

2024
FOOD VENDOR
March 3-14 to 3-31, 2024

The
MARKETPLACE
 warrenton

Spring
Outdoor Event

Business Name: _____
 Name of Contact Person: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____ Mobile: _____
 Email: _____ Website: _____
 Texas Resale # _____

Vendor is responsible for any & all permits

Please Submit Menu . You will be accepted with approved menu items. You may not add any items once you have been accepted.

*******NO SOFT DRINKS OR WATER. OTHER DRINK ITEMS MUST BE APPROVED*******

Food Vendor: 10'x10' Space QTY: _____ x \$450.00 Booth: \$ _____

Electrical: Allows for up to 50 amps Electrical: \$ **\$175.00**

Total Due: \$ _____

Deposit: 50% deposit due with Contract **Deposit:** \$ _____

Balance Due: Balance is DUE Feb 1, 2024 **Balance Due:** \$ _____
 (Contracts submitted after Feb 1, 2024 require payment in FULL)

Returning Exhibitor Deadline - Dec 1, 2023 for same space reservation

Name on CC: _____ Credit Card #: _____ Exp. Date: _____
 CC Billing Address: _____ CVV #: _____
 City: _____ State: _____ Zip: _____ Card Holder Signature: _____
****All Credit Card transactions will be subject to a 3% processing fee. ****
 If you make your deposit with a credit card, your balance will be charged automatically on the deadline due date. (Unless otherwise specified)
 I, _____, authorize Group W Productions, LLC to charge my credit card above as per contract agreement. I understand that
 my credit card will remain on file and I authorize charge to my account for any outstanding balance if it is not paid by the deadline date as per
 the contract.

Agreement: Please sign and return this Application/Contract with your deposit. Please make check payable to Group W Productions, LLC .
 No Application/Contract will be accepted without proper deposit. The balance of the booth space must be paid by October 1, 2023. No refunds
 for cancellations once Application/Contract has been accepted and processed.
 We hereby make application for exhibit space at The Marketplace Warrenton. I/We have read the front and back of this Application/Contract .

Signed: _____ Name: _____
 Title: _____ Date: _____

Retain the BOTTOM copy for your records. Return Top Copy To: _____ Date Received _____ Source _____

Produced by ADMIN ONLY
 Group W Productions, LLC
 PO BOX 597 * Weatherford, Texas 76086
 Office (817) 599-7664 * Fax (817) 599-7602
 www.themarketplace.com
 Natalie@groupwproduc
 tions.com
 Payment \$ _____
 3% Fee \$ _____
 TOTAL \$ _____

TERMS AND CONDITIONS OF CONTRACT FOR EXHIBITORS

1. LIABILITY

Exhibitor agrees to indemnify and hold harmless The Marketplace Warrenton, LLC, Group W Productions, LLC 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 guest 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 Group W Productions, LLC, its 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, acts of nature, fire and other casualty damage or damage arising from any defects in the premises.

2. SPACE ASSIGNMENTS

Group W Productions, LLC will assign booths in any and all cases; however, in every case the Exhibitor's choice will be honored based on the special needs and compatibility of

other Exhibitors. Group W Productions, LLC reserves the right to rearrange or renumber the floor plan and relocate any exhibit if it appears for the general good of all exhibits.

3. INSTALLATION OF EXHIBITS

Set up time and date to be addressed in Show Information and Guidelines prior to Show.

4. DISMANTLING OF EXHIBITS

No Exhibitor will be allowed to dismantle exhibits until closing time of Show.

5. EXHIBIT DISPLAY SPACE

EXHIBITS WILL NOT EXCEED BOOTH DIMENSIONS. Exhibitor may, at Exhibitor's option, upon obtaining prior written approval from Group W Productions, LLC construct a semi-permanent booth, foundation or similar improvements shall be at the sole responsibility of Exhibitor. Exhibitor must not obstruct the view of an exhibit in an adjoining Exhibit's space, or permit such exhibit to be placed or operated in any manner offensive or objectionable, in the reasonable opinion of Group W Productions, LLC, to the adjacent or surrounding Exhibitors or to the Show as a whole. All signage must be approved by Group W Productions, LLC.

6. EXHIBITION HOURS

Exhibitor shall maintain a responsible individual in the Exhibit Space at all times during the exhibition hours. Hours are defined on event prospectus. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guests 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.

7. TAXES

All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Exhibitor's use of Exhibit Space are the sole responsibility of the Exhibitor in compliance with Texas Law.

