

**PAPER MILL MARKET
EXHIBITOR LICENSE AGREEMENT
EVENT DATE: _____**

AGREEMENT dated _____, 200_ between the Healey Weatherholtz Village, LLLP ("Owner") and _____ ("Exhibitor").

Owner is the owner of Paper Mill Village, Marietta, GA (the "Property") where it will conduct a merchandise show and sale November 14-16, 2008 (the "Event"). Exhibitor desires to obtain a license from Owner to temporarily use and occupy a designated portion of the Property ("Exhibitor Space") during the Event. The parties agree as follows:

1. This License Agreement ("Agreement") is for the duration of the Event.
2. Exhibitor agrees to pay a License Agreement Fee of \$250 per each 10' x 10' booth space. Additional fees will apply if Exhibitor rents equipment from the Owner.
3. Owner may cancel the Event for any reason. License Agreement Fees, or the pro-rata portion thereof, as may be applicable, will be reimbursed if Owner cancels the entire Event or cancels certain days of the Event.
4. Exhibitor will not receive a refund of any fees unless i) Owner cancels all or a portion of the Event or ii) Owner receives from Exhibitor written notice cancelling this Agreement no less than twenty-one (21) days prior to the Event.
5. Exhibitor may use Exhibitor Space only in locations and at times specified by Owner.
6. Exhibitor at all times is subject to and will comply with the attached Rules and Regulations, and Exhibitors conduct is subject to all applicable governmental regulations.
7. Exhibitor agrees to and shall indemnify, defend and hold harmless Owner, including any officers, employees, contractors or agents of Owner, from any and all payment, liability, loss or damage, including reasonable attorney's fees and court costs, arising out of any claims, demands or actions for property damages, personal injuries, including bodily injuries or death, caused by or resulting from Exhibitor's use or occupancy of Exhibitor Space.
8. Exhibitor holds Owner harmless for loss, damage, of or theft of Exhibitor's property.
9. This Agreement does not grant Exhibitor any estate or interest in land relating to the Exhibitor Space or Property.
10. This License Agreement is governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused this License Agreement and a duplicate hereof, to be executed on the day and year first above written.

Owner:
Healey Weatherholtz Village, LLLP
By: Healey Weatherholtz Properties, LLC

Exhibitor:

Print Name:

D. Eric Weatherholtz
President

Date: _____

Date: _____
Vehicle License Plate #

Paper Mill Market Rules and Regulations

1. No music is allowed without Owner's consent.
2. All display tables must be draped to the floor. All backdrops and displays are subject to Owner's approval.
3. Smoking is not permitted.
4. Only the Exhibitor may display and sell items in the designated Exhibitor Space.
5. Exhibitor will not use or allow to be present on the Licensed Premises any hazardous or toxic materials.
6. Exhibitor Space will be subject to resale if Exhibitor is unable to arrive for scheduled set-up and fails to notify Owner prior to 12:00 noon on the scheduled set-up day.
7. All signs are subject to Owners approval.
8. Exhibitor agrees to immediately remove from display or sale any objects objectionable to Owner.
9. Exhibitor will unload and set-up in their assigned space.
10. Exhibitor will furnish all tables and fixtures, except those rented from Owner.
11. No distribution of advertising materials unless approved by Owner.
12. Exhibitor is not permitted to sell food or beverages unless previously authorized by Owner.
13. Exhibitor will set up after 12:00 noon on Thursday November 13, 2008 and will not begin packing before 5:00 pm on Sunday November 16, 2008. All loading and unloading will be conducted as quickly and expeditiously as possible and will only occur at the place and time designated by Owner. Do not bring in vehicles until you are completely packed and ready to load. Set-up is not permitted until vehicle is completely unloaded and moved to the designated Exhibitor parking area.