

**November 22-24, 2019**  
**EUREKA SPRINGS - ARKANSAS**



**General Admission: (\$6)**  
**Friday: Noon - 6pm**  
**Saturday 9am - 5pm**  
**Sunday 10am - 4pm**

Name: \_\_\_\_\_  
 Business Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_  
 Mobile Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Our primary mode of communication is via email.**

**CHECK HERE \_\_\_\_\_ if you prefer to receive any updates via phone/regular mail.**  
**CHECK ONE: Do you receive text messages at the above number? \_\_\_\_\_ YES \_\_\_\_\_ NO**

**10 x 10' Upper Level Spaces: \$165 Each** ..... \_\_\_\_\_ x \$165 = \_\_\_\_\_  
**10 x 10' Lower Level Spaces: \$100 Each** ..... \_\_\_\_\_ x \$100 = \_\_\_\_\_  
*(2-level venue with elevator/stairs. Ground level unload on both floors. Main public entry on upper level. This is a smaller show and we make sure attendees are aware there are two floors.)*

**TABLES 8' (Optional)** ..... \_\_\_\_\_ x \$10 = \_\_\_\_\_  
**ELECTRICITY (Optional)** ..... \_\_\_\_\_ x \$20 = \_\_\_\_\_

**TOTAL CHARGES** ..... = \_\_\_\_\_  
**Deposit Due Enclosed** ..... = \_\_\_\_\_  
*(Minimum 1/2 of total on previous line; balance due at check-in)*

**NO SPACES HELD WITHOUT DEPOSIT**

Check # \_\_\_\_\_ OR  
 Visa/MC/Disc/Amex \_\_\_\_\_  
 Exp Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

*Please DO NOT Send Cash Via Mail*

*If using credit card as payment: By signing here, I authorize Heritage Event Company, LLC to charge my credit card for the payment amount due above as payment for renting booth exhibit space and/or equipment rental at the November 15-17, 2019 Eureka Springs Antique Festival of the Ozarks.*

Signature Authorizing Charge: \_\_\_\_\_

MAKE CHECKS PAYABLE TO: HERITAGE EVENT COMPANY LLC  
 6050 Stetson Hills Blvd., Ste 327  
 Colorado Springs, CO 80923

**THE FOLLOWING TWO PAGES**

**MUST BE SIGNED AND SUBMITTED IN ADDITION TO TOP SHEET**

**TO BE ACCEPTED FOR DEALER APPROVAL BY HERITAGE EVENT COMPANY**

**Heritage Event Company LLC – Contract / Booth Rental Agreement, Terms & Conditions for Participation in: ANTIQUE FESTIVAL OF THE OZARKS, Eureka Springs, Arkansas, NOV. 13-17, 2019 (Including Set-up Days)**

This document is an agreement entered into between Heritage Event Company LLC & (the “Promoter”) and the participating dealer, whose name is printed and signed below (the “Dealer”). The agreement covers the show named and dates indicated above in the title of this agreement.

