



2025 FALL MARKET VENDOR APPLICATION

MARKET SHOW DATES
Friday, September 26 11AM - 6PM
Saturday September 27 9AM - 4PM

VENDOR INFORMATION

Business name:

Date:

Point of contact name:

Phone Number:

Website (if any):

Email Address:

Street Address:

City:

State:

Zip Code:

BILLING ADDRESS (if different from above)

Street Address:

City:

State:

Zip Code:

Describe your Products/Services:

List Your Door Prize Here: (\$25 Minimum Value)

Select Booth From These Options:

\$400 | 10 X 10 Main Exhibit Hall

\$600 | 10 X 20 Main Exhibit Hall

\$850 | 10 X 30 Main Exhibit Hall

\$240 | 10 X 10 Side Rooms 5, 6 & 7

\$100 | 10 X 10 Side Rooms 8, 9, & 10
(Farmers Market and Not-For-Profit)

Select Additional Amenities Needed:

Check if you need Pipe & Drape?

Check for extra table tables. How many will you need?

Check for extra table covers. How many will you need?

Enter totals
from left:

Enter the rate of the booth you selected:

Do you want a corner booth? Add \$35:

Center aisle facing & corner? Add \$70:

Additional Tables are \$5/ea. (Total):

Additional table covers are \$15/ea. (Total):

GRAND TOTAL:

(sales tax is paid by station)

Booths in **MAIN EXHIBIT HALL** come with Optional Pipe & Drape, power, WiFi, (1) 8' table, (1) table cover & (2) chairs. **Booths in Rooms 5, 6, & 7** come with WiFi, (1) 8' table, (2) chairs, and (1) optional table cover. **Booths in Rooms 8, 9, & 10** come with WiFi, (1) 8' table, and (2) chairs. *The station does not provide extension cords. Booth assignments will not be given until paid in full.*

KAUZ, LLC accepts payment by cash, check, money order, ACH, and credit card (service fee applies to all credit card charges)

Address all payments by check and/or money-order to "To the order of KAUZ, LLC."

For credit card payments [CLICK HERE](#) and follow all the instructions to submit a secure payment

Send a completed Vendor Form including all initials and signature with full payment to

KAUZ, LLC
ATTN: Business Office
3601 Seymour Hwy
Wichita Falls, TX 76309

If paying by credit card, email a completed Vendor Work Order including signature and date to vendor@kauz.com.

ATTENTION FOOD VENDORS:

All food items must be prepackaged or sealed when sold to the customer. Otherwise, the MPEC assesses an additional fee on food vendors selling food intended to be eaten at the Fall Market. Notify a KAUZ representative if approached about additional fees not listed here.

Vendor Signature:

Date:

By signing the Vendor Application, you are agreeing to the Terms of Agreement on pages two through four of this document.

This Terms of Agreement is made effective as of the date of the vendor's signature at the bottom of the attached Fall Market Vendor Application (hereinafter referred to as "the Vendor Application"), and between the business (hereinafter referred to as "the Vendor") identified on the Vendor Application, and KAUZ, LLC (hereinafter referred to as "the Station").

WHEREAS The Station has the exclusive right to lease booth space and all disclosed options therein at the Wichita Falls MPEC (hereinafter "the MPEC") located at 1,000 5th Street, Wichita Falls, TX, 76301, for the period 7:00 AM Thursday, September 25, 2025 until 11:59PM Saturday, September 27, 2025, and for the select purpose of hosting the KAUZ Fall Market (hereinafter referred to as "the Event") 11:00 AM until 6:00 PM Friday, September 26, 2025 and 9:00 AM until 4:00 PM Saturday, September 27, 2025.

WHEREAS The Vendor desires to rent booth space and select options therein for the period 01:00 PM Thursday, September 25, 2025, until 4:00 PM Saturday, September 27, 2025, and for the sole purpose of selling the Vendor's goods and/or services during the Event.

