



# 2011 FLATONIA CHRISTMAS MARKET



Saturday, December 10, 2011 9:00am - 4:00pm

208 E. North Main \* P.O. Box 610 \* Flatonia, TX 78941

Phone 361-865-3920 \* Fax 361-865-2451

Name \_\_\_\_\_ Hm Ph \_\_\_\_\_ Cell Ph. \_\_\_\_\_

Business Name (if any) \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

List type of items selling: \_\_\_\_\_

\_\_\_\_\_

Number of 8 x 8 spaces requested: \_\_\_\_\_ Electricity Needed? Yes No

### Information

1. Space size is 8 ft Table Area and cost \$25.00 for each space. (\$10.00 extra for electricity) For larger spaces, additional charges will be applied. The Market is held in the Civic Center and one 8ft table will be provided.
2. Space availability is first-come first-served. **Booth spaces will be assigned at time of check-in.** The Flatonia Chamber of Commerce reserves the right to change space assignments as needed.
3. Set-up times will be on the Saturday of event beginning at 7:30am. A check-in booth will be open during those times. Market times are from 9am-4pm.
4. Booth spaces must be paid in full prior to setup.

### Agreement (Please read application and terms and conditions sheet carefully. Rules are enforced and contract is binding.)

- You are herein referred to as Dealer and the Flatonia Chamber of Commerce is referred to as Lessor.
- Dealer accepts total responsibility for his exhibit and its safety in relationship to fire, robbery, accident or other destructive cause and to injury to the public, which might occur within the confines of the exhibit or injury to Dealer or his employees or agents while on the "Market Day" premises. If insurance is desired, the Dealer must place it.
- Dealer agrees to indemnify, defend and protect the Lessor against and hold and save the Lessor harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any action or failure to act of the Dealer or any of his officers, agents, employees or other representatives, including but not limited to claims of damage or loss, harm or injury to the person or property of the Dealer or any of his officers, agents, or other representatives.
- Dealer agrees that the terms and conditions enclosed & hereof are made a part of this agreement, and that he/she has read and understands this agreement.

Date \_\_\_\_\_ Dealer \_\_\_\_\_ Lessor \_\_\_\_\_

Sales Tax Permit Number \_\_\_\_\_

Terms and Conditions

1. Lessor reserves the right to refuse admission to any Dealer.
2. Lessor shall designate selling area and each Dealer shall sell and display only within the confines of his/her area.
3. There will be no solicitation or distribution of handbills regarding political or religious matter without the consent of the Lessor.
4. Lessor reserves the right to restrict the sale or display of any items it deems not in the interest of running an orderly market.
5. All Dealers must pay rent prior to setting up. Selling spaces not occupied by 9:00 a.m. may be re-rented by Lessor without refund. No loaning or subletting of spaces.
6. Dealer will not hang or place anything between spaces that will be offensive to neighbors or block the view of their merchandise.
7. All items sold or displayed must be in good taste and in compliance with local, state, and federal laws. Other restrictions include (but are not limited to): animals, handguns, ammunition, fireworks, martial arts weapons, loud music or amplifier, alcoholic beverages.
8. Dealer will keep booth area clean and will clear booth site of all equipment and debris when show is over.
9. Dealer shall be responsible for the supervision, control & maintenance of booth. Dealer, it's agents, or employees shall comply with all regulations & requirements of any government entity having jurisdiction.
10. Dealer may be required at Lessor's sole discretion, to immediately cease its operations & vacate the premise of Dealer's operation if the conduct of its agents or employees should be found in violation of any such rules, regulations or requirements.
11. If Dealer brings children to the Market, they must remain under Dealer's control at all times. Dealer is liable for any damage the children may do to the property or to other Dealer's property.
12. Pets which accompany you must be caged or on a leash. A box is not considered a cage.
13. After unloading your vehicles. Dealers can park in the east parking lot. The Market parking lot is reserved for the Market customers.
14. Lessor shall organize, promote and lease space for the market described on application.
15. Lessor makes no representations or warranties not expressly set forth herein.
16. Should any cause, not within the control of the lessor, make it impossible for the market to be held or the particular space to be occupied by the Dealer, then Lessor, its officers & employees are jointly released from any & all claims which may arise in consequence thereof. Lessor shall determine & refund to Dealer his proportionate share of applicable payments for space reserved in accord with accountable expenses incurred. In no event shall Lessor be liable for loss of profits, business or any other damage to Dealer through cancellation for such causes.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_