

# LE GARAGE SALE

le garage boutique sale austin contract  
September 4/5/6, 2010

**Please print. This contract is between the stated party and le garage boutique sale.**

Business Name: \_\_\_\_\_ Tx Sales Tax Permit # (Required) \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone # \_\_\_\_\_

## **Exhibition Space Agreement**

le garage boutique sale(Lessor) hereby leases to Exhibitor exhibit space for the event identified in the Application submitted by Exhibitor subject to the terms of that Application, the following terms and conditions, all information sheets issued within a reasonable time before each show and all city, county, state and federal laws which, although they may not be referred to herein, are specifically made a part of this agreement.

Exhibitor agrees to pay Lessor the amounts set out in the Application for use of this exhibit space. It is understood that the exhibit space provided to Exhibitor shall be one of many exhibit spaces comprising a given sale event.

## **Terms and Conditions**

01 All merchandise and displays will be subject to Lessor's approval. Lessor reserves the right to cancel a booth reservation prior to an exhibition or require alteration, replacement and/or removal of any merchandise, product, activity or exhibit from an event which lessor in its sole discretion deems to be detrimental to or inconsistent with the quality theme or dignified image of the exhibition.

02 Lessor shall organize, promote and lease exhibit space for the exhibitions described on the show application, An exhibition information sheet will be attached to this contract. The information sheet will contain information on the event costs, exhibition times and set up requirements.

03 Lessor will provide media advertising for each exhibition. Exhibitors will be provided with appropriate materials (professionally designed emails etc) which they are required to provide to their clients in a timely manner.

04 Lessor reserves the right to assign all space locations and make space assignment changes prior to the exhibition opening as may become necessary to be consistent with good exhibition management procedures.

05 Lessor is not responsible or liable for the loss of or damage to Exhibitors property from theft, mysterious disappearance, damage by fire water accident or any other cause.

06 Lessor makes no representations or warranties not expressly set forth herein.

07 Exhibitor agrees to have exhibit set up complete and clean at least fifteen minutes prior to the opening of each sale day and to keep the exhibit open during all hours the exhibition is open to the public.

08 Exhibitor agrees to keep the exhibit within the boundaries of the space leased and arrange the exhibit in such a way as to avoid interference with other exhibits. Failure to comply with this provision will result in additional charges for space used.

09 Exhibitor agrees to be responsible for the payment of any damage charges assessed by the exhibit hall for failure to observe the rules and regulations for the construction and operations of his/her exhibit.

10 Exhibitor accepts complete responsibility for his/her exhibit and its safety and agrees to conduct his/her activities on the exhibition premises so as not to endanger any person lawfully therein; Lessor shall have no responsibility for damages to the exhibit caused by fire, robbery, accident or any other destructive cause. Exhibitor also accepts total responsibility for any and all injuries to exhibitor, his/her family, officers agents, employees or other representatives while they are on the exhibition premises and for any injuries to other persons that may occur within the confines of the exhibit or which are caused in whole or part by exhibitors products or exhibit or by exhibitor, his/her family, officers, agents, employees or other representatives.

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11 Refunds will not be made unless an exhibition is not held for reasons other than the malfeasance of the lessor e.g.. due to disaster, flood, fire etc. In such a case, fees received less all expenses of the exhibition, including but not limited to advertising, rental of the facilities, insurance, utilities, advertising and promotion and other related expenses will be refunded to exhibitor on a pro-rata basis.

12 Should exhibitor fail to comply in any material respect with the terms of this agreement, the payments made to the time of the breach shall be retained by lessor as liquidated damages and lessor shall have the right to reassign contracted space without further notice or to make such use of the space as lessor deems to be in the best interest of the exhibition.

13 Exhibitor agrees to indemnify, defend and protect lessor against and hold and save Lessor harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any of exhibitors merchandise or from any action or failure to act by lessor or any of his/ her family, officers, agents, employees or other representatives, including but not limited to claims of damage or loss, harm or injury or any of his her family, officers, agents, employees or other representatives including but not limited to claims of damage or loss, harm or injury to the person or property of Exhibitor or any of his/her family officers agents employees or other representatives or of third persons.

14 Should acts of God, work stoppage or any other cause not within control of lessor make it impossible for the exhibition to be held or the particular exhibit area to be occupied by exhibitor then lessor, its officers and employees are jointly released from any and all claims which may have arisen in consequence thereof. Lessor shall determine and refund to exhibitor his proportionate share of applicable payments. Lessor shall determine and refund to exhibitor his proportionate share of applicable payments for the exhibit space received as provided in paragraph 15 above. In no event shall lessor be liable for loss of profits, business or any other damage to exhibitor through cancellation for such causes.

15 It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both parties.

16 Exhibit space will be reserved and booth numbers assigned when show application is accepted by lessor and payment is made in full.

17 Exhibitor agrees that his/her submitted show application, the information sheet and the confirmation sheet issued to confirm reservations in the exhibitions referenced on the show application along with the terms and conditions herein are made a part of this agreement and that he/ she has read.

Initial \_\_\_\_\_ Exhibitors may not sell, lend, give or otherwise sub-let their space.

Initial \_\_\_\_\_ Exhibitors must remain set up and open for business for the entire duration of the event.

Signature of exhibitor \_\_\_\_\_ Date \_\_\_\_\_

le garage boutique sale \_\_\_\_\_ Date \_\_\_\_\_