



## Benefitting the Brazos Valley Symphony Orchestra

April 4 – April 6, 2019

The Brazos Center in Bryan, Texas

**Dear Merchant,**

**Come grow with us! Our market area is increasing every year--Bryan-College Station was named the 15<sup>th</sup> fastest growing metro area in the nation.**

**Our past six markets have attracted buyers who are looking for quality and unique fashion and gift items.**

### **Load-In & Setup**

**Thursday, April 4**

8 am – 4 pm

### **Market Hours**

#### **Friday, April 5**

Market shopping

9 am – 6 pm

Muffins and Mimosas

9 am – 11 am

Happy Hour and Live Music

4 pm – 6 pm

#### **Saturday, April 6**

Market shopping

10 am – 5 pm

Bacon and Bloody Marys

10 am – 12 pm

Photos with Easter Bunny

1 pm – 4 pm

### **Market Venue (*New Location!*)**

The Brazos Center

[www.thebrazoscenter.com](http://www.thebrazoscenter.com)

3232 Briarcrest Dr.

Bryan, Texas 77802

### **Selection Process**

A limited number of new merchants will be accepted for the 2019 Premiere Market due to space constraints.

A jury will meet weekly to determine which vendors will be accepted for our 2019 market. We continue to strive for an exclusive market that is as attractive to customers and is as profitable to vendors as possible. Checks will be returned to those not accepted.

## **Booths**

Booth floor space is approximately 10' x 10'. Tables and chairs will be provided at no charge. Please let us know in advance how many 6' or 8' tables you will need so that we can have them in your booth when you arrive.

**Booth Donation** – Donation for one booth is \$350. Payment is due with your application but will not be processed until you are accepted. This is not refundable if you are accepted into the show.

## **Donation of 10% Total Sales**

The Brazos Valley Symphony Society, a non-profit entity sponsoring the Premiere Market, offers the Brazos Valley community a delightful array of classic orchestral music, chamber music, contemporary music, and annual educational programs for youth in the Brazos Valley. **Our market success depends in large part on your donation of 10% of your total pre-tax sales.**

Merchants are responsible for all sales and sales tax collections, daily sales reports (if requested), a final sales report (with documentation if requested), and donation by cash, check, or credit card at the end of the market.

## **Electricity in Booths**

Please bring your own extension cords to use within your booth(s).

## **Booth Display**

Back panels will be provided. Side panels are optional and must be ordered in advance. If your booth layout includes large or tall displays that work better along a wall or at the end of a row, please indicate on your application.

## **Loading In and Out**

The Brazos Center has ample convenient loading facilities so there should be no problem with loading and unloading your vehicle whenever you arrive.

## **Promotion**

The Premiere Market will be advertised using regional media including television, newspaper and radio advertising. Accepted merchants will be contacted for digital photos to feature your merchandise on social media if none can be found online.

## **Accommodations**

We are working to negotiate a block of hotel rooms at a discounted rate to be offered to our merchants. Merchants who are accepted will be given information on these rooms once finalized.



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MERCHANT APPLICATION

Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Description of items that you will offer for sale at the Premiere Market 2019:

\_\_\_\_\_  
\_\_\_\_\_

Please complete this application by enclosing a check for the amount determined by the number of booths. Your check will be returned to you if you are not accepted as a merchant. If you prefer to pay by credit card, please email your application to [services@bvso.org](mailto:services@bvso.org). You will be called for payment if you are accepted.

