

Vintage Market Day
attach "C"



Performance Agreement

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned, Vintage Market Days of Dallas-McKinney, as purchaser of performance services ("Purchaser") and the under-signed artist or ensemble and/or its agent

("Artist") is made this 11 day of September, 2018.

A. BASIC TERMS:

1. Name of Artist: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail address: _____
Place of Engagement: Myer Park & Event Center, 7117 County Road 166,
McKinney, TX
2. Date(s) of Services: Nov. 16 & 17, 2018
3. Number of sets and duration: Saturday the 17th - 1 set - 1:30 to 4 (Show Barn)
4. Time for load-in: 1:00

B. PAYMENT OF ARTISTIC FEES:

1. Compensation Agreed Upon: _____
2. Amount of Deposit: _____ Date Due: _____
3. Time of Payment: Fees will be paid by Purchaser's check to be presented to Artist after performance on _____.
4. Artist requests it check be made payable to: _____
5. Artist's Social Security Number or Employer Identification Number: _____ Attached W-9 must be completed and returned in order for payment to be processed.
6. The Purchaser's Contractual Provisions are attached and incorporated herein. Purchaser requires that a representative of the Artist sign and return the attached provisions, which are an integral element of this Agreement.

Artist:

By: _____ Name: _____ Title: _____

Purchaser:

Attachment
D



FOR OFFICE USE ONLY

Vendor # _____

Pmt Method _____

Pmt Date _____

Conf Date _____

VINTAGE MARKET DAYS VENDOR CONTRACT

DALLAS-MCKINNEY

This agreement is entered into this day 12/29/16 by and between Vintage Market Days of McKinney, ("VMD") and
"Vendor" and if applicable "Additional Vendor"

1. LOCATION AND DATE

Vintage Market Days will be held at the Myers Park & Event Center, 7117 County Road 166, McKinney, TX. The market will begin on Friday, November 17, 2017 and end on Sunday, November 19, 2017. Vintage Market Days has a "rain or shine" policy. Failure to show at the market will result in automatic loss of space assignment, and loss of deposit (booth rental).

2. SET UP TIME/TEAR DOWN OPERATIONS

The Vendor understands that they are agreeing to arrive for set up at an assigned time to be determined. Set up will occur on the week of VMD. Booths need to be ready for business no later than 7:00am on Friday, November 17, 2017. Vendor understands that arriving at a time other than their assigned check in time could result in a delayed check in time and loss of unloading service. The vendor agrees to have their booth open for business Friday 8am to 4pm, Saturday 10am to 4pm, and Sunday 10am to 4pm. Hours of operation are CST. All Vendor vehicles will be parked in a designated vendor parking at Vintage Market Days". Vendors may not break down booth space prior to close of the market on the final day of event unless otherwise approved by VMD. Booths MUST be completely packed and the area clear of all children before vehicles are pulled to booth areas. Load out must be completed and all inventory and personal effects must be removed within a reasonable time once the market closes on the final day.

3. VENDOR OPERATIONS

Vendor agrees to keep all areas clean and neat at all times. Vendor is responsible for cleaning their own area completely at the end of the market and removing all trash, boxes, packing materials, and unsold goods from the property. Dumpsters at the market will not be used for large item disposal. All large items must be removed from the property and it is the vendor's responsibility to do so. Vendor is responsible for furnishing all necessary equipment and materials in the designated booth space no larger than the space they are assigned. No tents should be installed into asphalt. Only white tents are permitted. Tables must be covered. Vendor items including packing materials, bags and personal items may be placed under tables as long as the table covering completely conceals them. Signage cannot be placed outside of footprint of booth space. Vendors will work professionally, cooperatively, and reasonably with customers, market staff and volunteers. No guests will be allowed to shop in vendor booths before the event opens. No alcohol, smoking, illegal substances or weapons are allowed at any time. Vendors will be responsible for displaying and selling items in their booth throughout the 3-day event. Vendor agrees to ensure any child (under the age of 18) accompanying vendor to the event will remain with vendor throughout the entirety of the event and will be supervised by vendor at all times while at a VMD event.

Vendor Parking: Vendor agrees to park all vehicles/trailers etc. in designated vendor parking area. Vendor understands VMD® parking permits are required for all vendor vehicles and must be visible on vehicle throughout the VMD® event. All vendor trailers must be identified with a temporary trailer identification sticker provided by VMD® at check in. VMD® reserves the right to tow vendor vehicles, trailers, etc not parked in designated parking areas or not identified with required vendor identification.

Vendor Passes: Vendor Passes are provided by VMD® for all approved vendors. Each approved vendor will receive two vendor passes. Vendor passes must be worn throughout the VMD® event. Vendor passes are not to be shared between vendors. Additional or replacement vendor passes can be purchased for a fee of \$10.00.

Electricity: If available, access to electricity will be provided for an additional fee of \$35. All vendors using electric will need to provide their own 100 ft 12-gauge electric cord and surge protector.

Internet Access: Please come prepared to do business without WiFi. WiFi may or may not be provided by the venue. If WiFi is provided by the venue, it may be an additional expense. WiFi is not guaranteed.

4. ASSIGNMENT OF CONTRACT

Vintage Market Days® reserves the right to assign Vendor locations on a first come, first serve basis. VMD® will work to accommodate the needs of all Vendors. VMD® reserves the right to make the final decision and the Vendor agrees to be subject to the location decisions made by VMD®. Vendors may not transfer or sublease the booth to another vendor or share assigned space with a vendor unless it is approved by VMD®. Additional vendors are required to submit an application and be approved by VMD® prior to selling goods at a VMD® event. A fee of 50.00 will be applied and must be paid at time payment is due. All approved vendors must sign and return a vendor contract prior to participating in event.

