



**The Women's Auxiliary of KCFA
is proud to present our 28th
Annual Oma's Christmas Fair!**

December 3 & 4, 2011

***A 100% handmade/homemade craft show with 138 vendor spaces!
Three buildings full of exciting and unique products,
produced by vendors, like you, from all over Texas!***

The attached application will enable you to apply for a vendor space in our show. Oma's is a juried show, requiring pictures of your work and booth, copy of your Texas Sales Tax ID, filled in application and deposit to hold your space each year. No partial application will be accepted. If not complete, the application will be returned to you.

We make changes to our show each year in an effort to keep it fresh and new while we stay with our Oma's 100% handmade/homemade tradition. Our need for advertizing is based on those who visit our show...so our best advertizing comes from "word of mouth".

Tell everyone you know, all of your clients, family and friends!

Spread the word and please hand out copies of our flyers. We will send you a letter in the early fall with the flyer (or you can then download it from our web page) with other information about our December show. Contact WA KCFA for further information at our office phone (830-249-2541) or use the email contact on our Web page. Feel free to call and leave us a message and we will return your call ASAP.

The Women's Auxiliary of the Kendall County Fair Association is looking forward to receiving your application and we hope you will be as excited about 26th Annual Christmas Craft Show as we are.

Please read the whole application, complete and return Pages 3- 6, enclose a check made out to WA KCFA for the deposit, Texas Sales Tax info, and photos to the address below.

Thank you for applying to Oma's Christmas Fair 2011.

***Women's Auxiliary of the Kendall County Fair Association,
An IRS Designated 501(c)3 Nonprofit Organization
2011 Oma's Christmas Fair Committee
P. O. Box 290, Boerne, Texas 78006-0290***

OMA'S CHRISTMAS FAIR VENDOR CONTRACT

1. Service provided by Women's Auxiliary of the Kendall County Fair Association, Inc.:

- a. Booth approximately 10 x 10
- b. Security is provided Friday and Saturday night
- c. ***We reserve the right to remove any vendor or items in violation of decency and eligibility rules.***
- d. Table: one 8' and 2 folding chairs. ***DO NOT USE NAILS, TACKS, OR STAPLES.***

2. Services to be performed by Booth Vendor:

• NO SMOKING IN BUILDINGS

- a. All fees are to be paid by October 15, 2011
- b. May set up Friday, December 4, 2011 from 11 A.M. to 7 P.M. or on Saturday at 8 A.M.
- c. You must be present and ready for opening.
- d. Vendors to provide their own display equipment, i.e. tables, chairs, skirts, tablecloths, extension cords, etc.
- e. *No Halogen lights, No Tent Frames will be allowed in any building.*
- f. *Agree not to close booth before end of show each day.*

Show hours are Saturday 10 A.M. to 5 P.M.

Sunday 10 A.M. to 4 P.M.

Halls open on Sunday at 9 A.M.

3. All fees must be paid by October 15, 2011. If balance is not received by due date, the space will become available to be filled by a fully paid vendor.

4. NO REFUNDS WILL BE ISSUED AFTER OCTOBER 15, 2011.

5. Other fees: Electricity \$10.00 booth per booth+\$3.50 for any additional booth.
Overnight R.V. parking- \$ 30.00 per night.

26TH ANNUAL OMA'S CHRISTMAS FAIR APPLICATION
DECEMBER 3 & 4, 2011

PLEASE COMPLETE ALL INFORMATION

Business name/DBA _____

Name _____

Mailing address _____

City,State,Zip _____

Phone# _____ Cell# _____

E-mail _____

Texas State Sales Tax Certificate # _____

Copy of Texas State Sales Tax Certificate must accompany this contract. Also enclose photos of booth and of your product(s) that you wish to sell at Oma's. We jury with these photos.

This is an absolute requirement: no photos, no tax ID = no booth.
Application will be returned to you.

Type of craft you intend to sell: _____

Booth Fee \$ 85.00 X _____ (# of spaces) = \$ _____
(This includes a \$40.00 non-refundable deposit for each vendor space you require)

Electricity \$ 10.00 (+ 3.50 for each additional) \$ _____

Overnight for self contained RV's \$30.00/night \$ _____

TOTAL DUE \$ _____

TOTAL BALANCE DUE BY OCTOBER 15, 2011.
APPLICANTS AFTER OCTOBER 15TH WILL NEED TO SEND MONEY ORDER OR
CASHIERS CHECK ONLY, PAYABLE TO WA KCFA, INC.

Received by WA KCFA,INC. _____ Amount/method _____ Date _____

Balance due by October 15, 2011 _____

Requesting booth number _____
You may be guaranteed your same booth only if you place a deposit by January 15, 2011. You may request another number only if it is available. You will be notified after January 15, 2011 of your booth number. You must turn in \$40.00 non refundable deposit, photos, tax copy, and application to have your booth held. Balance due October 15, 2011.

PREPAID NON-RFUNDABLE DEPOSIT \$ 40.00 PER BOOTH X _ = \$ _____
RECEIVED DATE _____ **AMOUNT** _____

A service fee of \$ 30.00 will be charged on all returned checks. We ask each vendor to donate a door prize. We would like 2 business cards, with your booth number on them, given to us as you

CHECK IN AT THE NEW HALL BEFORE YOU BEGIN YOUR SET UP.