\_\_\_ # of 6' tables, \_\_\_ # of 8' tables, \_\_\_ # of chairs No charge

Optional pipe and drape must be ordered in advance (Y or N) No charge

\_\_\_ Black drape, 3' sides

\_\_\_ Black drape, 8' sides

\_\_\_ Electricity (Y or N) No charge

\_\_\_ # of 10' x 10' booth or booths \$350 EA \$\_\_\_\_\_

Please send this application, a signed Merchant Agreement, and **a check made out to Brazos Valley Symphony Society** (or BVSS) to:

BVSS—ATTN: Premiere Market, P.O. Box 3524, Bryan, TX 77805

Call 979-696-6100 or email [services@bvso.org](mailto:services@bvso.org) if you have any questions



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### MERCHANT AGREEMENT

\_\_\_\_\_, the “Merchant,” and the Brazos Valley Symphony Society (“BVSS”) agree to the following terms and conditions related to the Premiere Market to be held on April 4 -April 6, 2019

#### 1. INDEMNITY AND HOLD HARMLESS AGREEMENT

I/We, \_\_\_\_\_, the undersigned – binding my/our heirs, executors, administrators, estate, and assigns – do hereby agree to completely and fully indemnify, defend, and hold harmless the Brazos Valley Symphony Society (BVSS), its officers, employees, directors, independent contractors, and agents (collectively, the “Indemnitees”, or individually, an “Indemnitee”) from and against any and all claims, causes of action, and/or liabilities of every kind (collectively, “Liabilities”) for injury to, or death of, any person or persons or for damage to, or loss of, personal property arising out of or attributed, directly or indirectly, to my/our activities in connection with the Brazos Valley Symphony Society Premiere Market, even if all Liabilities are caused in whole or in part by the negligence of any Indemnitee. I/We assume all risks involved with my/our activities in connection with the Brazos Valley Symphony Society Premiere Market, including the risk of damage to, or theft of, any of my/our business or personal property or inventory, and I waive and relinquish, covenant not to sue, and fully release and forever discharge the Indemnitees from any and all Liabilities whatsoever, at common law or otherwise, that may arise as a result of or in connection with any of my/our activities in connection with the Brazos Valley Symphony Society Premiere Market, even if such Liabilities are caused in whole or in part by the negligence of any Indemnitee.

If this merchant is other than an individual, Merchant certifies, warrants, and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership, or other entity who is the Merchant.

#### 2. LICENSES, PERMITS, AND LICENSES

The Merchant agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Premiere Market and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space. The Merchant agrees to indemnify and hold harmless the BVSS against any claims by any person or entity arising out of the Merchant’s failure to obtain such licenses or permits or to pay any taxes collected and/or owed relating to the Merchant’s business.

#### 3. QUALIFICATION OF BOOTHS AND LOCATION AT THE DISCRETION OF THE BVSS

The BVSS reserves the right to: (i) determine the eligibility of Merchants and booths for the Premiere Market and to decline the application of, or revoke the agreement with, any prospective vendor or vendor for any reason, (ii) change or modify the layout of the Market and/or relocate booths or Merchants, (iii) cancel, in whole or in part, the Premiere Market for any reason; or (iv) change the date, location and duration of the Market without any liability to the BVSS to the Merchant except as provided in Section 5 below.

#### 4. REQUIREMENT OF VENDOR INSURANCE

The Merchant is responsible to insure its own booth, personnel, display and materials from any damage or loss through theft, fire, accident, or other cause and accepts all risks associated with the use of the booth space and its environs. By participating as a Merchant, the Merchant warrants to the BVSS that it has adequate insurance or has the financial ability to cover any eventuality which might result in legal liability to the Merchant or the BVSS arising out of the Merchant’s use of the vendor space/booth or the conduct of the Merchant’s business. The Merchant shall not make any claim or demand or take any legal action, whatsoever, against the BVSS, the Premiere Market sponsors, or the facility in which the Market is held, for any loss, damage or injury howsoever caused, to the Merchant, its officers, directors, agents, representatives, and employees or their respective property.

#### 5. REMEDIES IN CASE OF CANCELLATION

The BVSS reserves the right to cancel the Premiere Market for any reason and the merchant expressly agrees that the sole remedy for the merchant is the refund of the booth fee that has been paid by the merchant. In the event the BVSS cancels the Premiere Market the merchant expressly agrees to waive any and all causes of action, legal remedies, and/or damages against the BVSS except for refund of the booth fee paid by merchant.

Executed on the following date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Merchant: \_\_\_\_\_

By: \_\_\_\_\_