5. VENDOR REFUND POLICY

All vendor payments are final, non-refundable and non-transferrable.

6. REGULATORY REQUIREMENTS

Vendor is responsible for all permits and insurance required or necessary for the operation of Vendor's business. Vendor will be responsible for assessing and collecting all taxes from customers including the appropriate city, county, and state sales taxes on products sold as required by the Texas Tax Commission. A Texas sales tax number is required. VMD is not responsible for collecting sales tax for Vendors from customers. Each Vendor is required to have a Texas Sales Tax Permit and must post such permit where visible in your booth. Vendor will not be allowed to set up prior to providing a Texas sales tax ID number. If you do not have a sales tax permit you may obtain one by going to the website at www.window.state.tx.us/taxpermit or call 1-800-252-5555. It should be noted that all vendors will be reported as attending the event and sales tax was collected by the vendor throughout the event.

Texas TAX ID NUMBER: _____

Please include a copy of your sales tax permit identifying your sales tax number for Texas.

7. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages or liabilities resulting from the private dealings with any helpers, customers and sale of unsafe or unsound goods. Vintage Market Days® will not be responsible for damages or personal injury resulting from the use of umbrellas, tables, tents and other devices used in conjunction with the vendor's booth. Neither Vintage Market Days, LLC nor the owners of the property where Vintage Market Days® takes place assumes any responsibility day or night to ensure the safety of Vendor's property, goods and consumables from damage, theft, fire, malicious mischief, accident, loss of electricity, weather related incidents, or other. Vendor agrees to not hold Vintage Market Days® and/or the property owner liable for any theft or damage caused to their inventory or personal effects before the sale, during the sale and/or after the sale. Security measures will be provided but this in no way ensures that the Vendor's property is secure from all possibilities of damage or theft. The Vendor is charged with the responsibility of protecting their own property at all times during the event and obtaining the appropriate liability and property insurance (recommended). The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge Vintage Market Days®, its employees, agents, officers, and property owner for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Vendor's participation in the Vintage Market Days®, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Vintage Market Days®, its employees, agents, officers and property owner. In consideration of the acceptance of the right to participate, entrants, participants, and spectators by execution of this contract form, release and discharge Vintage Market Days LLC, Vintage Market Days of Dallas-McKinney, venue location, and their partners, franchisees, licensees, directors, employees, contract labor, agents, representatives, and servants, and anyone else connected with management or presentation of Vintage Market Days® of and from any and all known and unknown damages, injuries, losses, judgments, and/or claims from any cause whatsoever that may be suffered by an entrant to this person or property.

8. MERCHANDISE AND PROMOTIONAL MATERIAL LIMITATIONS

Vintage Market Days® is a collection of vendors presenting antiques, vintage, vintage-inspired, re-purposed, upcycled, and/or hand-crafted goods in an upscale market. Vintage Market Days® reserves the right to require a vendor to remove from any item or items that in its sole opinion are not appropriate for the Vintage Market Days® sale, including items with printed language or profanity deemed inappropriate, or any items being sold by a vendor that has not been approved to attend the VMD® event. Vendors are prohibited from distributing any promotional material at a VMD® event without prior VMD® written approval. Failure to comply could result in a fine of \$100.00 or removal from the event should Vendor refuse to comply.

9. COMPLIANCE

9.1 Vendor shall be solely responsible for ensuring the items sold and marketed for sale at the Premises are appropriate for sale under all applicable local, state, and federal laws and regulations. Vendor shall not sell or market for sale any item that infringes on the rights of a third party, including but not limited to, items that violate copyrights, trademarks, patents, trade secrets, publicity, or privacy rights of third parties. In the event of any claims of infringement as a result of Vendor's acts or omissions, Vendor hereby agrees to defend, indemnify, hold harmless, release, waive and forever discharge Vintage Market Days®, its employees, agents, officers, and property owner against any claims of infringement.

9.2 No smoking or use of alcohol is permitted during the Vintage Market Days® event.

9.3 For a period of 24 months after the effective date of this agreement, vendor will not directly or indirectly solicit business from or attempt to develop, own, operate, or create the same or similar event as are now being provided to any customer or vendor attending a VMD® event. This agreement shall apply to all states in the United States in which Vintage Market Days, LLC has the right to sell a VMD® Franchise.

9.4 Vendors who own or operate an event similar to Vintage Market Days® must receive written permission from both the VMD® event General Manager and Vintage Market Days, LLC to participate in a Vintage Market Days® event. Failure to comply will result in a fine of \$1000.

9.5 Vendor agrees that Vintage Market Days, LLC does not have an adequate remedy at law and will suffer irreparable harm resulting from any breach or continued break of this Agreement. Additionally, Vendor may be liable to Vintage Market Days, LLC for any damages resulting from any alleged breach, including an award of its reasonable attorney's fees incurred in the enforcement of this Agreement. This Agreement shall be governed by the State in which the Vintage Market Days® event is being hosted.

9.6 Any vendor with an outstanding balance with any Vintage Market Days® event will not be allowed to participate in any VMD® event until remaining balance is paid in full.

10. QUALIFYING PRODUCTS

VMD® vendors are assigned to one vendor category, requiring vendors to maintain the standard of the assigned category.

All goods exhibited at Vintage Market Days® must maintain the standard of the assigned category. If VMD® determines that the standard is not being maintained, Vintage Market Days®, at its discretion, will require removal of goods to ensure the minimum criteria of category is maintained. Failure to follow requests to remove items could result in vendor not being allowed to participate in future VMD® events.

10.1 STANDARD OF GOODS SOLD

Vintage Market Days® is a collection of vendors presenting antiques, vintage, retro, vintage-inspired, re-purposed, up-cycled, original, and/or hand crafted goods.