

UPTOWN BLANCO



ARTS & ENTERTAINMENT

2010 UPTOWN BLANCO ARTS & CRAFTS SHOW COURTYARD BOOTH RENTAL AGREEMENT

Please print all information

Booth # _____

Renter's Name: _____

Business Name: (if applicable) _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) - ____ - _____ Email: _____

Alternate Phone: (_____) - ____ - _____

TEXAS SALES AND USE TAX PERMIT NUMBER: *(please provide a copy of tax permit with this Agreement)*

Booth Fee: \$125.00 June 11-13, 2010 w/electricity Set-up: Thursday, June 10th from 9am – 4pm
\$100.00 June 11-13, 2010 without electricity Friday, June 11th 9am to 11am

Show Dates: June 11, 2010 11am to 8pm
June 12, 2010 9am to 6pm Breakdown: Sunday, June 13, 2010 5pm to 9pm
June 13, 2010 9am to 5pm

Your check or money order made payable to Uptown Blanco Arts & Entertainment, Ltd. must be attached to this original Agreement along with a copy of your Texas Sales & Use Tax Certificate and must be received by Monday, June 1, 2010. Postdated checks or partial payments cannot be accepted.

Fee includes one parking space per booth.

If you need an additional parking pass, please indicate how many _____ and include \$10 each for additional parking space.

UPTOWN BLANCO



ARTS & ENTERTAINMENT

2010 UPTOWN BLANCO ARTS & CRAFTS SHOW Rental Agreements

page 2

PRODUCTS TO BE SOLD FROM YOUR BOOTH: _____

TERMS & CONDITIONS

The following *Terms and Conditions for the 2010 Uptown Blanco Arts & Crafts Show* are provided each of our artists/crafters as part of our effort to make this experience, and that of our customers and guests, as safe, enjoyable and profitable as possible. Please abide by these rules and comply with the terms of the **2010 Uptown Blanco Arts & Crafts Show Rental Agreement**.

1. **Dates:** The arts & crafts show dates are June 11 thru 13, 2010 as part of the Blanco Lavender Festival.
2. **Location:** **Uptown Blanco Arts & Crafts Show** is held in the Uptown Blanco Courtyard, 317 Main Street, Blanco. This outdoor facility is located on the southeast corner at the intersection of 4th Street (TX Hwy 1623) and 4th Street.
3. **Booth Space Rental Fee:** The booth space rental fee will be \$125.00 with electricity or \$100.00 without electricity for one (1) 10' x 10' booth space in the Uptown Blanco Courtyard facility. The booths with electricity will include 120 volt 16 amps of electricity for the three (3) day show. Payment must accompany the executed Rental Agreement with the Terms & Conditions which can be mailed to: Uptown Blanco Arts & Entertainment, Ltd., P O Box 1079, Blanco, TX 78606 or delivered to our office at 503 Third St., Blanco, TX. Retain a copy of the Rental Agreement prior to sending it to Uptown Blanco Arts & Entertainment, Ltd. Credit cards accepted for payment are VISA, MasterCard, Discover and American Express. (If paying by credit card, please complete information on page 5 in the lower section.)
4. **Hours of Operation:** All renters should be prepared to commence business on Friday, June 11, 2010 at 11:00am; on Saturday, June 12, 2010 at 9:00am and on Sunday, June 13, 2010 at 9:00am. You are expected to maintain continuous operation through the day until 8:00pm on Friday, June 11, 2010; 7:00pm on Saturday, June 12, 2010; 5:00pm on Sunday, June 13, 2010. Entrance doors to the facility will be locked after the times designated in the previous sentence and you are not permitted to leave earlier than these times without the approval of the Uptown Blanco Arts & Entertainment, Ltd. Manager.
5. **Renter Attendance:** We require that your booth be open throughout the entire Arts & Crafts Show and that you be in attendance in your booth during the hours of operation for the **2010 Uptown Blanco Arts & Crafts Show**. In case of an emergency, please advise the Uptown Blanco Arts & Entertainment Manager at least two (2) hours prior to the scheduled opening time daily.
6. **Product Sales:** Uptown Blanco Arts & Entertainment Management is solely responsible for determining whether or not the arts & crafts displayed and/or sold are appropriate for this Show. The objective of this Show is for **renters to display their own original works of art and/or craft. No items for resale will be permitted.**
 - a. Renters are required to produce at least three (3) photos of their works of art/craft to be represented in this show when submitting their Rental Agreement. These photos may be submitted by email to info@uptownblanco.com

UPTOWN BLANCO



2010 UPTOWN BLANCO ARTS & CRAFTS SHOW Rental Agreement

Page 3

or by attaching them to the Rental Agreement. The selections of arts/crafts to be displayed in the **2010 Uptown Blanco Arts & Crafts Show** will be made by Uptown Blanco Arts & Entertainment, Ltd. management who will notify the Vendor of their decision by Friday, June 4, 2010.