NOW, THEREFORE, it is agreed:

1. The Station will provide selected booth space and selected options on the Vendor Application, as available at the time of the effective date, to the Vendor for the purpose of conducting sales of goods and/or services during the Event. The permitted use of space at the MPEC, by the Vendor, is limited to the area assigned by the Station as identified to the Vendor by the station representative prior to the Event. In general, the Vendor is guaranteed each item selected therein as available at the time of the effective date.
2. The hours of operation of the Wichita Falls MPEC around the Event will be 7:00 AM to 9:00 PM Thursday, September 25, 2025, 8:00 AM to 9:00 PM Friday, September 26, 2025, and 8:00 AM to 9:00 PM Saturday, September 27, 2025 unless a representative from the Station notifies the Vendor otherwise.
3. The Vendor may load-in through the bay doors at the back of main exhibit hall, Thursday, September 25, 2025 between 01:00 PM and 9:00 PM. The Vendor may also setup during this time or if needed, Friday, September 26, 2025 between 8:00 AM and 10:30 AM. The Vendor will be completed with setup no later than 10:30 AM, Friday, September 26, 2025
4. The Vendor may tear down and load-out through the bay doors at the back of main exhibit hall between 4:15 PM and 8:00 PM Saturday, September 27, 2025. The Vendor will not tear down or leave booth unattended prior to 4:00 PM Saturday, September 27, 2025, except in the case of an emergency and with approval from the Station representative. The vendor will be assessed a \$50 fee should the vendor leave booth unattended or should the vendor tear down their booth prior to 4:15 PM, Saturday September 27, 2025.
5. The Vendor may drive his or her vehicle and/or trailer to the bay doors at the back of main exhibit hall to load-in and load-out the Vendor's products and equipment. The Vendor's vehicle tires and/or trailer tires must always remain on tile.
6. The Station representatives will be stationed at the front of main exhibit hall to assist the Vendors.
7. Upon request, the station will provide pipe and drape, power, Wi-Fi, one table with tablecloth, two chairs, and five credential badges for the Vendor's booth. The Vendor has the option to purchase additional options as listed on the Vendor Application.
8. The Vendor agrees to pay a non-refundable security deposit of \$100 upon submission of the Vendor Application to reserve booth space at the Event, and agrees to pay the balance of the Vendor Application minus the security deposit no later than July 15, 2024. Failure to pay the final balance of the Vendor Application will result in cancellation of the Vendor's reservation.
9. In the event of a returned check, the Vendor will be assessed a \$75 fee. Should a returned check fee be assessed, the Station will provide notice by certified letter to the Vendor. Upon receiving the certified letter, the Vendor will pay the Station the returned check fee and the full amount of the returned check by money-order within two-days of the date of the certified letter.
10. The Vendor may cancel the Vendor Application prior to August 1, 2025 without penalty. Should the Vendor cancel this agreement prior to August 1, 2025, the Station will refund all the refundable payment(s) paid to the Station in compliance with the terms of agreement.
11. The Vendor may not cancel the Vendor Application after August 1, 2025, except by approval of the Station. The Vendor agrees to forfeit all payments should the vendor cancel after August 1, 2025. In general, all sales are final August 2, 2025.

12. The Vendor is responsible for maintaining the booth space in an organized and neat manner. This responsibility includes removal of all trash. Should the Vendor fail to keep the booth space in an orderly manner, the Vendor will be assessed a \$100 trash removal fee.
13. The station is not obliged to provide telephone, food, beverages, labor, or decorations outside of the beforementioned items. The Vendor shall also be responsible for payment of other charges like telephone, food, beverage, labor, and decorations, plus applicable permits, taxes, etc. to the concerned authorities.
14. All displays must be free standing or attached to free standing walls provided and setup by the Vendor within the Vendor's allotted booth space or attached by string and hook to the pipe and drape inside the Vendor's booth space. Nothing may attach to walls or columns of the MPEC by any means at all. Signs must not block other vendor booths.
15. The Vendor agrees to indemnify and hold the Station harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Station that resulted from the acts or omissions of the Vendor and/or the Vendor's employees, agents, or representatives. The Vendor shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting the Vendor's products and/or services at the Event.
16. The occurrence of any of the following shall constitute a material default under these Terms of Agreement:
 - a. The failure to make full payment by end of day August 1, 2025.
 - b. Cancellation by the Vendor without approval by the Station after August 1, 2025.
 - c. The insolvency or bankruptcy of either party.
 - d. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
 - e. The failure to make available or deliver of the services in the time and manner provided in this agreement.
17. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of these terms of Agreement.
18. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks or infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strike, lockouts, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act of omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, of its employee, officers, agents, or affiliates.
19. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue

mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

20. These Terms of Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of these Terms of Agreement. The Terms of Agreement supersedes any prior written or oral agreements between the parties.
21. If any provision of the Terms of Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
22. The Terms of Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
23. These Terms of Agreement shall be construed in accordance with the laws of the State of Texas.
24. Any notice or communication required or permitted under these Terms of Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as on party may have furnished to the other in writing.
25. The failure of either party to enforce any provision of these Terms of Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
26. Neither party may assign or transfer these Terms of Agreement with the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.