

4th ANNUAL  
**TACEF Thanksgiving Invitational Arts & Crafts Show**  
November 28-29, 2008  
Show Hours 10:00am to 6:00pm  
Marketplatz – 100 W. Main Street, Fredericksburg, TX

**EXHIBIT SPACE CONTRACT**

We hereby request The Texas Arts and Crafts Educational Foundation to reserve Exhibit Space as follows:

# of 10x10 Spaces \_\_\_\_\_ @ \$250.00 each                      Total: \_\_\_\_\_

Space payment is due with the execution of this contract. Four pictures of art work are also required. Space is limited at the Show and space is reserved on an as paid for basis. All refund requests must be in writing and must be postmarked by September 30, 2008 for a full refund, minus a \$30 handling fee. Cancellations postmarked October 1st or later will not be given a refund.

The Exhibit Space is to be used by us for the following purpose and for no other, to-wit: Arts & Crafts under the category of \_\_\_\_\_. With this application, 4 pictures of artwork are required. Pictures may be emailed to the address below. We understand that all exhibited arts and crafts are limited to those appropriate, in the sole judgment of the Show Management.

**The Show will furnish the following:**

Display Space  
Exhibitor Name Badges  
Overnight Security will be provided from 6:00 pm November 28th to 10:00 am November 29th.

**Setup & Teardown Times:**

Friday, November 28 6:00 am – 10:00 am (Tents may be set up on Thursday, however there is no security.)  
Saturday, November 29 6:00 pm – 10:00 pm

It is mutually agreed that there are no oral or written agreements other than those printed or written on the face and reverse side hereof, that same constitute the entire contract, and that this application shall constitute a valid contract when signed and accepted by the Show Management.

**PLEASE PRINT**

EXHIBITOR NAME _____	DATE _____
ADDRESS _____	COMPANY NAME _____
PHONE _____	CITY, ST, ZIP _____
EMAIL _____	CELL # _____
SIGNATURE _____	WEBSITE ADDRESS _____
	SALES TAX ID # _____

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**An executed copy of the contract will be returned to you upon acceptance.**

TACEF ACCEPTANCE:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Checks to be made payable to: TACEF**

Please sign and return original contract to: Thanksgiving Invitational  
4000 Riverside Drive E, Kerrville, Texas 78028  
Telephone: 830-896-5711 Fax: 830-896-5569  
Email fair@tacef.org

**Applications Due Date  
October 1, 2008**

## TERMS & CONDITIONS OF THIS CONTRACT

The Texas Arts and Crafts Educational Foundation is the Show Management and reserves the right to cancel or close the Show (a) should the Show premises be destroyed or damaged from whatever cause, so as to render them untenable or unfit in the reasonable opinion of the Show Management for the use specified, or (b) should any flood, fire, explosion, tornado, earthquake, or other action of the elements, or any labor trouble, boycott, strike, civil commotion, riot, war or other serious disturbance or action of civil authority make fulfillment by Show Management of its part of this contract reasonably impossible. In the event of Show cancellation or closing all consideration hereunder, (whatever represented by payments previously made or to be made under this contract to Show Management) shall be prorated and shall be considered fully earned by Show Management only to the extent of expended, non-recoverable, and non-cancelable Show salaries, costs and expenses, and upon settlement of such prorated payments Show Management shall be automatically released of any and all claims for losses, damages, cost or expenses of Exhibitor by reason of such Show cancellation or closing.

It is further agreed that should a postponement and/or relocation of the Show be advisable, later Show dates may be selected and set and/or a new location of the Show may be selected within a reasonable time, all at the discretion of Show Management. It is further understood that should a change of announced Show dates and/or location be considered advisable in the opinion of Show management, such change(s) may be affected by Show Management without working an alternation of the terms or conditions of this contract.

Exhibits are to be installed and removed at the expense of the Exhibitor, and shall remain in place until after closing of said Show.

The Show Management reserves the right in its sole discretion to restrict and prohibit exhibits which are, or may become objectionable and may prohibit any item or items which in the opinion of the Show Management are not within the theme of the Show; this right to restrict and prohibit includes as well the conduct of persons.

The Exhibitor shall neither assign this contract nor sublet in any fashion any part of the space herein specified.

This Show, its Sponsors, Endorsers, The Texas State Arts & Crafts Educational Foundation, City of Fredericksburg, its employees, its board members, its volunteers, collectively or individually, shall not in any way be liable, or required to maintain insurance for any damage or loss, regardless of the cause of the same, to either the person or property of the Exhibitor or his employees or representatives, and the Exhibitor hereby especially waives any such claims.

The actual occupancy of the space contracted for by the Exhibitor is of the essence of this contract, and in the event the Exhibitor does not occupy its space, or fails to comply in any other respect with the terms of this contract, or at any time in advance of Show opening in any manner advises the Show Management that the Exhibitor does not intend to occupy its space (the same being represented to be a final decision), Show Management shall have and hereby is given the right, without further notice to the Exhibitor, and without waiver by Show Management of any of its rights and remedies otherwise accorded it hereunder, to occupy or cause said space to be occupied in any manner deemed best by Show Management without such occupancy working a forfeiture of the sums paid and to be paid and the covenants to be performed by the Exhibitor under the terms of this contract. In connection therewith, the Exhibitor expressly agrees to pay as liquidated damages the full sum agreed to be paid for said space, regardless of whether or not it is occupied by the Exhibitor, together with a reasonable attorney's fee and cost of court if collection of any portion of sums due hereunder reasonably require the actual services of an attorney or suit.

The Show shall have and hereby is given, a lien on all property on exhibit at the Show at any given time by the Exhibitor to secure the payment of all sums due by the Exhibitor under the terms of this contract, and such lien may be enforced by and at the exclusive discretion of the Show Management for the non-payment of any sum due, Show Management is hereby being granted the right to retain such property and to sell the same at public or private sale after 24 hours notice in writing of the time and place of sale given by certified mail to the Exhibitor at the address of Exhibitor shown on the contract. Show Management may be purchaser of such property at such sale.

All actions upon this contract shall be brought in Kerr County, Texas, and the laws of the State of Texas shall govern the interpretation and application of the terms hereof.