

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Foothills Bridal, sometimes hereinafter referred to as “Farrah Williams-Deck” and \_\_\_\_\_, sometimes hereinafter referred to as “Advertiser”.

Witnesseth, that:

1. **Demise and Premises.** Foothills Bridal, in consideration of the rents hereinafter reserved and agreed to be paid by \_\_\_\_\_ and of the covenants, agreements, conditions and understandings to be performed and observed by \_\_\_\_\_, as hereinafter set forth, hereby provides a display area for the exclusive purpose of \_\_\_\_\_ . The display area is within the Wiley Boring Center located at 1827 West Broadway Avenue, Maryville, TN 37801.
2. **Terms.** The term of this agreement will be for a period of one (1) year, beginning on and ending one (1) year from \_\_\_\_\_.
3. **Membership.** The rent shall be \_\_\_\_\_ per month beginning \_\_\_\_\_. The rent shall be payable in advance on the first (1<sup>st</sup>) or the fifteenth (15th) day of each month. Membership payments will be charged monthly by credit card authorization and will continue until a cancellation is requested. Cancellations must be submitted in writing, thirty (30) days prior to cancellation date, after the (1) year term is completed. Monthly membership will continue beyond the (1) year term until a cancellation is requested in writing thirty (30) days prior to the cancellation date.
4. **Equipment and Fixtures.** The Advertiser will not make any structural changes or alterations in or to the building on the premises or any part thereof without the prior written consent of Foothills Bridal. All furnishings, fixtures and equipment used on the premises which have been supplied and installed at the sole cost and expense of the Advertiser will at all times, be and remain the property of the Advertiser and the latter will have the right to remove the same or any part thereof from the premises during the term of this agreement, or at the expiration thereof or within a reasonable time thereafter; provided, however, that the Advertiser in so doing shall not cause any irreparable damage to the premises or the improvements which will remain the property of Foothills Bridal and, provided further, that the Advertiser shall pay to, or reimburse Foothills Bridal for, all costs and expense of repair of reparable damage. Advertiser shall not be entitled to remove any equipment or fixtures from the agreement premises until all advertising payments due from the Advertiser to Foothills Bridal shall be paid in full. Advertiser does hereby grant to Foothills Bridal a lien on all equipment and fixtures to secure any rental payments due from Advertiser to Foothills Bridal.
5. **Care and Surrender of Premises.** The Advertiser will not commit any act or engage in any practice in or about the premises which would cause injury or damage to any person or property, including the premises and improvements thereon, and will use reasonable care and diligence to keep and maintain said premises in a neat, orderly and sanitary condition. Upon any termination of this agreement, the Advertiser will surrender possession of the premises without notice in as good condition as at the commencement of the term, reasonable wear and tear and casualty beyond the control of the Advertiser being excepted.
6. **Indemnity.** The Advertiser will indemnify Foothills Bridal against, and hold Foothills Bridal harmless from, all claims, demands and/or causes of action, including all cost, expense and attorney fees of the Foothills Bridal incident thereto for injury to, or death of, any person or loss of, or damage to, any property, including the leased premises, where such claims, demands

and/or causes of action arise from or are incidental to, the use of said premises by the Advertiser, its officers, agents, servants, employees and/or invitees.

