



# GIFT PRODUCT VENDOR

## REGULATIONS, GENERAL INFORMATION

Please read all the Rules, Regulations and General Information before completing the Application. Vendors will receive a pre-event packet with more specific information regarding the Market, load-in and load-out, booth assignments, etc.

### WHAT IS TEXAS CHRISTKINDL MARKET?

Inspired by a cherished German tradition, the Texas Christkindl Market in Arlington, Texas is one of the largest open-air holiday markets in the Southwest. Nestled next to Globe Life Park (Road to Six Flags and Nolan Ryan Expressway), this family-friendly market features a unique shopping experience for gifts and holiday decorations along with authentic German cuisine, holiday beverages, live entertainment, children's activities, and more!

Held from Friday, November 25, 2016 – Friday, December 23, 2016, this year's expected attendance is over 50,000 people. This document (Rules, Regulations and General Information), together with the Application Form, constitute a revocable non-exclusive license agreement ("License") between Vendor and Arlington regarding the Market.

### All Gift Product vendors are required to submit:

1. The completed application.
2. A check for booth fees or completed payment form (if paying by credit card).
3. A check in the amount of \$250 for a security deposit. This check will be held until after the Market and will be returned to you at the end of the Market if all rules and regulations are adhered to.
4. A separate sheet explaining/providing:
  - a) Are you the artist creating the artwork/merchandise to be sold? What do you do to create the work?
  - b) A list of items to be sold with prices and descriptions. You must indicate what items are created by you and what items are for resale.
  - c) Provide representative photos of all types of merchandise for sale during the Market. Indicate what items are created by you and what items are resale. 8½ x 11 sheets with copied photos are acceptable. *Please submit photos even if you may have submitted them in the past.*

**Quality, original handmade gift items will be given first priority in acceptance of Application;** however a limited number of vendors selling quality, non-branded resale items will be accepted.

All applications and required submittals must be received or postmarked on or before the application deadline of October 1, 2016. **Only merchandise discussed on application may be displayed during the Market. Any vendor showing merchandise not on application may be asked to remove those items.** If items are not removed, then Vendor is subject to forfeiture of booth space and fees. If Vendor would like photos returned, please include a self-addressed stamped envelope with the Application. Applications postmarked after the October 1, 2016 deadline will be automatically placed on a waiting list and approved on a case-by-case basis. **Vendor shall not sublet or assign this License to any other person.**

**VENDORS SERVING AS INDEPENDENT CONSULTANTS FOR A LARGER CORPORATION OR SELLING SERVICES OR PRODUCTS WITH BRAND NAMES OR CORPORATE LOGOS MUST APPLY AS A SPONSOR.**

Please mail completed application, submittals, and payment to:  
**MAIL:** Arlington Convention & Visitors Bureau • ATTN: Texas Christkindl Market  
1905 E. Randol Mill Road • Arlington, TX 76011  
**E-MAIL:** barbara@arlington.org • **PHONE :** 817-704-7613 • **FAX:** 817-265-5640

## **IMPORTANT DATES**

### **October 1**

Application deadline\*  
No refunds for cancellations  
Final payments due  
\* Applications received after October 1 accepted on a case-by-case basis

### **October 7**

Notifications sent

### **November 25- December 23, 2016**

Texas Christkindl Market

Opening Day • 5 pm–8 pm  
Monday-Friday • Noon–8 pm  
Saturday • 10 am–10 pm  
Sunday • Noon–7 pm

**BOOTH RENTAL**

BOOTH RENTAL FEES				
SIZE	√	MONTHLY	√	WEEKLY
Single (8'x8')		\$2000		\$775
Double (8'x16')		\$3,000		\$1,050
Other (TBD)		\$TBD		\$TBD
For weekly booth, select 1-3 weeks		Nov 25-30		Dec 1-7
		Dec 8-14		Dec 15-23

**FEES:**

A limited supply of wooden huts, modeled after the traditional Christmas markets in Germany, are provided to each Vendor. A 10' x 10' or 10' x 20' tent will be provided if the wooden hut capacity has been reached. Weekly vendors may be placed inside one large tent or individual tents/huts depending upon the total number of vendors. Special accommodations may be made if a larger booth space is needed. Each booth/wooden hut comes with one (1) 120v electrical outlet (20 amps), one (1) light bulb, one (1) vendor parking pass and one (1) custom branded sign. Vendors are encouraged participate each day of the Market; however, a limited supply of weekly rentals are available.

