# CHRISTMAS ON THE BRICKS 2017 Downtown Wills Point, Texas December 9, 2017 – 9AM to 5PM

We are SUPER EXCITED that you have chosen to be a part of this signature Christmas CELEBRATION!

QUALITY MERCHANDISE is a high priority for us and we will accept nothing less. CHRISTMAS ON THE BRICKS will feature ARTS/CRAFTS/VINTAGE Vendors, Concessions, Classic Car Show, 2017 "Christmas Carol on the Bricks" Annual Parade, Breakfast with Santa, LIVE Entertainment and at 3PM there will be a \$CASH\$ BRICK\$ BUCK\$ GIVEAWAY on the MAIN STAGE (must be present to win)!

Terms and Conditions of Contract for Exhibitors at Christmas on the Bricks 2017

#### 1. ALLOWED MERCHANDISE

ARTS/CRAFTS VENDORS ALLOWED ITEMS INCLUDE: Handmade, antique and vintage items, repurposed items and furniture. Items sold in Exhibitor's spaces must be legal, hand-made, antique, vintage, or high quality items. No garage/rummage sale merchandise will be allowed. NO EXCEPTIONS. **THE WILLS POINT**CHAMBER OF COMMERCE reserves the right to remove any item/s that do not comply with these guidelines.

CONCESSION VENDORS: We will LIMIT the number of duplicated food items. Rentals will be approved on a first come basis based on postmark date of vendor application.

# 2. LIABILITY

Exhibitor agrees to indemnify and hold harmless **THE WILLS POINT CHAMBER OF COMMERCE and THE CITY OF WILLS POINT** principles, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Exhibitor's agents, employees, invitees, contractors, or guests which occur in or about the exhibit space. Exhibitor agrees to use and occupy the Exhibit Space at Exhibitor's own risk, and hereby releases **THE WILLS POINT CHAMBER OF COMMERCE and THE CITY OF WILLS POINT** their agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Exhibit Space, including, but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire, weather and other casualty damage or damage arising from any defects in the premises.

### 3. SPACE ASSIGNMENTS

Red Zone Level – Those spaces closest to the stage and high traffic areas. (20 available)

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Before 11/1		12'x12'	\$60	12'x24"	\$90
11/1 & later			\$70		\$100
Green Zone Level	_				
Vendor Prid	ce:				
Befo	ore 11/1	12'x12'	\$50	12'x24'	\$70
11/1	or later		\$60		\$80
\$10	<b>EXTRA FOR</b>	ELECTRICITY			

Concession vendors with MULTIPLE MENU ITEMS or FOOD TRUCKS:

Before 11/1	12'x12'	\$75	12'x24'	\$90
11/1& later		\$85		\$100

Concession vendors serving a **SINGLE MENU ITEM** deduct \$25 from any of the above listed prices for a 12'x12' booth space.

Booth spaces will be assigned on a first come basis in zone level chosen by the exhibitor. Wills Point Chamber of Commerce reserves the right to rearrange, relocate, or ASSIGN any exhibit if it appears for the general good of all exhibits.

### 4. INSTALLATION OF EXHIBITS

- Exhibitors' exhibit shall be constructed, decorated, and maintained in a professional manner.
- Exhibitors will endeavor to have their booth set up and open for business no later than 8:45AM.
- Exhibitor must not obstruct the view of an exhibit in an adjoining Exhibitor's space.
- Vendor vehicles will not be allowed in the vendor space. Trailers will not be allowed in the vendor space unless it is a part of the Exhibitor's set up.
- Any type of trailer (i.e. glamper) ARE WELCOME with prior arrangements made and must be in place before 7AM.

#### 5. EXHIBITION HOURS

- Exhibitor shall maintain a responsible individual in the exhibit space at all times during the exhibition hours.
- Exhibitor shall not dismantle, remove or begin to pack their exhibit prior to the end of the show (5 pm on Saturday) and may not pull vehicles into exhibit space prior to the end of the show (5 pm on Saturday) with the intention of loading early.
- Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guest of the
  exhibitor in or about the exhibit space. Exhibitor shall cause all such employees, agents, visitors or
  guests of exhibitor to be familiar with all rules governing exhibitors.
- Show Hours: Saturday 9:00 am to 5:00 pm.
- The entire Exhibitor's property must be removed from the premise within 2 hours after the close of the show, unless approved by THE WILLS POINT CHAMBER OF COMMERCE.
- Exhibitors shall be responsible for the supervision, control and maintenance of the Exhibit Space during the entire terms for which the Exhibit Space is reserved or used by Exhibitor.

# 6. TAXES

All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with
Exhibitor's use of the exhibit space are the sole responsibility of the exhibitor in compliance with Texas
Law. According to state and federal law, vendors must have on hand a current and valid SALES
TAX CERTIFICATE and must collect and report sales tax generated at the event. Certificates may
be obtained at <a href="http://www.window.state.tx.us/taxpermit/">http://www.window.state.tx.us/taxpermit/</a>

# 7. COMPLIANCE WITH LAWS

- Exhibitor, his agents, employees, or assigns shall comply with all rules regulations and requirements of the Fire Marshal, Health Department of the City of Wills Point, Texas, or any governmental entity having jurisdiction over the premises.
- Exhibitor may be required at THE WILLS POINT CHAMBER OF COMMERCE'S sole discretion to immediately cease its operations and vacate the Exhibit Space if Exhibitor's operation there, or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.