- b.** Firearms are strictly prohibited on the property of Uptown Blanco Arts & Entertainment, Ltd. No firearms on your person or for sale will be allowed.
 - c.** No fireworks or explosive charges may be brought onto Uptown Blanco Arts & Entertainment, Ltd. property.
 - d.** No alcoholic beverages may be brought onto or sold on Uptown Blanco Arts & Entertainment premises.
 - e.** The sale of live animals is strictly prohibited.
 - f.** No visual or written pornography, materials or other creations or images which, in the sole opinion of the Uptown Blanco Arts & Entertainment, Ltd Management is objectionable, may be sold or exhibited in this Show.
 - g.** Renters are required to obtain any certificates and/or licenses as required by the State of Texas or other authorities.
7. **Texas Sales and Use Tax Permit:** Each renter must possess a current, valid Texas Sales and Use Tax Permit which is displayed in your booth during operation hours of the Uptown Blanco Arts & Craft Show. Artists/Crafters must also provide Uptown Blanco Arts & Entertainment, Ltd. a copy of your Texas Sales and Use Tax Permit or a letter of exemption from the Comptroller's Office prior to the issuance of a booth space contract. If the address on the Tax Permit is other than Blanco, TX, you must advise the Texas Comptroller's Office that you will be selling merchandise in Blanco. The tax to be collected is as follows: State of Texas – 6.25%, Blanco County – .5%, City of Blanco - 1.5%. The total sales tax collected and paid is 8.25%.
8. **Parking Permit:** One (1) parking permit is issued to each renter. Place this permit on the driver's side dash so that it is clearly visible at all times. The permit allows you to park one vehicle in the Uptown Blanco Parking Lot at the corner of 4th and Elm Streets without paying a parking fee provided space is available. If you have more than one vehicle or your vehicle will take up more than one parking space, you must pay the parking for the additional spaces or you may purchase an additional parking permit for \$10 per space from the Uptown Blanco Arts & Entertainment, Ltd. Manager. Renters will be allowed to unload and load from the building entrance on 4th Street when available; however, they will not be permitted to park along 4th Street during the operating hours of the **2010 Uptown Blanco Arts & Crafts Show**.
9. **Safety & Security:** Please use appropriate safety measures at all times and report any hazard, unsafe condition or security concern to the Uptown Blanco Arts & Entertainment, Ltd. Manager promptly. Uptown Blanco Arts & Entertainment, Ltd. cannot, and will not, assume responsibility for your property while on Uptown Blanco Arts & Entertainment, Ltd. property nor items left afterward in your booth at any time.
10. **Unauthorized Use:** You may not sublet your booth space in whole or part. You may authorize another person or entity to use your booth space with written approval of the Uptown Blanco Arts & Entertainment Manager. To acquire that approval, you may either send to us by regular mail, or email, the name under which your booth is rented, the number of your booth and the name of the person or entity you authorize to use your booth. You may also telephone us at 830-833-1579 with that information no later than Wednesday, June 9, 2010. The party using your booth during the 2010 Uptown Blanco Arts & Crafts Show must report to the Manager by 8:30am and pay the daily use rate of \$75 prior to set-up.
11. **Communications:** You may have problems contacting the General Manager by regular telephone since personnel will be

UPTOWN BLANCO



2010 UPTOWN BLANCO ARTS & CRAFTS SHOW Rental Agreement

Page 4

working during the Show. The manager is also available to calling her cell phone at 830-822-3184. If you need to reach us prior to the beginning of the Show, write us at the address on this letterhead or send an email to Carolyn@uptownblanco.com or call the office number at the bottom of this letterhead.

