

COMMERCE CROSSING ART & ANTIQUE FESTIVAL
VENDOR APPLICATION

Name: _____ Business Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____
Phone Number: _____

Number of 10x10 Booths Needed: _____ \$50/each
Saturday and/or Sunday (circle one or both)
Description of Merchandise: _____

If you are a new vendor please attach 3 pictures of complete booth set up or merchandise or email pictures to festival@commercecrossing.net.

Dealer License Agreement

AGREEMENT dated _____, 2009 between the HP Commerce LLC (“Owner”) and _____ (“Dealer”). Owner is the owner of 199 Factory Drive, Commerce, GA 30529 also known as Commerce Crossing (the “Property”) where it conducts art and antique dealer merchandise shows and sales (the “Festival”). Dealer desires to obtain a license from Owner to temporarily use and occupy a certain portion of the Property (“Dealer Space”). The parties agree as follows:

1. Dealer or Owner may cancel this agreement at any time.
2. This license agreement (“Agreement”) commences on the date of the Agreement and terminates one year from the date of the Agreement.
3. Dealer may use Dealer Space only in locations and at times specified by Owner.
4. Dealer may only use Dealer Space when rent is paid in full. The initial fee is \$50 per day and may be adjusted by Owner at Owner’s discretion. Booth fee is non-refundable.
5. Dealer at all times is subject to and will comply with the following Rules and Regulations.
 - a. Dealer will comply with all applicable governmental codes, laws, ordinances and regulations. Dealer agrees no pets, alcohol or illegal substances are allowed at the Property. Dealer will not use or allow to be present on the Licensed Premises any hazardous or toxic materials.
 - b. Dealer agrees to and shall indemnify, defend and hold harmless Owner, including any officers, employees, contractors, or agents of Owner, from any and all payment, liability, loss or damage, including reasonable attorney’s fees and court costs, arising out of any claims, demands, or actions for property damages, personal injuries, including bodily injuries or death, cause by or resulting from Dealer’s use or occupancy of Dealer Space.
 - c. This Agreement does not grant Dealer any estate or interest in land relating to the Dealer Space or Property.
 - d. Dealer acknowledges that Dealer Space will be subject to resale if Dealer is unable to arrive for scheduled set-up and fails to notify Owner prior to 5pm on the scheduled set-up day.
 - e. This License Agreement is governed by the laws of the State of Georgia.
 - f. Set-up is allowed after 5pm on the Friday of the Festival Weekend, and break down is no earlier than 5pm on Sunday of Festival unless prior arrangements are made with Owner.

In witness whereof, the parties have caused this License Agreement and a duplicate hereof, to be executed on the day and year first above written.

Owner:
HP Commerce LLC
By: Pecos Management, LLC

D. Eric Weatherholtz
President

Date: _____
Witness: _____

Dealer:

Print Name: _____

Date: _____
Witness: _____

Please send completed application, payment and pictures to:
HW Properties, ATTN: Commerce Festival, 2970 Peachtree Road, NW Suite 820, Atlanta, GA 30305

Payment Information:
Amount Due: _____ Paid Via: Check # _____ Cash