WA KCFA, INC.
P.O.BOX 290, BOERNE, TEXAS 78006 -0290
Office phone 830-249-2541

PLEASE MAKE A COPY FOR YOUR RECORDS

**LETTER OF AGREEMENT
FOR OMA'S CHRISTMAS CRAFT FAIR**

PLEASE READ AND INITIAL EACH OF THE FOLLOWING TERMS

- I will sell or allow to be sold only original, hand-crafted products made by me or a member of my immediate family._____
- I will not sell or allow to be sold any items which are used, mass produced, commercially manufactured, or which have been purchased for the purpose of resale._____
- I will set up my booth in a safe and attractive manner in my assigned space without any portion of the booth being in another vendor's assigned space_____
- If I close early, I relinquish my right to participate in any future OMA'S CHRISTMAS CRAFT FAIRS._____
- I will be responsible for collection and reporting of sales tax and compliance with all federal, state, and local laws, statutes and ordinances._____
- I further agree to comply with all applicable federal, state, and local laws, regulations, rules and ordinances, including but not limited to laws, regulations outlawing discrimination based upon race, gender, color, creed, ethnicity, national origin, religious beliefs, sexual orientation or disability and further recognize that the WA KCFA, Inc. may enforce same by terminating the Letter of Agreement with any offending vendor._____
- I agree that in performing the services included in this agreement, each vendor shall be an independent contractor and not an employee of KCFA Inc. or Kendall County. It is understood that a vendor executing this Letter of Agreement is agreeing that all of the services to be preformed under this agreement shall be performed by the specified vendor, their business associate, who are fully bound by the terms of this Letter of Agreement, and by no other entity or person._____
- I recognize and grant WA KCFA, INC, authority to terminate this Agreement and my permission to participate in the OMA'S CHRISTMAS CRAFT FAIR and conduct sales at the Kendall County Fair Association, Inc. Grounds location, if I violate any of the above policies and guidelines or if I fail to comply with any other procedure or requirements determined necessary by the WA KCFA,INC._____

I HAVE READ AND I UNDERSTAND AND ACCEPT ALL PROVISIONS OF THIS LETTER OF AGREEMENT AND WILL ABIDE BY ALL THE REQUIRMENTS OF THE WA KCFA, Inc, OMA'S CHRISTMAS CRAFT FAIR.

SIGNATURE _____ **DATE** _____

The OMA'S CHRISTMAS CRAFT FAIR is sponsored by the Women's Auxiliary, Kendall County Fair Association, Inc, a 501 (c) 3 organization, P.O. Box 290, Boerne, Texas 78006-0209. Office phone 830-249-2541

PLEASE MAKE A COPY FOR YOUR RECORDS

Kendall County Fair Association Inc.

P. O. Box 954

1307 River Road

Boerne, Texas 78006

Phone: 830-249-2839, Fax: 830-249-7570

www.kcfa.org

LIABILITY RELEASE & INDEMNITY AGREEMENT

To accompany Facility Rental Agreement

This liability release and indemnity agreement is entered into by and between the **Kendall County Fair Association Inc.**, their directors, owners, volunteers, agents, contract labor and employees (**hereinafter referred to as KCFA**) and the undersigned (**Releaser**).

Releaser acknowledges that he/she is renting one or more of the facilities within the grounds owned by the Kendall County Fair Association Inc.

Releaser expressly UNDERSTANDS AND AGREES that there is an inherent degree of RISK and DANGER involved in participating in and/or being in the presence of formal and/or informal activities on the KCFA Grounds , but is not limited to, the risk of BODILY INJURY, DEATH, and PROPERTY DAMAGE to persons or property.

For and inconsideration of KCFA providing facilities for rental to the Releaser, the undersigned agrees to **RELEASE and DISCHARGE** the Kendall County Fair Association Inc., including their directors, owners, volunteers, agents, aids, contract labor and employees, **OF AND FROM ANY AND ALL LIABILITY** for, but not limited to, **BODILY INJURY, DEATH, and PROPERTY DAMAGE** which arises out of or is connected with **NEGLIGENCE and/or FAULT** of KCFA, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The undersigned also agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND KCFA**, including their directors, owners, volunteers, agents, aids, contract labor and employees, **OF AND FROM ALL LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING COURT AND ATTORNEY'S FEES) THAT ARISE OUT OF OR ARE CONNECTED WITH BODILY INJURY, DEATH OR PROPERTY DAMAGE** which arises out of or is connected with **NEGLIGENCE and/or FAULT** of KCFA, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way

The undersigned, upon the signing of this document, states that he/she as sole representative or as a duly designated representative of an organization, **has carefully read the foregoing Liability Release and Indemnity Agreement and thereby knows and understands the contents thereof and signs the agreement of his/her own free will and act.** The terms and conditions of this Liability Release and Indemnity Agreement are contractual and not a mere recital.

SIGNATURES:

RELEASER:

Name (Please Print)

Signature Date

Legal Representative:

Organization

Position

Address

City State Zip

KCFA REPRESENTATIVE:

Name (Please Print)

Signature Date

Office/Position

(A copy of this form will be provided to the releaser and a copy is to be maintained in the main office of KCFA. This form must be completed by all Renters before any contracts are considered to be complete.)