



Exhibitor Application MAY 03-May 12, 2024 TEXAS MOTOR SPEEDWAY FORT WORTH, TX

Official Use Only	
Booth #	_____
Price	_____
Invoice Sent	_____
Paid in full	_____
Packet Sent	_____
Insurance?	_____

1

Company Name: _____

Contact Person: _____

Phone: _____

Fax: _____

E-mail: _____

List of products you plan to Exhibit/Sell (Product Line):

_____	_____
_____	_____
_____	_____

2

Booth prices are for 10 days Circle One:

10x10 booth: \$350

10x20 booth: \$550

10x30 booth: \$750

20x20 booth: \$950

includes 20 amp power

includes 20 amp power

includes 20 amp power

includes 20 amp power

* If you have additional electrical requirements or require more than 20 amps, please call us to discuss specifications.

** If you have need a different booth size or require custom footage, please call us to discuss options.

** Price **DOES NOT** include Commercial/vendor insurance. Additional 240\$ is required to purchase insurance if needed. (see step 5).

*** Exhibit space will be assigned on a first come first served basis. All commercial exhibitors will be setup outside. Booth locations subject to change. Two(2) exhibitor passes/parking passes will be given to all 10'X10' exhibitors and four(4) exhibitor/parking passes will be given to bulk space exhibitors. For additional passes see step 8.

3

Please Read and Sign

Please sign this **COMPLETED** application and fax, e-mail to karla@magnoliafairs.com, or mail to Magnolia Fair Company, LLC with payment to secure/reserve your space. No space is confirmed until payment is received, This is a first come first serve opportunity. Make checks payable to: Magnolia Fair Company-

COWTOWN FAIR

We can also take signed e-mailed or faxed applications with a credit card number. Full payment & Insurance is due before spot will be reserved for setup at the event. If you're application is accepted this contract is binding, and no refunds will be processed for forfeiture of this event. Security Deposit will be fully refunded on the Move out date below. "My firm acknowledges the rules and regulations set forth by Magnolia Fair and that our employees and representatives will at all times observe, perform and abide by such rules." (See page 4 for Rules & Regulations). No refunds will be provided due to inclement weather

Official Representative: _____

Date: _____

Print Name: _____

Title: _____



4

Vendor Insurance

All exhibitors/vendors must have commercial exhibitor/vendor insurance with liability limits of \$1,000,000 (1 million) listing Magnolia Fair Company as the additional insured COI:

Additional Insured: Magnolia Fair Company, LLC dba Cowtown Fair, Texas Motor Speedway and/or it's subsidiaries & affiliates & their shareholders, members, partners, officers, managers, directors, employees & agents

Certificate Holder: Magnolia Fair Company - Cowtown Fair PO Box
1327 Cordova, TN 38088

Proof of insurance must be on file in our office by **04/28/2024**. **NO EXCEPTIONS!**
No vendor will be allowed to set-up without liability insurance on file prior to set-up!
If needed, you may purchase insurance through us and be added as an additional insured for 240\$

5 Need to Purchase Insurance?
\$240 per Vendor first booth pace

YES NO (I have my own)

Date of request: _____

Date Insurance needed: **05/01/2024**

Name of person completing form: _____

Phone: _____ () _____

Fax: _____ () _____

- 1. Name of event: **Cowtown Fair**
- 2. Move-In Date(s): **MAY 02, 2024**
- 3. Date(s) of event: **MAY 03- May 12, 2024**
- 4. Move-Out Date(s): **May 13, 2024**
- 5. Type of Event: **Fair & Festival**
- 6. Facility Contracted: **Texas Motor Speedway**
- 7. Vendor/Tenant Name: _____
- 8. Vendor/Tenant Address: _____
- 9. Products Selling/Displaying: _____

6

Insurance Total:
\$ _____

\$240 per vendor

7

Official Representative: _____ Date: _____

Print Name: _____ Title: _____



Credit Card Authorization & Order Form

Card Type:

- VISA
- MASTERCARD
- DISCOVER
- AMEX

8 Security Deposit

Deposits are refundable during move out on May 13. Application processing fee is non-refundable. If you move out or tear down before festival is over, security deposit is forfeit.

Check box to apply
\$200

Application Processing Fee
\$25

Do you need additional Vendor Badges?

Two exhibitor badges provided to 10'X10' exhibitors. Four exhibitor badges provided to bulk space exhibitors.