**PAYMENT, DEPOSIT & TAXES:** A completed payment form with credit card information, check or money order payable to the **Arlington Convention & Visitors Bureau** must be submitted with the Application and submittals. Vendor will be charged an additional \$35.00 for returned checks with insufficient funds. Credit cards will not be charged until Vendor has been notified of acceptance. Checks or money orders will not be cashed until Vendor has been notified of acceptance.

Vendor must submit a separate check in the amount of \$250.00 as a deposit. The check for the deposit will be returned at the end of the Market as long as Vendor adheres to the rules, regulations and regulations of the Market.

Vendor agrees to pay promptly all taxes and applicable fees to the State of Texas for sales tax on all purchases. Vendor agrees to provide the City of Arlington and the Arlington CVB, upon request, duplicate receipts or other satisfactory evidence showing the full payment of all taxes required. For more information regarding taxes, please call the Texas Comptroller of Public Accounts at (800) 252-5555.

**CASH OR COUPON REDEMPTION:**

Gift product Vendors are allowed to sell items for cash/credit at the Texas Christkindl Market. If Vendors choose to accept the festival coupons, Arlington will retain 25% of the value of the coupons redeemed.

**CANCELLATION POLICY; NO ASSIGNMENT BY VENDOR:** No refunds of booth/hut space fees for cancellations will be allowed after 5:00 pm on October 1, 2016. All cancellations shall be in writing. The Arlington CVB reserves the right to cancel Vendor's participation in the Market, and the right to cancel the Market or any portion thereof, at any time for any reason (or for no reason) whatsoever, in its sole and absolute discretion and without penalty to Arlington. Vendor shall not sublet, assign, or otherwise transfer or convey any booth/tent space or any matter in connection with the Texas Christkindl Market to be held Friday, November 25, 2016 – Friday, December 23, 2016 in a location adjacent to Globe Life Park, Arlington, Texas ("Texas Christkindl Market" or the "Market") and these Gift Product – Rules, Regulations and General Information (the "Booth Rules") to any other person. Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited.

**VENDOR NOTIFICATION:** Vendors will be e-mailed (or letter mailed if email address not provided) notification of acceptance by October 7, 2016 but no later than November 15, 2016. Vendors not selected will be mailed a notification letter along with their checks no later than October 7, 2016. Telephone notification will not be provided prior to a written notification. Vendors placed on the waiting list will be notified as booth space becomes available.

**ASSIGNMENTS:** Vendor space will not be confirmed until full payment is received. Booth location will be confirmed no later than November 15, 2016 however Vendor's booth location is subject to change as Market deems necessary. Vendor shall not sublet, assign, or otherwise transfer or convey any matter in connection with the Market or these Booth Rules to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Event Director. The Arlington CVB has and reserves the right to cancel any Vendor booth/tent and all matters pertaining to Vendor in connection with or related to the Market any time prior to the Market date with full or partial refund to Vendor as determined by Arlington. Any approved assignee or transferee shall be subject to all the provisions and requirements of these Booth Rules and this agreement. Booth/tent placement will be assigned to best benefit the Market and all its participants, as determined by Arlington.

**BOOTH/HUT DECORATIONS, DISPLAYS AND SIGNS:** Arlington strives to create an atmosphere of an authentic, German Christkindl Market with a polished, professional appearance throughout the Market. Wooden huts come with a limited supply of lighted garland; however, Vendors are encouraged to bring additional decorations. Vendor may decorate its booth/hut space as it pleases; however, Vendor shall not make permanent alterations to the huts without written permission from the Arlington Director of Special Events (the "Event Director").

