

SHOW RULES, INDEMNITY AND RELEASE AGREEMENT

The Real Texas Gun Show® presented By Aubrey Sanders Jr. LLC

1. **LOADED GUNS ARE NOT ALLOWED INSIDE THE BUILDING AT ANY TIME.** This is not negotiable. Unload your guns, magazines, and clips before you enter the building. Check every gun on your table often. If a peace officer finds you with a loaded gun in the building, you are subject to arrest and very well may go to **JAIL**. If you have a concealed carry license, you may face a suspension of that license. Show management reserves the right to check all bags, purses, and containers to ensure that no firearms or prohibited materials are being brought into the show by dealers or patrons.
2. **AMMUNITION:**
 - A. **Belton** - Ammunition components including powder and primers are allowed into the building in Belton, **NOW** ammunition is available only in one area inside the building. Additional ammunition may be available in the parking lot if the dealer has at least three tables inside the building.
 - Port Arthur, McKinney, Orange** Ammunition components including powder and primers are allowed inside the building. Ammunition must be in sealed packages.
3. **Safety Rules.** Be careful, use common sense, and always obey the following rules:
 - **NEVER** load any firearm in the show for **any reason**
 - Treat all guns as if they were loaded.
 - Never point a gun at anything you are not willing to destroy.
 - Keep your finger off the trigger.
4. **General.** Obey all applicable federal, state, and local laws, rules, ordinances, and regulations. If you have any questions about these laws, consult your attorney for advice. Show exhibitors are expected to make only factual representations regarding the quality and authenticity of the items displayed and sold at the show.
5. **Record Keeping and Identification.** No dealer or seller may display any sign or written notice which constructively states that any firearms offered for sale are part of a private collection and thus not subject to record-keeping, personal identification, and/or background check requirements. Although current law does not require such personal identification, background checks or record keeping by non-licensees, written notices as described herein are not allowed. Any non-licensed seller of firearms shall positively determine by means of a picture ID issued by a governmental agency the residency and age of a prospective buyer. Sales of handguns can only be made to Texas residents 21 years of age or older. Sales of rifles and shotguns can only be made to person 18 years of age or older. Out of state visitors may only purchase rifles or shotguns.
6. **Gun tying and safety measures.** All firearms that fire fixed ammunition will be checked, cleared, and tied in an inoperable position. This rule is not negotiable. **FREE** gun tie cables are provided for this purpose. Do not snap or pull the trigger on your guns. A dealer snapping the trigger or otherwise playing with a gun has caused all but one negligent discharge that we at TRTGS have witnessed.
7. **MERCHANDISE**
 - A. **Guns.** We primarily want dealers who sell guns and directly related items. **This is a GUN SHOW!**
 - B. **Ammunition.** Allowed as specified in paragraph 2 above.
 - C. **Tear gas, pepper gas, stun guns, etc.** All gas-emitting devices must remain in their factory-sealed cartons. Any devices found out of their cartons are treated the same as a loaded gun. Do not leave activated electronic devices where the public can pick them up. Use some common sense here. Maintain personal control of these devices during any demonstrations.
 - D. **Jewelry.** In hopes of maintaining the interest of various family members, quality jewelry is allowed in the show. Gold will be 14 karat or better, and silver will be sterling or better. Plated, filled, or any other type of coated jewelry will not be allowed regardless of any claims about its durability.
 - E. **Art & Books.** Art and books are restricted to gun-related topics, military, hunting, wildlife, Western and American Indian, and historical subjects. **General arts and crafts, handicrafts, beadwork, quilts, dolls, flea market items, etc. are not allowed.** No adult and/or sexually oriented magazines, books, or articles are allowed.
 - F. **Other sale items.** Knives, swords, militaria, items of historical interest, quality coins & currency,
8. **Checks.** TRTGS will take dealers' checks for show charges anytime unless you give us a good reason not to. Bounce a check once and you're strictly cash forevermore.
9. **Credit Card Machine,** A credit card machine is now available for dealer convince. It will be used for deposit or payment of space at the show .
10. **Cancellations, Refunds, Rollovers and Limitation of Damages**

If your table is forfeited, we are not responsible for any consequential damages, lost sales, lost profits, expenses, or other related damages.
You agree that any damages you may suffer as a result of forfeiture are liquidated, and any such damages are limited to a refund of the table fee.
11. **Subletting of Tables.** There should be no subletting of tables without prior knowledge and consent of the promoter. Should you want to rent space with a friend please inform the promoter in advance of all shows he will if possible put you together.
13. **No cameras, tape recorders, or other recording devices** are permitted in the show without the specific prior authorization of show management.

