



APPLICATION FORM

Name _____ Daytime Contact No. _____ Cell No. _____

Business Name (If Any) _____

Mailing Address _____ City, State, Zip _____

Email _____ Website _____

Type of Art (Check One): Fine Art Artisan Crafts

List Specific Type of Art or Items to be Displayed or Sold: _____

Number of 10 x 10 Spaces Desired: _____ Electricity Needed? Yes No

Sales Tax Permit Number (If Applicable) _____

INFORMATION

1. Space size is 10 x 10 and cost is \$20.00 per space. (\$5.00 extra for electricity).
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 9:00am to 5:00pm unless otherwise directed by Chamber.
4. Booth spaces must be paid for in full with application.

AGREEMENT

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

- You are herein referred to as Dealer/Artist and the Flatonia Chamber of Commerce is referred to as Lessor.
- Dealer/Artist 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/Artfest" premises. If insurance is desired, the Dealer must place it.
- Dealer/Artist 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/Artist 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/Artist or any of his officers, agents, or other representatives.
- Dealer/Artist agrees that the terms and conditions enclosed & heretofore are made a part of this agreement, and that he/she has read and understands this agreement.

TERMS & CONDITIONS

1. Lessor reserves the right to refuse admission to any Dealer/Artist.
2. Lessor shall designate selling area and each Dealer/Artist 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 Dealer/Artistss must pay rent prior to setting up. Selling spaces not occupied by 9:00am may be re-rented by Lessor without refund. No loaning or subletting of spaces.
6. Dealer/Artist 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, amplification, or alcoholic beverages.
8. Dealer/Artist will keep booth area clean and will clear booth site of all equipment and debris at end of show.
9. Dealer/Artist 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.
10. Dealer/Artist may be required at Lessor's sole discretion, to immediately cease its operations & vacate the premise of Dealer's/Artist'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/Artist brings children to the Market/ArtFest, they must remain under the Dealer's control at all times. Dealer/Artist is liable for any damage the children may do to the property or to other Dealer's/Artist's property.
12. Pets which accompany Dealers/Artists must be caged or on a leash. A box is not considered a cage.
13. Canopies or tents shall not be anchored into the pavement or parking lot. After unloading vehicles, Dealers/Artists must park on the street or in the west parking lot. The Market/ArtFest parking lot is reserved for foot traffic.
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/ArtFest to be held or the particular space to be occupied by the Dealer/Artist, then Lessor, its officers & employees are jointly released from any & all claims which may arise in consequence thereof. Lessor shall determine & refund to Dealer/Artist 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/Artist through cancellation for such causes.

Date

Dealer/Artist

Lessor

OFFICE USE ONLY

PAYMENT RECEIVED: YES NO **CHECK/CASH:** _____ **RECEIVED BY:** _____