Signs, banners or a display of any kind relating to alcoholic beverages, or religion or politics, shall not be displayed by Vendor in the booth/hut space or at any other Market location. All materials draped from the booth/hut space must meet Arlington fire and other public safety laws, codes, rules, standards, and regulations. The use of any candles, lamps, lanterns, or anything with an open flame is prohibited. Decorative lights powered by batteries are acceptable. The Event Director, or

the Event Director's designee, is authorized to require modifications of any exhibit or of any merchandise or services offered by Vendor. Vendor may provide additional lightweight signage with prior written approval of the Event Director but "Discount" signage is prohibited. Vendors must provide display racks or other methods for displaying merchandise in an outdoor environment. **Vendors may bring a small space heater for their booth; however, the use of electric heaters may be restricted or limited. Vendors are encouraged to use a propane heater designed for indoor use.**

**BOOTH/HUT SPACE AND VENDOR ACTIVITIES:** Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth/hut space. Violation of this rule will result in immediate forfeiture of booth/tent space and no portion of the registration fee shall be refunded. Vendor understands and recognizes that the Market is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda). Accordingly, Vendor's participation in the Market shall not include and Vendor shall not make, directly or indirectly, religious or political statements of any kind or nature or promote, encourage, advance, suggest or reference a religious or political agenda. Vendor shall not use profanity of any kind.

**MARKET HOURS AND SET-UP/TEAR DOWN SCHEDULE:** Vendors will be allowed access to their booth/hut space via the designated area during set-up and tear down times only. Access to booth/tent space during Market hours will be permitted from designated entrances and loading areas only. Tear Down may not begin within the designated area until the times listed below. Vehicles and equipment may not have access for tear down until the Arlington Police Department representative makes an announcement that the street is clear. More detailed information will be provided in the pre-event packet that will be distributed prior to the Market.

The hours of operation of the Market shall be those scheduled by Arlington. Vendor's booth/tent shall be manned during all Market hours. Vendor shall have a reasonable amount of time as determined by Arlington to set up prior to its commencement and to tear down after its conclusion. Arlington reserves the right to regulate the hours that the concession(s) remain open. ARLINGTON HAS THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO CANCEL OR POSTPONE THE MARKET FOR ANY REASON OR FOR NO REASON WHATSOEVER. Should the Market be postponed or canceled for any Act of God, public safety, welfare, or for any reason (or for no reason) whatsoever, Vendor hereby RELEASES and FOREVER DISCHARGES Arlington, its officials, officers, employees, representatives, agents, and volunteers from any and all liability, losses, harm, and claims for damages, and any other actions or claims whatsoever, which result from or arise out of such postponement or cancellation. Vendor must exhibit on all days of the Market unless other previous arrangements are made with the Event Director; however, the cost for the booth/tent space remains the same. Vendor concessions shall remain open during all Market hours or the Vendor shall be subject to forfeiture of their deposit. Detailed load-in/load-out information will be included in pre-event packet upon acceptance into the Market.

2016 DATES	MARKET HOURS	SET-UP/ REPLENISH	TEAR-DOWN*
Prior to Opening Day: Tues-Wed, Nov 21-22* <small>* No set-up on Thanksgiving Day</small>		9 am-4 pm	
Opening Day, November 25	5 pm-8 pm	9 am-4 pm	
Monday-Friday	Noon-8 pm	11 am-Noon	
Saturday	10 am-10 pm	9 am-10 am	
Sunday	Noon-7 pm	11 am-Noon	
Post Market Tear-Down: Friday, December 23*			9 pm-Midnight
* Weekly vendors will receive separate set-up and tear-down instructions in their pre-event packet. Alternate post Market tear-down times may be available upon request			

