



**State of Texas
County of Harris**

CONTRACT FOR DEALERS PARTICIPATING in DASH Market from **April 28-May 1, 2022.**

BE IT KNOWN that the following is a Contract between Design Antiques Show Houston, L.L.C. also known as DASH, of Houston, Texas and DEALER or designated representative named below.

WHEREAS, DEALER and DASH agree to abide by the stipulations set out below in this Contract during the planning and execution of DASH/Design Antiques Show Houston, L.L.C., 22 East Rivercrest Dr., Houston, TX 77042.

DATES/LOCATION:

DASH will take place **April 28-May 1, 2022**, at Post Oak Plaza, 1751 Post Oak Blvd, Houston, TX, 77007. (San Felipe & Post Oak)

DASH Market HOURS:

DEALER agrees to move-in and arrange merchandise between the hours assigned to them by the DASH team and remove merchandise by 9:00 pm on Sunday. DEALER, or their designated representative, is required to be in booth during all times that DASH is open to the public.

DEALER EARLY MOVE-IN (ASSIGNED)	Wednesday, Apr 27	10 am - 4 pm
DEALER MOVE-IN	Thursday, Apr 28	9 am - 4 pm
FIRST DASH PREVIEW PARTY	Thursday, Apr 28	6 pm - 9 pm
SHOPPING/OPEN TO PUBLIC	Friday, Apr 29	10 am - 5 pm
SHOPPING/OPEN TO PUBLIC	Saturday, Apr 29	10 am - 5 pm
SHOPPING/OPEN TO PUBLIC	Sunday, Apr 30	10 am - 5 pm
*DEALER MOVE-OUT	Sunday, May 1	5 pm - 9 pm

***NO EARLY BREAKDOWN OR MOVE OUT IS ALLOWED, NO EXCEPTONS**

MERCHANDISE:

Dealer merchandise must be displayed within rented booth space. Merchant is not allowed to substitute merchandise that differs substantially from that which has been reviewed and approved by DASH.

BOOTH SHARING:

DASH will permit DEALER to share a booth space with another DEALER, on a case by case basis; however, DEALERS must receive permission from DASH for sharing and/or sub-letting any portion of their booth space and must submit a booth sharing form along with the signed Contract. Any ancillary financial arrangements for sharing booths must be made between DEALERS.

BOOTH RENTAL:

All booth fees are **due with your contract**. If the total booth rental fee is not paid, DASH may, at its option, cancel the Contract and DEALER will forfeit all paid fees and rentals.

CANCELLATIONS:

Booth Rental Fees will be returned to DEALER only if cancellation is received sixty (60) days prior to the opening of DASH Market. If DEALER cancels or fails to arrive on the designated day for the show, all booth rental fees will be forfeited. If the total booth rental fee is not paid one month prior to DASH Market, DASH may at its option; cancel the Contract and the dealer will forfeit any previously paid fees and rentals. Such rental fee shall be refundable only under the terms and conditions set out herein.

SALES TAX PERMITS:

All Dealers must have a current TEXAS SALES TAX PERMIT on file prior to show, whether permanent or temporary, or a copy of their 501(c)(3) tax exempt status. Contact the Texas Sales Tax Office at 1-800-531-5441 or by e-mail at www.window.state.tx.us. A copy of either a tax-exempt status or a TEXAS SALES TAX PERMIT must be provided to DASH as a requisite of this contract.

FOOD VENDORS:

All food vendors must obtain a current TEMPORARY FOOD PERMIT from City of Houston Health Department if they plan to sell or distribute any type of food item. Contact: 713-794-9200. A copy of the permit must be provided to DASH prior to move-in.

BOOTH AMENITIES:

Merchants are responsible for their own walls, shelving, displays, fixtures, décor, and other items needed to exhibit merchandise in their booth. DASH will provide the following in each booth:

1. Electrical power via outlets. Note: Extension cords, etc. will NOT be provided.

WALLS:

DASH will NOT provide walls for dealers and is not responsible for setting up walls, safety of walls, or removal of walls. Walls are not required at DASH Market.

SECURITY:

DASH shall arrange for appropriate security during the market, however, notwithstanding such arrangements, DASH shall assume no responsibility for loss, theft, damages or any injury from any causes whatsoever, including but not limited to, the transporting, packing, unpacking, and/or insuring DEALERS' property or merchandise. Silver Street Studios provides controlled access overnight parking for dealer trailers.

SALES:

DASH makes no warranties with respect to merchandise, and will have no responsibility with respect to the collection of unpaid accounts, returned checks, or return of merchandise. DASH makes no representation or warranties as to the volume of traffic or as to the volume of sales DEALER can expect during market.

INSURANCE:

DEALERS must carry a minimum of \$1,000,000 general liability insurance policy as well as an insurance policy covering merchandise and other properties. Design Antiques Show Houston, L.L.C. will not be responsible for, or be required to reimburse dealer or to replace any goods, including merchandise, display and décor, which is damaged or lost during the run of the show. Please see Dealer Packet for information regarding purchasing necessary insurance[LE3].

LIABILITY/INDEMNIFICATION:

DEALER assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by DEALER, its agents and employees, and its subcontractors, their agents and employees, regardless of whether such claims or actions are founded in whole or in part upon alleged negligence of DASH (Design Antiques Show Houston, L.L.C.), KIMCO Realty or the employees, agents, invitees, or licensees thereof. DEALER further agrees to indemnify and hold harmless DASH, their representatives, and any employees, agents, invitees and licensees thereof from any and all losses, damages, claims, causes of actions, liabilities and expenses arising out of any such matters and agrees to defend any claim or suit or action brought against DASH, their representatives, employees, agents, invitees, and licensees thereof.

CANCELED SHOW:

DASH (Design Antiques Show Houston, L.L.C.) may cancel market, prior to **March 28, 2022**, for any reason. The only liability of DASH, in the event of such cancellation, shall be the return of booth rental fees. In case DASH (Design Antiques Show Houston, L.L.C.) is prevented from managing the show for any reason, or if the show site or any part thereof, shall be damaged by fire or any other cause, including acts of God, either before or during the show, DEALER waives any claims for damages or compensation, which might arise by reason, thereof. DASH management reserves the right to make other changes, and to establish further regulations regarding the show at its sole discretion, and deems necessary, and upon notice to the dealer, all said actions shall become part of this contract and binding on the parties hereto.

NAME OF BOOTH _____

(PLEASE PRINT YOUR BOOTH NAME AS YOU WISH IT TO APPEAR ON YOUR BOOTH SIGN AND ON ADVERTISEMENTS)

Owner Name _____

Owner Address _____

City _____ State _____ Zip _____

Bus. Phone _____ Cell Phone _____

EMAIL ADDRESS: _____ WEBSITE: _____

Please list all types of merchandise that you are bringing:

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Merchant is not allowed to substitute merchandise that differs substantially from what was reviewed and approved. If you are sharing or subletting part of your booth, you MUST submit a Booth Sharing Form for approval by DASH.

NEW MERCHANTS must include a copy of sales tax permit or 501 (c)(3) with signed contract.

Merchant Sales Tax # _____ State _____