



Rain Shadow Fly Fishing Promotions LLC
 d/b/a Texas Fly Fishing & Brew Festival
 6729 Eckert Ct
 Warrenton, VA 20187
 703-402-8338

www.txflyfishingfestival.org

2019 Texas Fly Fishing & Brew Festival Non-Profit Application & Contract

Contact Name:

_____ Last Name First Name

Exhibitor Name:

Business Address:

_____ Street City State
 Zip

Bus. Phone (incl. area code): _____ Cell: _____ Email: _____

2019 Exhibitor <i>Indoor</i> Festival Space*	_____ booths @ \$225 per booth <u>if paid in full by December 1, 2018:</u> _____ booths @ \$325 each after December 1, 2018 (if available) Non-Profits must pay in full when submitting contract.	\$ _____
2010 Exhibitor <i>Outdoor</i> Festival Space**	_____ booths @ \$1050 each if payment is received by December 1, 2018 _____ booths @ \$1250 each after December 1, 2018	\$ _____ _____ N/A _____ -
	_____ Request electrical service.\$75	\$ _____
	Non Profit groups must pay in full by check.	\$ _____
*Indoor festival space fee includes one (1) 10' x 10' booth space, Wi-Fi, one (1) table, and two chairs. **Outside festival space fee includes one 20' x 20' space.		TOTAL: \$ _____

PAYMENT INFORMATION

- **Check or Money Order: Make payable to Texas Fly Fishing Festival Inc**

**2019 Texas Fly Fishing & Brew Festival Application & Contract
March 23-24, 2019**

This agreement (hereinafter called the "Agreement") is between Rain Shadow Fly Fishing Promotions LLC d/b/a Texas Fly Fishing Festival Inc (hereinafter called "**Promoter**") and _____ (hereinafter called "**Exhibitor**").

Print business name here

General Terms

1. Promoter hereby engages Exhibitor, and Exhibitor accepts such engagement, to furnish the presentation herein described upon the terms and conditions herein set forth.
2. Exhibitor agrees to attend the Texas Fly Fishing & Brew Festival on **Saturday, March 23, 2019** and **Sunday, March 24, 2019** from 9:00 AM to 5:00 PM each day (hereinafter called the "**Event**"). Exhibitor shall be ready at 8:30 AM each morning and shall not begin to close until 4:30 PM each afternoon.
3. Exhibitor agrees to pay **\$225** per 10' x 10' indoor space if payment is received on or before **December 1, 2018**. After **December 1, 2018**, Exhibitor agrees to pay **\$325** per space.
4. Exhibitor agrees to pay **\$1050** per 20' x 20' outdoor space if payment is received on or before **December 1, 2018**. After **December 1, 2018**, Exhibitor agrees to pay **\$1250** per space. If Exhibitor is displaying outdoors, Exhibitor shall have the right to set up a tent ONLY with the prior written consent of Promoter (which may be withheld in Promoter's sole discretion) and shall not have banners or signs that measure in excess of 6 inches by 36 inches without the prior written consent of Promoter (which may be withheld in Promoter's sole discretion). Exhibitor shall be solely responsible for securing its space and products at the conclusion of each day.
5. Exhibitor may reserve no more than 3 spaces adjacent to each other unless prior written permission is granted by Promoter in its sole discretion. All exhibits and possessions of the Exhibitor must be removed from the Event no later than 6:00 PM on March 24, 2019.
6. The Promoter reserves the right to determine in its sole discretion the types and number of exhibitors and their space placement at the Event in order to ensure a well-balanced representation of exhibitors, an even flow of traffic, or maintain Event character.
7. Exhibitors making over the counter sales must provide purchasers with a receipt specifying exactly the item or service purchased and the price paid for the item or service. Collection of applicable sales tax is the responsibility of Exhibitor making the sale. It is the responsibility of the Exhibitor to contact the Texas State Comptroller's office to obtain a Texas State Sales Tax Permit. The Sales Tax Permit number will need to be given to the Promoter to keep on file. All tangible item sales are taxable.

Reproduction of Festival Activities for Promotion

1. Promoter reserves the right to use images of Exhibitor's presence at the Event for noncommercial and archival purposes at no cost to Promoter.
2. Promoter reserves the right to use or permit others to use Exhibitor's name and likeness in connection with promoting the Event described hereinabove and subsequent activities and purposes of Promoter, at no cost to Promoter but not for any use which constitutes endorsement of any commercial product or service.

