

RED POTATO MARKET DAYS 2017
Thursday – Sunday, October 19 – 22, 2017
Contract for Dealers

BE IT KNOWN, that the following is a Contract between Red Potato Market, LLC (RED POTATO MARKET) of Simonton, Texas and DEALER or designated representative named below.

WHEREAS DEALER and RED POTATO MARKET agree to abide by the stipulations set out below in this Contract during the planning and execution of Red Potato Market Days, owned by Red Potato Market, LLC, 9114 FM 1489, Simonton, TX 77476.

1. DATES/LOCATION:

Red Potato Market Days (the SHOW) will take place from October 19 - 22 at 9114 FM 1489, Simonton, TX 77476.

2. HOURS:

4 p.m. – 7 p.m. Early Buying Event Thursday
9 a.m. - 5 p.m. Friday
9 a.m. - 5 p.m. Saturday
11 a.m. – 4 p.m. Sunday

See Rules & Regulations for specific times for move-in and move-out.

3. MERCHANDISE:

DEALER merchandise must be displayed within rented booth space. An allowance of two feet outside of stalls is permitted unless it blocks traffic flow.

DEALER is not allowed to substitute merchandise that differs substantially from that which has been reviewed and approved by Red Potato Market in the application process. IF YOU ARE NEW to RED POTATO MARKET DAYS, you must submit pictures with your application.

4. BOOTH SHARING:

RED POTATO MARKET will permit DEALER to share a booth space with another DEALER, on a case by case basis. DEALERS must receive permission from RED POTATO MARKET for sharing and/or sub-letting any portion of their booth space. Booth sharing DEALERS must submit applications with pictures prior to approval. Once approved, both DEALERS must submit separate contracts. Any financial arrangements for sharing booths must be made between DEALERS.

5. BOOTH RENTAL:

All booth fees are due with signed contract. If the total booth rental fee is not paid, RED POTATO MARKET may, at its option, cancel the Contract and DEALER will forfeit all paid fees and rentals.

6. CANCELLATIONS/REFUNDS

Booth Rental Fees will be returned to DEALER only if cancellation is received thirty (30) days prior to the opening of the SHOW. If DEALER fails to arrive on the designated day for the SHOW, all booth rental fees will be forfeited. RED POTATO MARKET DAYS will be held rain or shine and there are no refunds or “roll-overs” of space fees unless the SHOW is cancelled. RED POTATO MARKET may cancel the SHOW for any reason. The only liability of RED POTATO MARKET, in the event of such cancellation, shall be for the return of booth rental fees. In case RED POTATO MARKET is prevented from managing the SHOW for any reason, or if the show site or any part thereof, shall be damaged by fire or any other cause, including acts of God, either before or during the SHOW, DEALER waives any claims for damages or compensation, which might arise by reason, thereof. RED POTATO MARKET management reserves the right

to make other changes, and to establish further regulations regarding the SHOW as it, in its sole discretion, deems necessary and upon notice to the DEALER, all said actions Rental fee is refundable only under the terms and conditions set out herein.

7. SALES TAX PERMITS:

DEALERS must have a current TEXAS SALES TAX PERMIT, whether permanent or temporary, or a copy of their 501(c)(3) tax exempt status. Sales tax rate is 8.25%. Designate all sales made during the SHOW to the City of Simonton, Code 2079122.

8. ELECTRICAL – Electrical is provided inside; however, there are limited outlets and the facility is old. RED POTATO MARKET will not be responsible for power fluctuations or outages. Outlets are to be shared between DEALERS.

9. PARKING – All DEALERS are to park in the designated area for DEALERS. DEALERS not parking in the designated area will be fined \$50. Premium spaces are reserved for customers attending the show.

10. SECURITY:

RED POTATO MARKET makes every effort to secure the property with locks on all entries to the property. RED POTATO MARKET shall assume no responsibility for loss, theft, damages or any injury from any causes whatsoever, including but not limited to, the transporting, packing, unpacking, and/or insuring DEALERS property or merchandise.

11. SALES:

RED POTATO MARKET makes no warranties with respect to merchandise, and will have no responsibility with respect to the collection of unpaid accounts, returned checks, or return of merchandise. RED POTATO MARKET makes no representation or warranties as to the volume of traffic or as to the volume of sales DEALER can expect during market.

12. INSURANCE:

DEALERS are encouraged to obtain their own insurance. RED POTATO MARKET will not be responsible for, or be required to reimburse DEALER or to replace any goods, including merchandise, display and décor, which is damaged or lost during the run of the SHOW.

13. LIABILITY/INDEMNIFICATION:

DEALER assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by DEALER, its agents and employees, and its subcontractors, their agents and employees, regardless of whether such claims or actions are founded in whole or in part upon alleged negligence of RED POTATO MARKET or the employees, agents, invitees, or Licensees thereof. DEALER further agrees to indemnify and hold harmless RED POTATO MARKET, their representatives, and any employees, agents, invitees and licensees thereof from any and all losses, damages, claims, causes of actions, liabilities and expenses arising out of any such matters and agrees to defend any claim or suit or action brought against RED POTATO MARKET, their representatives, employees, agents, invitees, and licensees thereof.

RED POTATO MARKET DAYS – OCTOBER 19 – 22, 2017

PLEASE RETURN THIS PAGE OF CONTRACT ALONG WITH YOUR PAYMENT

RED POTATO MARKET
PO BOX 994
SIMONTON, TX 77476
281-533-9863
redpotatomarket@att.net

DEALER agrees to lease: (please indicate # and size of booth)

10' x 10' Space \$150.00

10' x 15' Space \$225.00

Stall \$250.00

Double Stall \$500.00

Tent – Every 10 x 10 space is \$150

Special Spaces Prices upon request

RED POTATO MARKET reserves the right to place vendors based on space needs and diversification. All spaces will be sold on a first pay basis. Spaces under the tent will be sold only after all spaces in the arena are filled.

NAME OF BOOTH _____

(PLEASE PRINT YOUR BOOTH NAME AS YOU WISH IT TO APPEAR ON
RED POTATO MARKET'S WEBSITE AND MARKETING MATERIALS)

Description of Items _____

Owner Name _____

Owner Address _____

City _____ State _____ Zip _____

Phone _____

Email Address _____

Emergency Contact Name _____

Emergency Contact Phone _____

DEALER signature _____

PAYMENT \$ _____ PAYMENT TYPE (CHECK, CC, CASH)

Name on Card _____

Credit Card # _____

Exp. Date _____

CCV# _____ Zip Code _____

Signature of Cardholder _____

I agree that if paying by credit card that my signature above confirms that I agree to participate in the SHOW and am liable for total charges listed on this contract, and that I authorize RED POTATO MARKET to apply charges for services rendered on my credit card. A fax or scan of this credit card authorization shall be regarded and have same force and effect as original.