

## ADDITIONAL TERMS AND CONDITIONS

Dealer and The City of Montgomery agree as follows:

1. The City of Montgomery shall promulgate rules and regulations for the event and dealer agrees to abide by such rules and regulations.
2. No packing shall be permitted prior to the close of the event on Saturday. We do require vendors to be open all operating hours and days of the event.
3. All tents/EZ-Ups/Canopies brought by dealer must be securely anchored. If you are located in the Community Center grassy area, you are not allowed to anchor into the ground due to water lines. We suggest using sand bags or another type of weight system.
4. Dealer "spill over space" is not allowed without prior approval from the City of Montgomery.
5. Security guard services will be provided by the City of Montgomery at night.
6. Tables, chairs and electricity will not be provided to dealer unless requested by dealer in the Dealer Contract.
7. The City of Montgomery will select the location of the dealer's booth. We will do our best to accommodate everyone's request for booth location but CAN NOT guarantee it.
8. All fees must be paid in full to The City of Montgomery by August 1, 2021.
9. Pets are not permitted in indoor areas of the Quilt Walk at any time. City of Montgomery leash laws require pets to be on a leash in outdoor areas of the City. Pet owners are responsible for cleaning up after their pets.
10. There will be no smoking in the tents or indoor areas.
11. The City of Montgomery reserves the right to reject any Dealer Contract, and a Dealer Contract is only binding upon execution by the City of Montgomery.
12. We CAN NOT guarantee exclusive rights to any product.
13. Electricity may not be available at all booth locations. If electricity is required, dealer must provide a grounded outdoor extension cord and mark the proper box requesting electricity on the Vendor Contract.
14. Dealer agrees to comply with the move-in/move-out instructions, hours of operation and other rules as set forth in the rules and regulations, which will be promulgated by the City of Montgomery and made available to dealer prior to the Quilt Walk. The City of Montgomery (including its Quilt Walk management and volunteers) are not responsible for loss or breakage.
15. There will be no camping on site in the downtown area of Montgomery.
16. INDEMNIFICATION: Dealer agrees that in consideration for booth space, dealer, in his/her individual capacity, assumes the entire responsibility and liability for losses, damages and claims arising out of dealer's activities on the premises and shall indemnify, defend, and hold harmless the City of Montgomery, and its agents, servants, employees and volunteers from any and all losses, damages, claims, actions, liabilities, expenses, costs and reasonable attorney's fees, which they may incur as a result of negligence or acts of omissions of dealer. Further, the dealer agrees that dealer releases the City of Montgomery from all claims, demands or liabilities for any loss, injury or damage to dealer's person and/or property.
17. CANCELLATION OF THE ENTIRE SHOW: In the event the Quilt Walk cannot be held due to acts of God, strikes, work stoppage, fire or any other cause not within the control of The City of Montgomery, then dealer releases the City of Montgomery from all claims that may arise in consequence thereof. In such event, the City of Montgomery shall apply the dealer's total amount paid to date toward the following year's Quilt Walk.

By signing this contract, the dealer agrees to comply with all terms and conditions stated.

Dealer Signature: \_\_\_\_\_

City of Montgomery Approval: \_\_\_\_\_

Dealer Printed Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**The City of Montgomery**  
**101 Old Plantersville Rd, Montgomery, Texas 77316**