Check box to apply
\$30 _____

Must attach copy of insurance to application
First time vendors at this event, Must include photos of setup / tent / lighting

Booth space CANNOT be held without a deposit. Application cannot be considered without full payment and valid insurance.

Total: **\$225** + _____ = _____
Security Deposit & Application Fee. Total from Steps 2, 5 & 8

Credit Card Charge Total: = _____
How much are we running on your credit card today?

9

_____ Cardholders Name

_____ Credit Card Billing Address

_____ City _____ State _____ Zip

_____ Card Number: _____ Expiration Date _____ Security Code _____

All balances are due within 7 days of this reservation.

10

IMPORTANT: No shows, will NOT receive the security deposit refund.
If you cannot attend this event after payment, no refunds will be processed for the full amount at 30 days prior to the event as funds will go to cover marketing costs associated with advertising vendors on website, social media and weekly mailers

Cardholder Signature: _____ Date: _____

By signing this, I agree to be charged for all of the itemized requests above.

Return this fully completed application why e-mail to karla@magnoliafairs.com, or by mail ith your full payment to:
Magnolia Fair Company, LLC - Cowtown Fair
Attention - Exhibitor Services
P.O. Box 1327, Cordova TN, 38088-1327

TERMS, RULES AND REGULATIONS FOR MAGNOLIA FAIRS SHOWS AND EXPOS

This document and any later additions, corrections or clarifications made by Magnolia Fairs are a binding part of the Exhibitor Contract/Application.



1. ADMISSIBLE EXHIBITS

- Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- Show Management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application.
- Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

2. DISPLAY CHARACTERISTICS

- Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, Show Management will make every effort to correct the situation once it is brought to our attention.
- Facility lighting may not illuminate all areas evenly and effectively and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). Show Management assumes no responsibility for temperature levels during set-up, exhibit or takedown periods.

3. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights. No vehicles allowed on the midway 30 minutes prior to opening.

4. STAFFING OF EXHIBITS

- Exhibits must be staffed during all show hours.
- Exhibit removal prior to the final day's close of the show is strictly forbidden.
- Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

5. PAYMENT FOR SPACE

- Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with Magnolia Fairs must also be current.)
- Exhibitors who fail to make space payments in accordance with the terms on the application will not be considered for space increases, location changes or upgrades of any kind and are subject to cancellation without credit or refund.

6. CANCELLATIONS AND CUTBACKS

- Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), Magnolia Fairs will refund all payments received only if written notice of the request for cancellation is received by Magnolia Fairs before the contract is accepted by Magnolia Fairs.
- Once a contract has been accepted, written notice of a cutback or cancellation must be sent to Magnolia Fairs. Specific deadlines and details regarding cancellation are stated on each individual show/expo applications.
- For all Exhibitors requesting a space reduction, Magnolia Fairs reserves the right to relocate the exhibit or reconfigure it as determined by show management.
- No refunds will be given for the space or security deposit starting at 30 days prior to the event

7. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

8. SALE OF MERCHANDISE

Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

9. INDEMNIFICATION

- Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the show venue, Magnolia Fairs and their managers, officers,

agents and employees, and each of them ("indemnitees") from all losses, claims, liability, damage, actions, judgments recovered from or assessed against above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses) (i) from the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (ii) for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iii) arising from the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space.

- Each party agrees that the federal and state courts sitting in the city of the show have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law.

10. ACTS OF GOD

Magnolia Fairs shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, environmental weather or other acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, Magnolia Fairs shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show.

11. INSURANCE

- Magnolia Fairs shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft. -Exhibitor is required to follow and use all of the security arrangements made by Magnolia Fairs for property and valuables when the show is not open.
- The Exhibitor understands that neither Magnolia Fairs nor the show venues maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.
- Exhibitor understands, if insurance policy is not purchased through this application, it is the exhibitors responsibility to add Magnolia fair company as the certificate holder and additional insured on their commercial insurance.

12. COPYRIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless Magnolia Fairs and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use.

13. AMENDMENTS

- The Show Management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
- Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Magnolia Fairs to terminate Magnolia Fairs' obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.
- Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space.
- No failure by Magnolia Fairs to enforce or any delay in the enforcement of any rights or power by Magnolia Fairs shall impair any right, power or remedy that Magnolia Fairs may have under this contract.