**MERCHANDISE; VENDOR SELECTION; VENDOR ACTIVITIES:** All products/services to be provided by or on behalf of Vendor must be appropriate for a festive, family event. Vendor selection and approval will be in Arlington's sole and absolute discretion; no person is entitled or has any right of any kind or nature whatsoever to be selected as a Vendor at the Market, and each Applicant understands and agrees that Arlington may reject an Applicant for any reason or for no reason whatsoever. In connection therewith but without in any way limiting Arlington's sole and absolute discretion, Arlington may consider, among other things, the overall theme/audience of the Market and the Arlington community, quality, suitability, appearance and previous participation at other Arlington CVB events. By submitting a Gift Product Vendor Application for the Market, the Applicant fully WAIVES any and all claims, damages, suits or proceedings which it has or may have against Arlington, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Arlington's processing of or decision regarding the Gift Product Vendor Application and Applicant's participation (or non-participation) in the Market, and further RELEASES, FOREVER DISCHARGES, and COVENANTS NOT TO SUE Arlington and its officials, officers, employees, representatives, agents, and volunteers in connection therewith. Vendor understands and recognizes that the Festival is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda). Health-related and Public Safety programs and/or merchandise are not allowed unless written permission is obtained from the Event Director. Merchandise cannot be shipped to the Market in advance and no accommodations are available for storage by Arlington.

**ELECTRICAL:** Each 10x10 booth will receive two (2) 120-volt, 20-amp electrical outlets at no additional charge. 10x20 or larger booths will receive four (4) 120-volt, 20-amp electrical outlets at no additional charge. Written confirmation for additional electrical needs must be received no later than October 1, 2016 or proper electrical service to Vendor's booth may

not be available during the Market. By September 30, 2016, Vendor must also provide written confirmation of the equipment and its amperage that will be used at the Market. If Vendor is plugging in equipment that has not been pre-approved by the Director of Special Events, Vendor shall immediately discontinue its use upon request by the Director of Special Events or the Director's designated representative. The use of an extension cord is not recommended; however, if necessary, commercial-grade extension cords may be used.

**OVERNIGHT/HOTEL ACCOMMODATIONS AND ATTRACTIONS:**

A variety of overnight/hotel accommodations are available to Texas Christkindl Market vendors. Visit [www.arlington.org/hotels](http://www.arlington.org/hotels) for more information on bed & breakfast, camping & RV, extended stay, limited-service and full-service options. Complimentary transportation is available from select hotels in the Entertainment District. The Arlington Entertainment District flaunts more fun in a half mile than most places can claim in their whole city. AT&T Stadium, the original Six Flags Over Texas, Hurricane Harbor, Globe Life Park in Arlington, the Arlington Convention Center, Lincoln Square, the International Bowling Museum & Hall of Fame and Bowling Campus are at epicenter of it all.

**SECURITY:** The Market site (located adjacent to Globe Life Park, 1000 Ballpark Way, Arlington, Texas) ("Market Site") will be secured continuously throughout the duration of the Market. Merchandise may be left overnight at the Vendor's (or other owner's) sole risk and responsibility.

Arlington assumes no responsibility for any property placed on the premises of the Market Site, and Vendor FULLY RELEASES and DISCHARGES the Arlington CVB, its officials, officers, employees, representatives, agents, and volunteers (in both their official and private capacities) from any claims or liabilities for any loss, injury or damage or any other harm whatsoever to person or property that are sustained by reason of or in connection with the occupancy of the Market Site under this agreement or in connection with the Market. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Event Director.

