGUE agrees to provide a security officer during the run of Christmas Magic. However, LEAGUE shall have no responsibility of any kind for any loss or expenses of any kind, arising out of or related to MERCHANTS' activities at Christmas Magic, including but not limited to the transporting, packing, unpacking, and/or insuring MERCHANTS' property or merchandise.
11. MERCHANT agrees that delivery will be made by December 1, 2010, on all orders taken by MERCHANTS at Christmas Magic and the LEAGUE may advertise that fact in all or any publicity. If delivery cannot be made at that time, MERCHANT must notify buyer immediately.
12. LEAGUE makes no warranties with respect to merchandise, and will have no responsibility with respect to the collection of unpaid accounts, returned checks, or return of merchandise. LEAGUE makes no representation or warranties as to the volume of traffic at Christmas Magic, or as to the volume of sales MERCHANT can expect during Christmas Magic.
13. MERCHANT assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by MERCHANT, its agents and employees, and its subcontractors, their agents and employees, regardless of whether such claims or actions are founded in whole or in part upon alleged negligence of Junior League of Wichita Falls, Inc., Junior League of Wichita Falls, Inc.'s representative or the employees, agents, invitees, or Licensees thereof. MERCHANT further agrees to indemnify and hold harmless The City of Wichita Falls and the Junior League of Wichita Falls, Inc. and their representatives, and the employees, agents, invitees and licensees thereof from any and all losses, damages, claims, causes of actions, liabilities and expenses arising out of any such matters and agrees to defend any claim or suit or action brought against The City of Wichita Falls and the Junior League of Wichita Falls, Inc., and their representatives, employees, agents, invitees, and licensees thereof.
14. LEAGUE may cancel Christmas Magic at any time for any reason. The only liability of LEAGUE, in the event of such cancellation, shall be for the return of rentals paid by MERCHANT.
15. MERCHANT must provide a brief but detailed description of MERCHANT items and trade name. LEAGUE reserves the right to request MERCHANT to remove items undisclosed for sale to prevent duplication of items being sold by other MERCHANTS who disclosed specific items.  
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16. In the following space, please PRINT the name of your business as you want it to appear on your booth sign at Christmas Magic:

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17. In the following space, please PRINT the name of your business, phone number, website and/or email address as you want it to appear in any advertisements or listing of merchants whether handed out at Christmas Magic market or listed on our web site:

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18. \*\*\*MERCHANT SALES TAX PERMIT NUMBER: \_\_\_\_\_  
(WE MUST HAVE THIS NUMBER)

THUS EXECUTED in the City of Wichita Falls, Wichita County, Texas

THE JUNIOR LEAGUE  
OF WICHITA FALLS, INC.

MERCHANT

By: \_\_\_\_\_  
CM Merchant Co-Chairman                      Date                      Merchant Representative                      Date