12. **Electricity:** If you have chosen a booth with electricity, you will find one electrical circuit provided at each booth space. Electric heaters and air conditioners are prohibited as they may require more amps than available. You must unplug any electrical cords from the outlets at the end of each Show day. Suggest arranging them in your booth so that maintenance is not hampered.
13. **Booth Construction and Improvements:** You may not erect a structure on your booth space or at any location within the Uptown Blanco Courtyard property, but pop-up tents will be allowed and suggested for shade. You are allowed to erect free-standing displays for your arts and crafts; however, no holes can be put in the grassy areas of the Uptown Blanco Courtyard. Any modifications to your booth area must be approved by Uptown Blanco Arts & Entertainment, Ltd. Manager.
14. **Sale or Transfer of Booth:** Booths may not be exchanged, transferred or sold without the prior approval of the Uptown Blanco Arts & Entertainment, Ltd. Manager. If you chose to sell your booth space, you may, however, write to us and request the necessary transfer forms. A fee of \$30 is required for a transfer to a new party.
15. **Advertising:** Sign advertising your arts &/or crafts or special sales event cannot be posted anywhere except within the boundaries of your booth space.
16. **Outside Sales:** Renters are not allowed to park and sell out of an RV, trailer, van and etc. whether parked in public parking spaces or in the Uptown Blanco Parking Lot.
17. **Behavior:** All renters are expected to conduct themselves in a business manner. No obscene language, no loud music and absolutely no sale of alcoholic beverages.
18. **Cleanup:** Trash receptacles will be provided throughout the premises. It is each renter's responsibility to keep your booth space clean and orderly. Failure to leave your space/area clean could result in additional charges to you for cleaning your area.

RELEASE:

1. Uptown Blanco Arts & Entertainment, Ltd. shall not be liable for any damage to or theft of any property of the Renter or Renter's contractors, guests, customers or invitees. This includes, but is not limited to fire, rain damage, or electrical malfunction. By execution of this Agreement on the first page, Renter hereby releases and holds Uptown Blanco Arts & Entertainment, Ltd. harmless for any claims relating to such damage or theft.
2. Uptown Blanco Arts & Entertainment, Ltd. shall not be liable for any injuries to Renter or Renter's contractors, guests or invitees. This includes, but is not limited to injuries caused by fire, rain damage, or electrical malfunction, or any other injuries or damages that happen while on Uptown Blanco Arts & Entertainment, Ltd. premises. By executing this Agreement on the first page, Renter hereby releases and holds UBAEL harmless from any claims relating to such damage or theft.
3. Renter shall be liable for and shall indemnify and hold harmless Uptown Blanco Arts & Entertainment, Ltd., Uptown Blanco Arts & Entertainment, Ltd.'s owners, officers, directors, employees, agents, and contractors against and from any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, expenses, disbursements (including legal fees and

UPTOWN BLANCO



ARTS & ENTERTAINMENT

2010 UPTOWN BLANCO ARTS & CRAFTS SHOW Rental Agreement

expenses), or costs of any kind or nature whatsoever in any way relating to or arising out of any activities of Renter and its Owners, officers, directors, employees, agents, contractors and representatives. Neither the owners of any interest in Uptown Blanco Arts & Entertainment, Ltd. or Uptown A&E, Inc., shall be liable to Renter or Renter's contractors, guests, invitees and/or customers while on or about the premises or the adjoining grounds, for any loss, expense or damage, either to person or property sustained by reason of any condition of Uptown Blanco Arts & Entertainment, Ltd. or for the act of any other person whatsoever.

- 4. Artists/Crafter hereby waives all claims for damages or injury to persons or property sustained by Renter or any person claiming through Renter resulting from any accident or occurrence in or upon any part of the premises. Renter agrees to pay on demand Uptown Blanco Arts & Entertainment, Ltd.'s expenses including reasonable attorney's fees and court costs (including any costs of appeal) incurred in enforcing any obligation of Renter under this Agreement and in the amount of any judgment rendered.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any proceeding brought hereunder shall be in Blanco County, Texas.
- 6. Any amendments, revisions, or changes to this Agreement shall be made in writing and approved by both parties.

I have read and agree to abide by the Terms & Conditions as set forth in the **2010 Uptown Blanco Arts & Crafts Show Rental Agreement**.

Renter's Signature: _____

Date: _____

Printed Name: _____

Office Use / Payment Receipt

_____ Accepted Space number _____ Rejected reason _____

Payment of _____ Received this _____ day of _____, 2010 in the form of _____ Cash _____ Check
_____ Money Order _____ Credit Card

Credit Card Type _____ Number _____

Expires _____ Name on Card _____

Charge authorized by : _____
Signature of card holder

Date: _____

Uptown Blanco Arts & Entertainment, Ltd.

By _____

Printed Name _____