Indemnifications for Loss, Injury or Damage

1. Exhibitor covenants and agrees to indemnify, defend and hold Promoter harmless in full for, from and against all liability (including liability in tort or contract, whether strict or otherwise), damage (whether direct, indirect, consequential, punitive, incidental, special or otherwise), obligation, loss, penalty, fines, claims, suits or other proceedings, costs, disbursements and expenses (including legal and other professional fees and disbursements) incurred by or asserted against Promoter which in any way arise out of or in connection with or are incidental to this Agreement. **Exhibitor acknowledges that the obligations set forth in this paragraph obligate Exhibitor even if the liabilities, obligations, losses, penalty, fines, claims, suits or other proceedings and costs and expenses arose out of a claim, cause of action, or suit that is based on or alleged to be based on the Promoter's negligence, gross negligence or strict liability of Promoter.**
2. Notwithstanding anything herein to the contrary, Exhibitor shall be liable for all copyright royalties, state sales tax and fees and defend, and hold harmless the Promoter against any and all costs, loss, damages, attorney fees and/or claims of infringement or violation of any copyright or proprietary rights related to the involvement of the Exhibitor with the Event.

Standards of Conduct

1. In the event that the Exhibitor is deemed to be under the influence of intoxicating beverages or illicit drugs and is unable to perform in a professional manner, in the sole discretion of the Promoter, the Promoter may terminate this Agreement. In such case, the non-refundable Exhibitor's fee will be retained by the Promoter. In the event the Event is held, and the Exhibitor fails to appear, there will be no refund of Exhibitor's fees. Any such cancellation shall be without prejudice to Promoter's other rights and remedies hereunder.
2. Exhibitor understands that the Event is an event designed to promote the quiet sport of fly fishing and to provide a "marketplace" for the exchange of products and services. It is understood by all parties that the conduct of commerce be handled in the usual and customary manners dictated by the wider fly fishing industry. As such, the Promoter in its sole discretion may cancel this Agreement without refund of exhibitor fees if the manner of conduct by Exhibitor is deemed inappropriate by Promoter in its sole discretion. Actions that would cause such a cancellation may include, but are not limited to, collusion between exhibitors and/or internal and/or external parties for the purpose of price fixing, limiting the sale of goods and services, swapping of tables between exhibitors without the express written permission of Promoter, "dumping" of products and any other practice/activity deemed inappropriate by the Promoter in its sole discretion.
3. Exhibitor agrees to comply with all applicable federal, state and local laws and regulations and to pay all taxes imposed by law in connection with its participation in the Event.
4. **Exhibitor consents to Promoter's unfettered right to prohibit any exhibit, Exhibitor or proposed exhibit that, in Promoter's sole opinion, is not suitable for the Event. Promoter may exercise this reserved right at any time prior to or during the Event. The reservation concerns entities, persons, items, audio or visual recordings, images, printed matter, conduct and all other things that may affect the Event, Promoter or the fly fishing industry.**
5. Promoter may remove any Exhibitor from the Event who, in the sole opinion of Promoter, (i) breaches any of the provisions of this Agreement, (ii) causes a disruption of the Event by said Exhibitor's conduct or behavior after receiving a verbal warning against such continued conduct or behavior, (iii) engages in conduct or behavior that endangers the health, safety or well-being of any other exhibitor, attendee, volunteer, or Event vendor, or (iv) violates any rules, policies or procedures set forth in this Agreement or hereinafter adopted by Promoter. If Promoter exercises its right to prohibit any exhibit, Exhibitor, or proposed exhibit, and any such right is exercised at least 60 days prior to the then upcoming Event, Promoter shall

refund to Exhibitor any space payment made by Exhibitor. Exhibitor acknowledges and agrees that Exhibitor is not entitled to any other payment, refund, or damages which may result from, or be caused by, Promoter's exercise of said right.

6. Non-Exhibitor solicitation is strictly prohibited. Exhibitors can distribute literature and materials from their space only. Exhibits, which include the operation of audio/visual or lighting equipment, must be arranged so the noise/light from said equipment will not annoy or disturb any nearby exhibitors or attendee. No fund-raising activities by Exhibitor, including but not limited to raffles, will be allowed in Exhibitor space or any part of the Event. Exhibitor and its agent(s) shall not injure or deface the ceilings, walls or floors of the building and property housing the Event space. The Exhibitor will be liable if such damages occur.