7. **Damage or Loss of Advertiser's Property.** Foothills Bridal will not be responsible for any loss of any property of the Advertiser from the premises or for any damage to such property except when any such loss or damage results directly and proximately from the negligence of Foothills Bridal or anyone for whose acts Foothills Bridal would be responsible, or when any such loss or damage results from the failure of Foothills Bridal to perform any of the obligations required to be performed by Foothills Bridal under the terms of this agreement.
8. **Default.** In the event the Advertiser fails to pay when due any of the rental provided for herein, or fails to observe, or violates, any of the other terms, conditions and understandings hereof to be observed or performed by it, then, in that event, Foothills Bridal, at its option, may terminate this agreement or may re-enter the premises and re-take possession thereof and provide the premises at the best agreement obtainable, with the Advertiser remaining liable for the deficiency, if any, between the Advertiser's agreement received by Foothills Bridal on any new agreement or may pursue any other legal or equitable remedy to which Foothills Bridal may be entitled. It is further agreed that if the Advertiser shall be adjudged bankrupt or insolvent under the laws of the United States, or any state, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed for the Advertiser, Foothills Bridal, at its option, may terminate this agreement or may re-enter the agreed upon premises and re-take possession thereof and provide the premises at the best agreement obtainable, with the Advertiser remaining liable for the deficiency, if any, between the Advertiser's agreement received by Foothills Bridal on any new agreement or may pursue any other legal or equitable remedy to which Foothills Bridal may be entitled. Nothing in this paragraph number 8 shall be construed as a waiver of any of Foothills Bridal's rights in connection with any such bankruptcy or insolvency proceedings. In the event either party obtains the services of an attorney or collection agency to enforce any of the terms and conditions of this agreement, the prevailing party shall be entitled to collect from the losing party all reasonable attorney fees and other costs of collection.
9. **Waiver.** The failure of Foothills Bridal or the Advertiser to insist upon prompt and strict performance of any of the terms, conditions or understanding of this agreement, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition or understanding or option.
10. **Notices to Advertiser.** Any notices required to be given to the Advertiser under the terms of this agreement shall be addressed to \_\_\_\_\_ or to such other address as the Advertiser may furnish to Foothills Bridal in writing.
11. **Address of Foothills Bridal.** The agreement herein reserved to Foothills Bridal shall be paid at, and any notice require to be given to Foothills Bridal under the terms of this agreement shall be addressed to Farrah Williams-Deck, 143 Cherokee Heights Drive, Maryville TN 37801, or to such other address as Foothills Bridal may furnish to the Advertiser in writing.
12. **Parties Bound.** The covenants, agreements, and condition and understandings contained herein shall bind and inure to the benefit of the parties, and to their successors in interest, heirs, executors and assigns, as the case may be.
13. **Surrender and Holdover.** Upon the expiration or sooner termination of this agreement, the Advertiser shall surrender the premises in the same condition as the premises was in when the

Advertiser first provided display and business materials, reasonable wear and tear excepted, with Advertiser’s trade fixtures, equipment and other personal property removed. Advertiser shall deliver all keys for the premises to Foothills Bridal and inform Foothills Bridal of all combinations on locks, safes and vaults, if any, in the premises. Notwithstanding the foregoing, Advertiser shall not remove any machinery or trade fixtures that were furnished or paid for by Foothills Bridal (even if replaced by Advertiser). If Advertiser shall fail to remove its trade fixtures or other property, as provided herein, such property shall be deemed removed and disposed of by Foothills Bridal at Advertiser’s expense. Advertiser shall not remove any plumbing, electrical fixtures or equipment, heating or air conditioning equipment, floor coverings or installed fixtures, all of which shall be deemed to constitute a part of the real estate. In the event Advertiser does not leave the premises in the condition required by this Article, advertiser shall reimburse Foothills Bridal for all costs and expenses Foothills Bridal incurs in performing any of advertiser’s obligations hereunder (with interest at the Default Interest Rate). Advertiser’s obligations and covenants under this article shall survive the expiration or termination of this agreement.

14. Membership options are listed as follows. Premium listings are limited to two vendors per category. Please check availability on Premium listings.

Premium Vendor \$100 per month (limited spots)	Featured Member \$50 per month (unlimited spots)
On Line Wedding Services Listing at <a href="http://FoothillsBridal.com">FoothillsBridal.com</a>	On Line Wedding Service Listing at <a href="http://FoothillsBridal.com">FoothillsBridal.com</a>
Store Display at Bridal Gallery	Store Display at Bridal Gallery
Full page ad in Foothills Bridal Magazine	1/2 page ad in Foothills Bridal Magazine
Weekly Facebook posts	Monthly Facebook posts
Foothills Bridal Extravaganza Show Booth with Priority Choice in Booth Location	\$95 Foothills Bridal Extravaganza Show Booth Discount
Home Page Feature at <a href="http://FoothillsBridal.com">FoothillsBridal.com</a>	Bridal Connection Consultant to refer Leads
Bridal Connection Consultant to refer Leads	

The parties have caused this agreement to be duly executed as of the day and year first above written.

Advertiser:

\_\_\_\_\_  
 \_\_\_\_\_

Foothills Bridal:

\_\_\_\_\_  
 \_\_\_\_\_

Attest:

\_\_\_\_\_