- Dealer acknowledges that all arrangements for dealer space rental at this Heritage Event Company event must be made exclusively with the Promoter. Promoter reserves the right to refuse service and/or rental options at Promoter’s discretion, for any reason. All approved, participating dealers must complete and sign registration forms and submit deposit equal to half the total amount due in order to secure space reservation for the event. **NO SPACES WILL BE HELD WITHOUT DEPOSIT & REGISTRATION SUBMITTED. NO SUBLETTING OF CONTRACTED SPACE IS ALLOWED.**
- Dealer acknowledges that Heritage Event Company LLC makes no express or implied guarantees of performance or sales of dealer merchandise at any Heritage Event Company event. Dealer acknowledges that payments made to Heritage Event Company by Dealer are for the sole purpose of renting exhibit space at the event and/or rental of certain equipment provided by Promoter upon request of Dealer (tables, chairs, electrical service, etc.) As with any business venture, there is a risk of incurring loss at any event. Past performance is not necessarily indicative of future results. Dealer is solely responsible for the outcome of Dealer sales at any Heritage Event Company event.
- If using electricity, Dealer must provide extension cords and any other equipment necessary to gain electrical access.
- Promoter reserves the right to relocate Dealer space assignment to another location at Promoter’s discretion.
- Dealer must position display so as not to impede aisle traffic, cause a safety hazard, obstruct areas that must meet fire code, or infringe upon another dealer’s rental space or endanger another dealer’s merchandise. Dealer agrees to keep their display and merchandise within the boundaries of their designated rental space. Dealer agrees to modify their display at Promoter’s request regardless of reason.
- Dealer booth content must consist of antique/vintage merchandise. Exceptions complimentary to the theme of the show, as deemed appropriate by the promoter, will be determined on a case-by-case basis. Such exceptions must be requested in writing and acknowledged by Promoter. Overall booth representation must at all times convey quality and all items must be accurately represented. Merchandise displayed at the show by Dealer must be consistent with that which was represented by Dealer at the time of space reservation. Promoter reserves the right to have Dealer modify or remove their merchandise if Promoter deems it is not consistent with the theme or quality of the show. Promoter reserves the right to refuse or revoke booth space reservations to any applicant, at any time, regardless of reason.
- Dealer is expected to behave in a respectful, professional manner, with self-control and refrain from the use of profanity.
- Dealer agrees not to pack merchandise prior to close of the show without express, written permission from Promoter.
- Dealer agrees to not solicit to the public or other dealers for participation in non-HEC events. Dealer agrees not to distribute literature of any kind at the event.
- Dealer understands that failure to comply with Terms & Conditions for Participation may result in expulsion from any Heritage Event Company event at any time and barred participation in future events at Promoter’s discretion. In cases of Dealer dismissal, walk-out during the show, or Dealer protest or Dealer complaint submitted during or after the event, **NO REFUNDS WILL BE ISSUED. ALL SALES ARE FINAL.**
- Cancellation Policy: Deposits are non-refundable. No rollovers are allowed under any circumstance. Cancellations must be received **IN WRITING** no later than 21 calendar days prior to the first set-up date of the show to avoid additional liability. Cancellations may be submitted in one of two ways: 1) Via email to [heritageeventco@gmail.com](mailto:heritageeventco@gmail.com) OR 2) Via regular mail to: Heritage Event Company LLC, 6050 Stetson Hills Blvd. Ste 327, Colorado Springs, CO 80923. Cancellations submitted prior to the 21 day deadline will not be held liable for outstanding balances beyond ½ deposit down required to hold space. In the event that Dealer has paid in excess of the minimum ½ down deposit required, a check refund will be issued to Dealer for **THE OVERAGE AMOUNT ONLY**, minus any non-refundable fees associated with bank or credit card company charges, within 30 days of the completion of the event, provided the minimum cancellation notice of 21 days was submitted according to guidelines stated above. Refunds will be made payable to the registered name and address of Dealer as indicated on original registration. Cancellations submitted less than 21 days prior to set-up date will result in full payment of all fees due and collection efforts for the full amount of Dealer’s contracted outstanding balance.
- Dealer acknowledges Heritage Event Company LLC and the hosting venue as the authoritative bodies responsible for management of the event and insuring that all dealers comply with the above rules and regulations.
- Dealer grants permission to Heritage Event Company LLC to use images of Dealer (including any motion picture or still photographs made by the Promoter, or Promoter’s agent, of Dealer’s likeness or merchandise) for any purposes in connection with promoting Heritage Event Company events, which may include but is not limited to advertising, promotion and marketing. The Promoter may crop, alter or modify/combine such images with other images, text and graphics, without notifying dealer. Dealer consents to use of their name and any other information provided by Dealer to the Promoter to be used/displayed as necessary in order to promote Heritage Event Company events.
- Sales Tax: Promoter will provide dealers with sales tax information as available. Dealer understands Promoter may be required to supply Dealer information, which includes but is not limited to registered name, address and phone number to governing tax authorities at the conclusion of the event.

**I acknowledge I have read, understand and agree to comply with the above rules and regulations.**

PRINT NAME: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Heritage Event Company LLC  
Waiver of Liability and Hold Harmless Agreement**

- In consideration for receiving authorization from Heritage Event Company LLC to participate in the Antique Festival of the Ozarks / Eureka Springs, Arkansas, November 13-17, 2019 event, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Heritage Event Company LLC, Best Western Inn of the Ozarks, their officers, agents, volunteers, or employees (hereinafter referred to as RELEASEES) from any and all LIABILITY, claims, demands, actions and causes of action whatsoever arising out of or related to ANY loss, damage, or injury, including death, that may be sustained by me, my agents or associates, or any of the property belonging to me, or minor children under my care WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- I am fully aware of the financial, material, physical and other risks involved and the hazards connected with this activity, including but not limited to travel and/or any on-site hazards. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OF ANY KIND, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- I understand that Heritage Event Company LLC does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
- It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE OR HOLD LIABLE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Arkansas.
- IN SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by same. Any minor children, of which I am their parent or legal guardian or have been given custody of their care by the act of bringing them to said activity with permission of their parent or legal guardian, do also empower me to make decisions on their behalf and certify this Waiver of Liability and Hold Harmless Agreement in their person.

I have read, understand and agree to all the terms of the Waiver of Liability and Hold Harmless Agreement.

PRINT NAME: \_\_\_\_\_ Date: \_\_\_\_\_

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

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**PLEASE SIGN AND RETURN ALL PAGES WITH DEPOSIT TO:  
Heritage Event Company LLC, 6050 Stetson Hills Blvd. Ste 327, Colorado Springs, CO 80923**

**YOUR CLEARED CHECK IS YOUR CONFIRMATION OF RECEIPT. QUESTIONS? Call 918-619-2875**