Limitation of Liability

Notwithstanding any remedy at law available to Exhibitor, the Promoter's liability on any claim (exclusive of claims for personal injury based solely upon negligence of the Promoter) arising out of or connected with this Agreement or participation in the Event shall in no event exceed the total Exhibitor fees paid hereunder. Exhibitor hereby expressly releases and waives any and all claims against Promoter, its agents, employees, officers, directors, members in consideration of the mutual agreement of the parties and the opportunity of Exhibitor to exhibit at the Event. Promoter is not liable for consequential, incidental, indirect, special or exemplary damages, known or unknown, including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of substitute facilities, equipment or use thereof, or claims by customers of Exhibitor for such damages. Exhibitor acknowledges and agrees Promoter is not responsible for theft or loss of Exhibitor's merchandise, promotional materials, space materials or personal property. Exhibitor is encouraged to acquire appropriate insurance to cover any and all theft or loss, and to take all steps necessary to protect and secure Exhibitor's merchandise, promotional materials, booth materials and personal property. All spaces must satisfy all City of Plano and Plano Fire Department requirements.

Cancellation

If the Event is cancelled in its entirety by the Promoter for any reason, the non-refundable Exhibitor's fee will be returned within 60 days of cancellation, with the exception of a \$100 (one hundred dollars) administrative fee, which will be retained by the Promoter. In the event any portion of the Event is held, there will be no refund of Exhibitor's fees.

Non Performance Not a Default

Neither Exhibitor nor Promoter shall be liable for failure to appear, present, or perform if such a failure is caused by, or due to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of Exhibitor or Promoter which prevent the entire Event from being held. In such case, the non-refundable Exhibitor's fee will be returned within 60 days of the scheduled Event, with the exception of a \$100 (one hundred dollars) administrative fee, which will be retained by the Promoter. In the event any portion of the Event is held, there will be no refund of Exhibitor's fees. Exhibitor agrees to indemnify and hold harmless Promoter, and its subcontractors, employees, officers, directors, agents, volunteers, representatives, and all in privity with them, from any and all property damage, loss of business, loss of business opportunity, disruption of business, or lost profits arising from or caused by any condition at the Event, act of God, force of nature or any other events or circumstances outside of the control of Promoter, including, but not limited to, power outages, telephone outages, internet wireless outages, floods, water damage or leaks, riots, or act of terrorism.

Additional Provisions and Interpretation

1. Promoter reserves the right to impose any additional rules or regulations, or to set special rental fees and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the Event and Promoter, and such regulations shall be binding on Exhibitor.
2. Promoter and Exhibitor each represents, warrants and covenants that it has full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on its part to be observed or performed.
3. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a document signed by both parties.
4. THIS AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE EXCLUSIVE VENUE FOR ANY ACTION SHALL BE DALLAS COUNTY, TEXAS. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. Except for assignees of assignments permitted pursuant to the terms hereof, none of the provisions of this Agreement shall be for the benefit of or enforceable by any person or entity not a party hereto. Exhibitor shall not assign this Agreement or any rights hereunder, and any such attempt to assign this Agreement or any rights hereunder shall be void.
6. This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. This Agreement may be executed by signature(s) transmitted by facsimile.
7. The titles and headings of the paragraphs in this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of the paragraphs and shall not be given any consideration in the construction of this Agreement.
8. All notices required hereunder shall be given by telephone (confirmed in writing) or shall be in writing and personally delivered or sent by facsimile transmission, reputable overnight delivery service or certified United States mail, postage prepaid, and addressed to the respective parties at their addresses set forth below, or to such other address as any party shall hereafter inform the other party by written notice given as aforesaid. All written notices so given shall be deemed effective upon receipt or, if mailed, upon the earlier to occur of receipt or the expiration of the fourth day following the date of mailing.
9. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.
10. Notwithstanding anything herein to the contrary, the provisions contained in Reproduction of Festival Activities for Promotion, Indemnification for Injury and Damage and Limitation of Liability shall survive the termination of this Agreement.
11. Notwithstanding anything herein to the contrary, Promoter shall not be liable for any items of Exhibitor stolen, lost or damaged during or related to the Event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year herein below mentioned, and this Agreement shall be

effective ONLY if Promoter receives from Exhibitor this signed Agreement and payment of all Exhibitor fees on or before twenty (20) days prior to the Event date, and Promoter acknowledges in writing to Exhibitor its acceptance of this Application and Contract. By Exhibitor's authorized signature below, Exhibitor acknowledges that Exhibitor has read, understands and will abide by the terms and conditions of this Agreement and understands that a space is reserved only with receipt of full payment and acceptance by Promoter of this Agreement.

EXHIBITOR

By: _____

Its: _____

Date: _____

PROMOTER

By: Rain Shadow Fly Fishing Promotions LLC
d/b/a Texas Fly Fishing Festival Inc

Its: _____

Date: _____

Please **MAIL application, contract, and remittance to:**

Rain Shadow Fly Fishing Promotions LLC
6729 Eckert Ct
Warrenton, VA 20187

Or **SCAN** and **EMAIL to:** fishutopia@comcast.net