# 8. USE OF EXHIBIT SPACE

 No sound systems, musical instruments, noisemakers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used unless exhibit space is assigned for that purpose.

- No demonstrations, trophies, decorations, portals, fountains, signs, banners, advertising matter or
  exhibits of any kind or character will be allowed on the sidewalks, in the aisles or public passageways
  or attached to the building, posts or doors unless approved by the show organizer in advance.
- General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials of any kind or character must be pre-approved by the show organizer and then may be made available within the Exhibit Space ONLY.
- Exhibitor agrees not to use the Exhibit Space for any political purposes.
- Solicitation of funds for any political, educational or charitable corporation or association or any other
  corporations associations, group, individual or cause of any kind of character is strictly prohibited
  unless approved by the show organizer.
- Exhibitor AGREES NOT TO PLACE ANY ITEM OR MERCHANDISE OUTSIDE OF THE DESIGNATED BOOTH AREA.
- THE WILLS POINT CHAMBER OF COMMERCE, at its discretion, reserves the right to assign Exhibitors to the most appropriate space available, and to make changes in location as deemed necessary.
- In all cases exhibitors wishing to insure their goods must do so at their own expense.
- NO WHOLESALE PRICING. RETAIL ONLY.
- Consent is hereby given for any likeness of your exhibit to be used for any and all promotions for the THE WILLS POINT CHAMBER OF COMMERCE.

We have to repeat this one because it is incredibly important!

\*\*\*YOU MAY NOT BEGIN PACKING YOUR BOOTH BEFORE 5PM ON SATURDAY AND YOU MAY NOT DRIVE YOUR VEHICLE INTO THE SALES AREA BEFORE 5PM UNLESS YOU HAVE PERMISSION FROM THE SHOW ORGANIZER. OUR BRICKS BUCK\$ \$5000 GIVEAWAY WILL TAKE PLACE AT 3:00PM ON THE MAIN - STAGE SO THERE WILL BE NO EXCEPTION TO THIS RULE!

### 9. REMOVAL OF EXHIBITS BY THE WILLS POINT CHAMBER OF COMMERCE

THE WILLS POINT CHAMBER OF COMMERCE reserves the right to prohibit any exhibit (i) which, in THE WILLS POINT CHAMBER OF COMMERCE'S reasonable judgment, may detract from the general character of the show; (ii) if the business or exhibition carried on by the Exhibitor or the manner of conducting the same is not as represented at the time of making this Contract or is not in keeping with the traditions or character of the show; (iii) if the exhibit was entered under false pretenses; or (iv) if the exhibit is in violation of any of these Rules Governing Exhibitors. If an exhibit is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, THE WILLS POINT CHAMBER OF COMMERCE shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Exhibitor situated within or about the Exhibit Space; but such removal shall in any event be at the cost and expense of Exhibitor, and Exhibitors shall immediately reimburse THE WILLS POINT CHAMBER OF COMMERCE for any cost or expense THE WILLS POINT CHAMBER OF COMMERCE incurred in so removing Exhibitor's exhibit or portion thereof.

# **10. SAFETY RULES**

Exhibitors shall take all necessary precautions for the safety of their person(s), other exhibitors and all other persons upon the premises and shall comply with all applicable provisions of federal, state, and municipal safety laws, building codes and ordinances to prevent accidents or injury.

11. THE WILLS POINT CHAMBER OF COMMERCE reserves the right to change venue locations, adjust days, adjust hours (add or take away) for event enhancement and betterment of the event.

# **12. REGISTRATION REQUIREMENTS**

**NEW EXHIBITORS** (this will apply to EVERY VENDOR in 2017): Completed application (found at <a href="https://www.willspointchamber.com">www.willspointchamber.com</a>, on the facebook event page or in person at the Wills Point Chamber of Commerce) and a complete and accurate description of merchandise along with 2 photos are required and subject to approval. Exhibitors can pay with credit card, check or money order and payment must be

postmarked 14 days prior to the show to avoid a \$10 late fee. Spaces will not be guaranteed until the exhibitor's check has cleared.

# 13. SHOW CANCELLATION:

In the event that Christmas on the Bricks 2017 is cancelled because of weather or disaster money paid to the show is not refundable.

# 14. Misc.

Each Exhibitor is responsible for providing their own tent/s, table/s, and chair/s. THE WILLS POINT CHAMBER OF COMMERCE will not provide these.

Tent rental information:

**Avery Tent Rental** 

Please go to <u>www.willspointchamber.com</u>, go to the calendar of events, and click on the Christmas on the Bricks event to download a vendor registration form.

Show organizer:

Wills Point Chamber of Commerce

P.O. Box 178, Wills Point, Texas 75169

E-mail: contact@willspointchamber.com

Phone: 903-873-3111

Follow Wills Point Chamber of Commerce page and the Christmas on the Bricks event page on Facebook!

# CHRISTMAS ON THE BRICKS 2017 Application for Vendor Space at the December 9, 2017

Business Name:	
Name:	
Mailing Address:	
City:	
Zip Code:	
Phone Number:	_Which Zone & size of booth wanted
E-mail address: (required)	
Facebook page:	
Tax ID Number (required):	
http://www.window.state.tx.us/taxpermit/	
Please describe your set up/items:	
Your signature indicates that you have rea	d and understand the terms and conditions of the attached contract
for exhibitors and agree to abide by those	terms and conditions.
Signature	