

FLATONIA CZHILISPIEL 39 – COMMERCIAL VENDOR APPLICATION

P.O. Box 610 Flatonia, TX 78941

Phone 361-865-3920

Fax 361-865-2451

email: flatoniaco@csglobal.net

Name _____

Landline _____ Cell Phone _____

Address _____

City, State, Zip _____

Email: _____

List type of items selling or promoting:

Please read application and terms and conditions sheet carefully. Rules are enforced and contract is binding!

Space size is 10x10 and the cost is \$250.00 for three days payable in advance. There are no refunds. Spaces will be assigned at noon on Friday. No tables or chairs provided. Limited electricity is available for \$25.00. Set up time starts at Friday at 12:00 noon & must be completed by 5 p.m.

You are herein referred to as Dealer and the Flatonia Chamber of Commerce is referred to as Lessor. All rights and privileges are granted during the entire Czhilispiel period Friday, October 28th through Sunday, October 30th, 2011.

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 "Czhilispiel" 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 _____ Lessor _____

Date _____ Dealer _____

Sales Tax Permit Number _____

(if Applicable)

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**For Office Use  
Only**

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# **Czhlispiel Commercial Vendor 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. The State Comptroller of Public Accounts requires that you have a sales tax permit, and that you pay sales tax. The current rate in Flatonia is 8.25%. Be sure to include your tax number on your application. If you have questions about the sales tax, call the Comptroller's office at 1-800-252-5555. Collection of taxes and other government requirements shall be the responsibility of the Dealer.
7. The Texas Dept. of Health requires food vendors to obtain health permits. You must provide a copy of your permit or your application for a permit before you may sell food. To inquire about permits call the Texas Dept. of Health at 512-719-0222.
8. Dealer will not hang or place anything between spaces that will be offensive to neighbors or block the view of their merchandise.
9. 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.
10. Dealer will keep booth area clean and will clear booth site of all equipment and debris when show is over.
11. Dealer shall be responsible for the supervision, control & maintenance of booth. Dealer, its agents, or employees shall comply with all regulations & requirements of any government entity having jurisdiction.
12. 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.
13. 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.
14. **No Animals Allowed.**
15. Canopies or tents shall not be anchored into the pavement of parking lot. After unloading your vehicles, Dealer must park on the street or in the west parking lot. The main parking lot is reserved for foot traffic.
16. Lessor shall organize, promote and lease space for the market described on application.
17. Lessor makes no representations or warranties not expressly set forth herein.
18. 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.