

19th Annual Antiques Festival

Historic Montgomery, Texas

May 4 10am-5pm

May 5 9am-7pm

May 6 10am-4pm

DEALER CONTRACT

Business Name _____ Owner's Name _____
(Herein called "Dealer")

Address _____ City/State/Zip _____

BEST Phone _____ Alternate phone _____

In Case of Emergency Name: _____ Phone: _____

Tax Number/State _____ E-mail _____

Web Site Address: _____ Type of Products: _____

Vehicle Make: _____ Model: _____ License plate # _____

By signing below, Dealer agrees to the terms and conditions of this Dealer Contract, including without limitation, the additional terms and conditions set forth on the reverse side hereof. This Dealer Contract will be binding only upon execution by Dealer, approval by HMBA and payment by Dealer of the herein described deposit.

Signature: _____

(Indicates information is correct; contract terms/conditions have been reviewed and will be followed.)

- Outside Covered Tent Space: **10 x 20 = \$300** (limited spaces – call first) = \$ _____
- Outside Open Air Space – no tent provided: **20 x 20 = \$250** (trailers, antiques) = \$ _____
- Outside Open Air Space – no tent provided: **10 x 10 = \$200** (other vendors) = \$ _____
- Community Center (Inside): **10 x 12 = \$225** (limited spaces – call first) = \$ _____
- 8' Tables @ \$10 ea. # required: _____ = \$ _____
- Chairs @ \$2 ea - # required: _____ = \$ _____
- Electricity required? = **\$25 additional** = \$ _____
- Early Bird Discount (-\$25) only if dealer **PAID IN FULL** by 2/28/18 -- \$ _____

(To receive the Early Bird Discount payment must be received in full and is non-refundable and there is no rollover)

Total = \$ _____

DEPOSIT OF 1/2 OF THE TOTAL BOOTH RENTAL (plus fee for electricity if needed) IS REQUIRED UPON EXECUTION OF THIS DEALER CONTRACT BY DEALER. THE **DEPOSIT IS NON-REFUNDABLE AND WILL NOT BE ROLLED OVER**. THE BALANCE OF THE TOTAL MUST BE PAID TO HMBA UPON ARRIVAL AT THE SHOW.

Office Use

Amount Received _____ Date _____ Ck # _____ Balance Due at Show _____

Return (checks payable) to: **HMBA**, 202 McCown Montgomery, TX 77356
information.hmba@gmail.com

SEE REVERSE SIDE FOR ADDITIONAL CONTRACT TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

DEALER AND HMBA agree as follows:

1. The Committee shall promulgate rules and Regulations for the Festival and Dealer agrees to abide by such Rules and Regulations.
2. No packing shall be permitted prior to the close of the Festival on Sunday. We do require vendors to be open all operating hours and days of the show.
3. All tents / EZ-Ups / Canopies brought by Dealer must be securely anchored. **If you are located in the Outside Community Center area, you are not allowed to anchor into the ground due to water lines.** In the event that you do not follow these guidelines and a water line or electric line is interrupted, you will be responsible for repairs and damage. We suggest using sand bags or some other type of weight system.
4. Dealer "spill over space" is limited to 5' if available. Any additional spill space must be negotiated with HMBA for cost.
5. Security guard services will be provided by the Committee at night.
6. Tables, chairs and electricity will not be provided to Dealer unless requested by Dealer in this Dealer Contract.
7. The Committee will select the location of Dealer's booth. We will do our best to accommodate everyone's request for booth location but **CAN NOT** guarantee it.
8. To secure Early Bird Discount, dealer must be paid in full to HMBA by 2/28/18.
9. Pets are not permitted in indoor areas of the Festival at any time. City of Montgomery leash laws require pets to be on a leash in outdoor areas of the City.
10. There will be no smoking in the tents or indoor areas.
11. The Committee reserves the right to reject any Dealer Contract, and a Dealer Contract is only binding upon execution by the Committee.
12. We **CAN NOT** guarantee exclusive rights to any product.
13. Electricity may not be available at all booth locations. If electricity is required, Dealer must provide a grounded extension cord, indicate it on contract and pay full fee for electricity upfront with the deposit.
14. Dealer agrees to comply with the move-in/move-out instructions, hours of operation and other rules as set forth in the rules and regulations, which will be promulgated by the Committee and made available to Dealer prior to the Festival. If the rules are not followed, the dealer will receive one written warning. If another warning is needed after the initial warning, we will remove dealer from future shows.
15. HMBA (including its management and volunteers) are not responsible for loss, damage or breakage.
16. There will be no camping on site in the downtown area of Montgomery.
17. INDEMNIFICATION: Dealer agrees that in consideration for booth space, Dealer, in his/her individual capacity, assumes the entire responsibility and liability for losses, damages and claims arising out of Dealer's activities on the premises and shall indemnify, defend, and hold harmless Historic Montgomery Business Association, a Texas nonprofit corporation, and its agents, servants, employees and volunteers from any and all losses, damages, claims, actions, liabilities, expenses, costs and reasonable attorney's fees, which they may incur as a result of negligence or acts or omissions of Dealer. Further, the Dealer agrees that Dealer releases HMBA from all claims, demands or liabilities for any loss, injury or damage to Dealer's person and/or property.
18. CANCELLATION OF ENTIRE SHOW: In the event that the Festival cannot be held due to acts of God, strikes, work stoppage, fire or any other cause not within the control of HMBA, then Dealer releases HMBA from all claims that may arise in consequence thereof. In such event, HMBA shall apply the Dealer's total amount paid to date toward the following year's festival.

By signing this contract, the dealer agrees to comply with all terms and conditions as stated.

Dealer Signature: _____

HMBA Approval: _____

Dealer Printed Name: _____

Date: _____

Date: _____

If you have any questions please contact either of the following persons:

Kambra Drummond: kamdrummond46@gmail.com

Mary Kaough: marykaough@gmail.com

Hours of operation for the festival are:

Thur:

set up will be done according to your assigned time in your confirmation packet

Fri: 10:00 am - 5:00 pm

Sat: 9:00 am - 6:00 pm

Sun: 10:00 am - 4:00 pm

THANK YOU FOR YOUR PARTICIPATION