**LIABILITIES:**

**VENDOR'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION:** Vendor covenants and agrees to FULLY DEFEND (with counsel reasonably acceptable to Arlington), INDEMNIFY and HOLD HARMLESS the Arlington Convention & Visitors Bureau, City of Arlington, Rangers Baseball LLC, Ballpark Parking Partners, and The Dallas Directory, individually or collectively, in both their official and private capacities, (each an "Arlington Person" and collectively the "Arlington Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, fines, penalties, liability, liens, expenses, lawsuits, judgments, proceedings, costs, and fees (including, without limitation, reasonable attorney fees and court costs), of any kind and/or nature whatsoever, made upon any Arlington Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to (1) the activities of and performance by Vendor at or in connection with the Market, (2) representations or warranties by Vendor hereunder in connection with the Market, and/or (3) any other act or omission under or in performance of this agreement by Vendor or any persons associated, involved, and/or participating with Vendor in connection with the Market, including, without limitation, all owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, concessionaires, musicians, artists, and invitees of Vendor, and their respective owners, officers, employees, directors, agents, representatives, and contractors (together, "Vendor Persons"), at or in connection with the Market. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ARLINGTON PERSON, OR CONDUCT BY ANY ARLINGTON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Vendor shall promptly advise Arlington in writing of any claim or demand against any Arlington Person or Vendor related to or arising out of Vendor's activities hereunder and shall see to the investigation and defense of such claim or demand at Vendor's sole cost and expense. The Arlington Persons shall have the right, at the Arlington Persons' option and at own expense, to participate in such defense without relieving Vendor of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth herein, shall survive the termination or expiration of the Market, Vendor's participation at the Market, and this agreement.

**RELEASE; ASSUMPTION OF RISK.** Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees do hereby WAIVE any and all claims for damage, injury or loss to any person or property, including the death of any person that may be caused, in whole or in part, by the act or failure to act of Arlington, its officials, officers, agents, employees, and/or invitees in connection with, arising out of, or related to the Market or this agreement. Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees do hereby assume the risk of all conditions, whether dangerous or otherwise, in and about the premises of Arlington, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this agreement and the Market.

Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees hereby releases Arlington, and its officials, officers, agents, employees, and/or invitees (in both their official and private capacities), from any claims or actions for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the

Market Site or tent(s) or any other premises or band stand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise caused by the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, or any other act or omission, of Arlington or any of its officials, officers, agents, employees, and/or invitees.

**GENERAL RULES & REGULATIONS:** Vendors are expected to be open and operating during all Market days and hours. Vendors who close while the Market is open without permission from the Event Director will be noted and may lose the security deposit and may lose the opportunity to participate in future events.

Vendors are to provide their own tables, chairs, equipment, 100 ft. commercial grade, water resistant and flame retardant extension cord (12 gauge heavy duty or extra heavy duty), display racks suitable for displaying merchandise, and any other supplies required to set up and secure booth in an outdoor environment. Tables and chairs may be rented from the Market at a cost of \$20 per 6' table and \$5 for each chair. Vendors should come prepared with extra tarps, bungies, packing supplies and other supplies needed for a variety of weather conditions: cold, wind, rain, ice, snow or sun.

Vendor must keep merchandise inside the assigned area. Vendor is prohibited from selling merchandise, distributing literature or performing an activity from an area other than their booth space. Vendor may not post any signs on the Market site other than at their booth. Violation of this rule will result in possible forfeiture of booth space.

During the course of the Market, Vendor shall maintain the areas inside their booth/hut(s) in a clean and sanitary condition. Vendor agrees that its activities shall be conducted in a clean, orderly, and legitimate manner and in accordance with all federal, state and local laws, ordinances, rules, codes, standards, regulations, and policies whether now existing or hereafter enacted or established, including, without limitation, the laws, charter, ordinances, rules, codes, standards, regulations, and policies of Arlington. No rubbish, glass, or bottles of any kind shall be thrown upon the grounds or in any buildings by Vendor or anyone working under or for Vendor. Vendors must provide their own trash receptacle. The contents of Vendor's trash receptacle may be placed in a trash dumpster at the Market. Vendor is responsible for general clean-up of its booth/hut space(s) and surrounding area. Failure of a Vendor to maintain its booth/hut and/or tent or other space occupied by the Vendor may result in a forfeiture of the Vendor's security deposit as may be determined by Arlington.

Vendor and all persons participating or performing at the Market with Vendor are and shall at all times be and remain liable and responsible for their acts and omissions, including, without limitation, their operations and conduct at or in connection with the Market. All property shall be removed from the Market site by 10pm on the final day of the Market (the "Time of Removal") or prior to the Time of Removal in the event of termination of this agreement.

