



Merchant Contract

Be it known that the following is a **Contract** between the **Great Escape Committee of the Women's Shelter of Central Arkansas, Inc.** and

Merchant Name: _____

Contact Name: _____

Mailing Address: _____

Telephone Day: _____ Evening: _____

Fax: _____ E-mail &/or Website: _____

I, the undersigned **Merchant**, do hereby agree to abide by the stipulations set out in this contract during the planning and execution of **The Great Escape**, sponsored by the **Women's Shelter of Central Arkansas, Inc.** at the Don Owens Sports Complex, August 26 (set-up) and August 27 (event), 2005.

- The Great Escape Committee agrees to furnish the Merchant, and the Merchant hereby agrees to rent and lease from The Great Escape Committee, a booth for the display and sale of the Merchant's merchandise. Such booth shall be the size indicated below. The size will be subject to change depending on approval of The Great Escape Committee and space available. The Merchant agrees to pay The Great Escape Committee rent for such booth in the amount stated below for the size booth so rented.

<u>Option Choice</u>	<u>Booth Size</u>	<u>#Booth Requested</u>	<u>Rent Per Booth</u>
A	10' x 10'	_____	\$295.00
B	10' x 10'	_____	\$195.00
C	Varies	_____	NO CHARGE

Electricity Needed: _____ \$30.00 additional fee

Option A – Merchants Store Front. This booth option is for merchants that wish to display and sell products or information about services without offering samples or demonstrations to event participants. However, a \$25 value door prize is required.

Option B – Merchant's Store Front and Activity Area. This booth option is for the merchant who, in addition to the above (no door prize required), will be offering demonstrations,

activities or other amenities to the event participants. This could be five-minute chair or hand massages, make-up demonstrations, food samples, discount certificate for products or other product demonstrations.

Option C – Service Provider. This option is for the merchant who has a service to offer event participants for which **THE GREAT ESCAPE committee could charge an extra fee to the participants for this service.** The fee would benefit the Women’s Shelter of Central Arkansas, Inc. THE GREAT ESCAPE committee will provide appropriate space, and schedule participants for the service. The merchant will supply necessary products, skills and accessories to provide the service for free. The providing merchant could distribute product, service, and business information and schedule future appointments for the merchant’s business. Examples of services: full body massage, manicures, and pedicures, full facial or makeovers, health screenings, hair styling, etc.

2. The booth rental fee is due in full with your signed Contract on or before July 13, 2005. Early Payment discounts are available in your packet. If the total fee has not been received by July 13, 2005, The Great Escape Committee may cancel this Contract. If the Merchant cancels after July 13, 2005, all rental fees are forfeited, and The Great Escape Committee may assign the booth reserved for the Merchant to another party.
3. The Merchant agrees to move in and to arrange the Merchant’s merchandise between the hours of 3:00 p.m. and 8:00 p.m. on Friday, August 26, 2005. Merchandise must be displayed within the Merchant’s rented booth space. Merchants are asked not to remove merchandise before 3:00 p.m. on Saturday, August 27, 2005. The Merchant agrees to keep his/her booth open at all times during the open hours of The Great Escape. The Merchant also agrees to have said merchandise removed from the Don Owens Sports Complex by 5:30 p.m. on Saturday, August 27, 2005.
4. The Merchant will use the rented booth space solely for the purposes of displaying the merchandise as described in the Merchant’s Application or **underlined below:**

Women’s Apparel	Antiques	Furniture
Books/Music	Floral/Garden	Stationary
Jewelry	Metalwork	Pewterware
Manicures or Pedicures	Candles / Aromatherapy	Facials
Travel	Interior Design	Sports
Home Accessories	Food	Massage
Hair Stylist	Bath & Body	Accessories
Other: _____		

5. The Great Escape Committee will provide the following in each booth:
 - a) Three (3) draped sides (with 3’ tall sides and 8’ tall back)
 - b) One (1) 8 foot skirted table
 - c) Two (2) chairs
 - d) One (1) sign with Merchant Name
6. The Merchant agrees to collect and be responsible for payment of Arkansas sales tax and other taxes applicable to the sale of merchandise by the Merchant and to comply with all requirements for the Arkansas State Tax Commission prerequisite to or otherwise applicable to the sale of merchandise.

7. The Merchant agrees to indemnify and hold harmless The Great Escape Committee and The Women's Shelter of Central Arkansas, Inc., the City of Conway and the Don Owens Sports Complex for any losses due to fire, theft, accident, vandalism or damage to any goods or personal property, likewise for any personal injuries which might be sustained by the Merchant, Merchant's agents, Merchant's employees or any customers within the Don Owens Sports Complex and grounds. The Merchant agrees to be responsible for security at the rented booth space and to keep the booth area free from any debris, obstructions, or other hazards, which might result in injury to the public.
8. The Merchant agrees to allow The Great Escape to use photographs of the Merchants booth or merchandise for all media/publicity purposes.
9. The Merchant agrees that The Great Escape Committee may reserve the right to adjust booth placement at their discretion as unforeseen circumstances arise.
10. The Great Escape Committee or the board of The Women's Shelter of Central Arkansas, Inc. may cancel The Great Escape at any time at its sole option. The only liability The Great Escape Committee shall have to the Merchant in the event of such cancellation shall be the refund of all deposits paid to The Great Escape Committee by the Merchant. The Great Escape Committee and The Women's Shelter of Central Arkansas, Inc. shall not be responsible to the Merchant for any expenses or lost profit or any other amount under any circumstance. Merchants canceling after July 13, 2005 will forfeit all rental fees.
11. The Great Escape Committee makes no warranties with respect to merchandise and will have no responsibility with respect to the collection of unpaid accounts, returned checks, or the return of merchandise. The Great Escape Committee makes no representations or warranties as to the volume of traffic at The Great Escape or as to the volume of sales that the Merchant can expect during The Great Escape.
12. In the following space, please print the name of your business, **as you would like it to appear on your booth sign and in any advertising/publicity:**

13. By the Merchant's signature below, the Merchant states that he/she has read, understands and agrees to abide by the items listed above which are incorporated herein and made a part of this contract.
14. This contract supersedes any and all other prior agreements, either oral or written, with respect to the subject matter hereof. Each party to this Contract acknowledges that no representations, promises or agreements have been made by either part, which are not embodied herein.

15. This agreement is governed by the laws of the State of Arkansas and performable in Faulkner County, Arkansas.

The Great Escape Committee

By: _____
Tracy Eichenberger, Merchant Chairman

Date: _____

Merchant

By: _____
Authorized Merchant Representative

Title: _____

Date: _____

Please make all checks payable to: **The Great Escape**

Mail signed Contract and full booth payment fee to:

Tracy Eichenberger, Merchant Chair
PMB 194
813 Oak Street Suite 10A
Conway AR 72032