8. COMPLIANCE WITH LAWS

Exhibitor, his agents, employees, or assigns shall comply with all rules, regulations and requirements of Fire Marshal, Health Department of the State of Texas, D.M.V. or any governmental entity having jurisdiction over the premises. Exhibitor may be required at Group W Productions, LLC sole option to immediately cease its operations and vacate the Exhibit Space if Exhibitor's operation thereof, or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.

9. FINANCE CHARGE

Accounts not paid in full as of the contract deadline date of March 1, 2022 are subject to a finance charge of 2% of your balance per month. Payment in full must be received by the due date to avoid the finance charge. Exhibitors accepted in the Show after March 1, 2022 contract deadline must pay in full at the time of acceptance. If balance is not paid in full at the time of acceptance, balance is subject to the finance charge. All outstanding balances and/or aged accounts receivable owed to Group W Productions, LLC, companies, affiliates, subsidiaries, partners, or similar will be required to be paid before acceptance into applied for and/or any other future Show or event of Group W Productions, LLC. Any payments made or submitted to Group W Productions, LLC will automatically be applied to the most outstanding aged accounts receivable on customers account, regardless of acceptance into applied for Show. Should customer change business name in which they apply, if affiliation is still recognized by Group W Productions, LLC then that outstanding balance and above said policies will still apply.

10. USE OF EXHIBIT SPACE

- a. No sound systems, musical instruments, noise makers, loud speakers, microphones or other sound amplification or broadcasting devices of any kind may be used unless otherwise approved by Show Management.
- b. Exhibitor may not conduct a registration for a drawing of any kind without the prior written consent of Group W Productions, LLC.
- c. No demonstrator, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind or character will be allowed in the aisles or public passageways or attached to the show building walls, posts or doors.
- d. General distribution or brochures, pamphlets, leaflets, flyer's, newspapers, magazines or other literature or promotional materials of any kind or character is strictly prohibited, but such literature or material may be made available on counterspace or otherwise within Exhibit Space, and may be distributed upon specific request thereof. Notwithstanding the foregoing, materials designed to stick to walls, car bumpers, balloons, hats, tee shirts, or similar materials shall not be distributed under any circumstances.
- e. Exhibitor agrees not to use the Exhibit Space for any political or religious purpose.
- f. Solicitation of funds for any political, educational or charitable corporation or association or any other corporations, associations, group, individual or cause of any kind or character is strictly prohibited.
- g. Exhibitor AGREES NOT TO PLACE ANY ITEM OR MERCHANDISE OUTSIDE OF THE DESIGNATED BOOTH AREA.
- h. Group W Productions, LLC, at its discretion, reserves the right to assign Exhibitors to the best space available, and to make shifts in location as deemed necessary.
- i. NO DISPLAY SPACE SHALL BE SUBLET. THERE WILL BE NO EXCEPTIONS.
- j. Insurance. In all cases Exhibitors wishing to insure their goods must do so at their own expense.
- k. NO WHOLESALE PRICING. RETAIL ONLY.
- l. Consent is hereby given for any likeness of your exhibit and for all promotions for Group W Productions, LLC.

11. REMOVAL OF EXHIBITS BY GROUP W PRODUCTIONS, LLC

Group W Productions, LLC reserves the right to prohibit any exhibit (i) which, in Group W Productions, LLC 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 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, Group W Productions, LLC 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 the Exhibitor, and Exhibitor shall immediately reimburse Group W Productions, LLC for any cost or expense Group W Productions, LLC incurred in so removing the Exhibitor's exhibit or portion thereof. Under such circumstances, Exhibitor shall not be entitled to a refund or monies paid to Group W Productions, LLC under the terms of the contract.

12. SAFETY RULES

- a. 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.
- b. All decorations or paper, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local Fire Department. Group W Productions, LLC Show Management shall rule upon any questions, disputes, or problems which may arise pertaining to matters specifically covered and agreed upon in the foregoing paragraphs of the contract and such rulings shall be binding upon all interested parties.
- c. No one under 18 allowed on Show floor during move in & move out days.
- d. No pets allowed on premises with the exception of service animals.

13. INSURANCE CERTIFICATE

We do not require a copy of insurance for our records. It is recommended that you carry your own policy. The Marketplace Warrenton, LLC & Group W Productions, LLC will not be liable for any incidents on site within your booth space.

14. CHECK ACCEPTANCE POLICY

Must have DL#, State issued and DOB to accept checks. All returned checks are subject to a minimum fee of \$35.00.

15. GROUP W PRODUCTIONS, LLC RESERVES THE RIGHT TO CHANGE VENUE LOCATIONS AND/OR INCREASE/DECREASE EVENT DAYS.