

APPLICATION AND CONTRACT FOR EXHIBIT SPACE

Silos at Freiheit • December 15th • Freiheit Village, New Braunfels, Texas

Winterzeit: Friday December 15th from 5PM to 10PM



After reading this contract and the terms and conditions found on the reverse side, complete the spaces below. Sign and return the entire form to Silos at Freiheit, LLC along with your payment. Space will not be reserved and contract will not be processed until payment is received.

Exhibiting Organization 1 _____

Exhibit Contact _____ Title _____

Street Address _____

Contact Address _____

City/State _____ Zip _____

City/State _____ Zip _____

Telephone _____

Telephone _____

Fax _____

Fax _____

Corporate Website URL _____

E-mail Address (REQUIRED) _____

- Exhibitor hereby makes application for exhibit space at the 4th Annual Winterzeit Festival.
- Exhibitor understands that this application becomes a contract when signed by Exhibitor and accepted by Silos at Freiheit.
- Exhibitor agrees to abide by the conditions of this contract, including the attached "Exhibit Terms and Conditions."

Indicate choices in order of preference by designating selected booth numbers:

1. _____ 2. _____ 3. _____

BOOTH IDENTIFICATION SIGN: Exhibiting Organization _____

City, State _____

LIST ALL PRODUCTS BEING SOLD and/or DISPLAYED: _____

PAYMENT (select a package): _____ 1 - 10'X10' Booth - \$75.00 | _____ 2 - Middle Gazebo (Sponsor Package) - \$1,500.00

BILLING INFORMATION:

Organization: (if different than Exhibitor) _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

We have enclosed: Check # _____ (payable to **Silos at Freiheit, LLC**) Tax ID 85-3462734 P.O. # _____

Credit Card: MasterCard VISA AMEX Account # _____ Exp. _____

Cardholder's Signature _____

Mail contract with payment to: Silos at Freiheit, LLC, 4778 Old Hwy 81, New Braunfels, TX 78132-4903

Authorized Signature _____

Date _____

For office use only - Booth Assignment

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EXHIBIT TERMS AND CONDITIONS

Use of Space: All demonstrations or other activities of Exhibitor must be confined to the limits of the exhibit booth. Exhibitor shall not assign, share, or sublet any of the space allotted to Exhibitor without the written consent of Silos at Freiheit, LLC. Exhibitor shall not exhibit goods other than those manufactured or sold by Exhibitor in the regular course of business. Exhibitor shall not display or place any product, sign, partition, apparatus, shelving, or other construction which extends more than ten (10) feet above the floor. Exhibitor shall not interfere with the light or view of other exhibitors.

Sales and Solicitations: Over-the-counter sales by Exhibitor are permissible. Lists of goods to be sold are to be approved by Silos at Freiheit, LLC. (please list everything you are selling on application). Licenses, taxes to sale, payment of sales tax, and other legal business requirements are the responsibility of the exhibitor. Purchasers of goods must be furnished with a bill of sale or receipt. Exhibitor shall not authorize solicitations of business or conferences in the interest of business by firms other than Exhibitor.

Giveaways, Promotions, and Drawings: Exhibitors are permitted to give-away small, inexpensive novelties and literature describing their products and/or services. Prize drawings, lotteries, raffles, or games of chance must be approved in advance by Silos at Freiheit, LLC. All of the above activities must take place within an Exhibitor's assigned booth space. Exhibitors may not distribute printed advertising outside of the exhibit space for which they have contracted.

Selection of Exhibitors: Silos at Freiheit may prohibit an exhibit by Exhibitor which Silos at Freiheit, LLC deems inappropriate, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.

Restrictions in Operation of Exhibits: Silos at Freiheit, LLC may restrict exhibits by Exhibitor which, because of noise, method of operation, materials, or any other reason, become objectionable, and also to prohibit any exhibit which in the opinion of Silos at Freiheit, LLC may detract from the general character of the exhibits as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character which management determines is objectionable to the exhibit area. In the event of the exercise by Exhibitor of such rights, Silos at Freiheit, LLC shall not be obligated to refund any exhibit rental.

Liability: The Exhibitor assumes full responsibility and liability for damages to persons or property connected with the Exhibitor's display or caused by the Exhibitor's agents or employees. Exhibitor agrees to hold harmless, indemnify, and defend the Silos at Freiheit, LLC, and their respective employees and agents against any claims or expenses arising out of the use of the exhibition.

Exhibit Staffing: Exhibitor's booth must be staffed and open during all exhibit hours in which the event is open on Friday, Dec 15. **No dismantling is permitted** until exhibit hall closing time on Friday, Dec 15, at 10PM CST. Failure to observe these rules will jeopardize the Exhibitor's space assignment and/or the right to exhibit at future Silos at Freiheit, LLC events.

Refund: Refund of the Exhibitor's Booth Payment will be made in the event Silos at Freiheit, LLC does not accept Exhibitor's Application and Contract. In the event that Exhibitor desires not to occupy the contracted space, Exhibitor shall promptly notify the Silos at Freiheit, LLC in writing. Cancellation of exhibit space prior to thirty days before the opening date of the exhibit will result in 25 percent of the full exhibit price being retained by Silos at Freiheit, LLC; between thirty and fifteen days, 50 percent will be retained. No refund will be made for cancellation after fifteen days prior to the opening of the exhibit.

Governmental and Other Requirements: Exhibitor hereby agrees to comply with all applicable governmental statutes, rules, and regulations and to comply with the terms and conditions of Silos at Freiheit, LLC's contract with the owner of Property where the Silos at Freiheit, LLC Event is being held.

Insurance: If Exhibitor wishes to insure its exhibit materials, goods, and/or wares of exhibits against theft, damage by fire, accident, or loss of any kind, it must do so at its own expense. In the event that any insurance carried by either Silos at Freiheit, LLC or Exhibitor, covering losses arising out of damage to or destruction of the Property or its contents, permits a waiver of rights of subrogation against Silos at Freiheit, LLC or Exhibitor, as the case may be, Silos at Freiheit, LLC and Exhibitor each hereby waives its right of recovery against the other for any loss covered by such insurance to the extent allowed by the insurance policy.

Signature X _____

Today's Date _____