If any part of the Vendor's booth/hut/tent is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Arlington is authorized to remove from the premises and store, without resorting to any legal proceeding and at the sole expense of Vendor, all property occupying a portion of the Vendor's tent(s) and/or booth/tent space and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this agreement and the Market, Vendor shall deliver the Vendor hut/tent(s) area and booth/tent space to Arlington in as good condition as at the beginning of the terms of the Market and this agreement, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the Market and this agreement.

Vendor agrees that no representations have been made by Arlington or by any of its officials, officers, employees, agents, representatives, or volunteers that the preparation of the Market Site will be advanced to any particular stage upon any particular date or that any warranty is being made as to the opening date of the Market. If the Market or any portion thereof does not open as scheduled or at all, Arlington will be under no liability to Vendor for any claims for damages or any loss whatsoever.

Arlington may designate certain of its agents, officers or employees as inspectors and Vendor agrees that the inspectors have the right, at any time and as often as Arlington may consider necessary, to inspect any property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Vendor on the premises, or operate any process or activities carried on by Vendor. The police and fire personnel or other authorized agents of Arlington shall be given free access in accordance with the rules and regulations of Arlington at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or of enforcing any rule or regulation of Arlington.

Vendor agrees to pay promptly all taxes and applicable fees to take out all permits and licenses, municipal, state or federal, required for the permitted usage. Vendor agrees to furnish Arlington, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees and showing that all required permits and licenses are in effect.

Failure by Vendor to comply with any of the terms of this agreement shall be sufficient cause for termination of this agreement by Arlington. In the event of termination, Vendor shall immediately vacate Market property removing all equipment, materials, and supplies; in addition, Arlington shall have other rights and remedies available at law or in equity, which rights and remedies shall be cumulative. Vendor acknowledges that this Contract is not a lease but only a revocable license to operate the activity described herein.

Vendor agrees that its employees and any other Vendor Persons involved with the Market shall not drink beer, wine or any other alcoholic beverage while in performance of their duties under this agreement and shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Market property.

By participating in the Market, Vendor hereby gives Arlington permission for the recording, reproduction and cable casting of any visual and/or aural occurrences that may take place during the Market. Vendor does hereby grant permission to Arlington to use photographs or images of Vendor's participation in the Market in advertising, publicity or promotion of Arlington at no payment or remuneration to Vendor or any of Vendor Persons.

This agreement contains the entire agreement of Vendor and Arlington and may not be amended, modified or altered without the express written consent of Arlington.

This agreement is subject to any and all rules, regulations, and standards of Arlington. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this agreement; and, with respect to any conflict of law provisions, such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to this agreement. Venue for any action under this Agreement lies exclusively in Tarrant, County, Texas, and Arlington and Vendor each submits for all purposes to the jurisdiction of the courts thereof.

If any paragraph, provision, sentence, clause, or any other part of this agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by Arlington shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights Arlington may have by law statute, ordinance, or otherwise. The failure by Arlington to exercise any right, power, or option given to it by this agreement, or to insist upon strict compliance with the terms of this agreement, shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by Arlington of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies Arlington may have arising out of this agreement shall survive the cancellation, expiration or termination of the Market and this agreement, except as otherwise expressly set forth herein.

This agreement and each of its provisions are solely for the benefit of Arlington and Vendor and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Defined terms used in this agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Section and subsection headings are for convenience only and shall not be used in the interpretation of this agreement.

"Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Vendor certifies to Arlington that Vendor has read these Booth Rules, has fully informed itself of the contents hereof before signing it, and understands the terms and conditions hereof.

Time is of the essence in this agreement and in each provision contained in it.

The officer or agent of the Vendor signing this agreement on behalf of Vendor acknowledges, warrants, and represents that the officer or agent is the properly authorized representative or official of Vendor and has the necessary authority to execute this agreement for Vendor.