14. **Show hours** (Unless specified otherwise at the show). Load in will be from 12:00 noon until 8:00 PM on Friday and 7:00 AM till 9:00 AM Saturday morning. Actual show hours are 9:00 AM to 5:00 PM on Saturday and 10:00 AM till 5:00 PM on Sunday. Dealers are expected to clear the venue by 9:00 PM Sunday unless prior arrangements have been made. Dealers are allowed into the building before the show at 7:00 AM Saturday and 9:00 AM Sunday.
15. **Attendance.** Dealers are expected to man their tables during show hours. We understand that situations occur that require coming in late or leaving early. However, be forewarned that those dealers who consistently do so will be placed at the back of the room in subsequent shows. If a dealer must leave early, he must exit through the small personnel doors or as directed by the management. Large overhead doors will not be opened during show hours except in the direst situations. Large carts or wagon are not allowed in the aisles during show hours.
16. **No one under 18 years** of age will be admitted to the show unless accompanied by a parent.
17. **INDEMNITY AND RELEASE.** IN CONSIDERATION OF THE UNDERSIGNED'S ATTENDANCE AT **THIS SHOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE UNDERSIGNED RELEASES THE REAL TEXAS GUN SHOW® (TRTGS) AND THEIR HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, INSURERS, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ALL PAST, PRESENT, AND/OR FUTURE CLAIMS, DEMANDS, DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, LOST PROFITS DAMAGES, COSTS OF COURT (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), AND CAUSES OF ACTION OF ANY NATURE, WHETHER IN NEGLIGENCE, GROSS NEGLIGENCE, CONTRACT, OR IN TORT, OR ARISING UNDER ANY STATUTE OR REGULATION, OR ANY LEGAL THEORY. THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY RGS AND THEIR HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, INSURERS, PREDECESSORS, SUCCESSORS, PURCHASERS, AND ASSIGNS FROM ALL CLAIMS, GRIEVANCES, COMPLAINTS, CAUSES OF ACTION, LIABILITIES, OR DAMAGES, FILED BY, THROUGH, OR ON BEHALF OF THE UNDERSIGNED AGAINST RGS. THE UNDERSIGNED FURTHER AGREES THIS INDEMNITY APPLIES TO ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, OR DAMAGES, BROUGHT BY OR ON BEHALF OF THE UNDERSIGNED, OR ON BEHALF OF PERSONS OR LEGAL ENTITIES NOT NAMED HEREIN, WHICH CURRENTLY EXIST OR WHICH MAY EXIST IN THE FUTURE. THE UNDERSIGNED'S OBLIGATION TO INDEMNIFY TRTGS SHALL BE WITHOUT REGARD TO THE NEGLIGENCE OF TRTGS, WHETHER THE NEGLIGENCE BE ACTIVE OR PASSIVE, SOLE OR CONCURRENT, SIMPLE OR GROSS, COMPARATIVE, CONTRACTUAL, OR ANY OTHER DEGREE OR TYPE OF NEGLIGENCE. THE UNDERSIGNED FURTHER AGREES THIS INDEMNITY APPLIES TO ALL ATTORNEYS' FEES AND COSTS INCURRED BY RGS, ITS INSURERS, ATTORNEYS, AND AGENTS IN DEFENDING AGAINST SUCH CLAIMS, CAUSES OF ACTION, LIABILITIES, OR DAMAGES.**
18. **Contract Interpretation and Venue.** This document shall be construed and interpreted in accordance with the laws of the State of Texas. This document is performable in Tarrant County, Texas, and any suit to construe or enforce this document shall be brought in the state courts of Tarrant County, Texas. All changes or alterations this document's terms must be in writing and signed by the parties. This document binds and benefits the executors, administrators, personal representatives, heirs, successors, purchasers, and assigns of each party.
19. **Attorneys' Fees** . Should TRTGS be required to resort to legal action to enforce any of its rights under this document, the undersigned agrees that TRTGS shall be entitled to recover its reasonable and necessary attorneys' fees and costs actually incurred in enforcing such rights.
20. **Responsibility,** We cannot be everywhere at all times, so the individual must assume responsibility to make sure these rules are followed. Violation of any of the above rules may result in the immediate expulsion from the show and forfeiture of your tables.

AGREED AND ACCEPTED TO:

Signature Date

Printed Name
Aubrey Sanders Jr. L.L.C.
The Real Texas Gun Show
P.O. Box 300545
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