

# Sealed Bid Auction \* Cole's Antique Show

**IMMEDIATE POSSESSION!**

Premier Location in the Heart of Hwy 237 Antique Corridor!  
Highly Visible Location with Established Vendors!

Tract 1 Southwest View



*Round Top, Texas*

## INFORMATION BOOK



Tract 1 Front View



Tract 2 Entrance

**3637 State Hwy 237, Round Top, TX 78954**

- 100,000+ Sq. Ft. Under Roof • 66,000 Sq. Ft. Fully Climate Controlled
- Over 250 Established Vendors • Substantial Income Potential
- 165 Booth Spaces Fully Climate Controlled • 7 Efficiency Apartments
- 87 RV Hookups • 1,756 Sq. Ft. Metal Sided Home & Shop



*Bids Due: Thursday, August 29 \* 5pm CDT*

**SCHRADER**  
Real Estate and Auction Company, Inc.

4% Buyer's Premium 972.768.5165  
[www.SchraderAuction.com](http://www.SchraderAuction.com)

## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.



**SCHRADER REAL ESTATE & AUCTION CO., INC.**  
950 N. Liberty Dr., Columbia City, IN 46725  
**260-244-7606 or 800-451-2709**  
**SchraderAuction.com**

### TERMS & CONDITIONS:

**BIDDING PROCEDURE:** The property will be offered via a Sealed Bid Auction with bidding procedures more specifically outlined in the Sealed Bid Packet. The final bids are subject to the Seller's acceptance or rejection.

**PURCHASE CONTRACT:** With the submission of a Bid(s), each Buyer is required to sign the purchase contract documents in the forms provided in the Sealed Bid Packet. All statements & information in the marketing materials are subject to the terms & conditions of the purchase contract documents. Seller shall not be bound by any statement, promise or inducement that is not contained in the purchase contract documents.

**BUYER'S PREMIUM:** The purchase price will be the bid amount plus a 4% buyer's premium.

**DOWN PAYMENT:** 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, & ARE CAPABLE OF PAYING CASH AT CLOSING.

**DEED:** Seller shall be obligated only to convey a merchantable title by Trustees Special Warranty Deed.

**EVIDENCE OF TITLE:** Seller agrees to make available to bidder a preliminary

title insurance commitment to review prior to auction. The cost of title insurance will be shared equally (50:50) by buyer(s) & Seller. Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, & similar related matters. All tracts sold "AS-IS".

**CLOSING:** The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

**POSSESSION:** Possession shall be at closing, subject to rights of current tenants.

**SURVEY:** A new survey will be obtained only in necessary to record the conveyance or if otherwise deemed appropriate in the Seller's sole discretion. If a new survey is obtained, the survey cost will be shared equally by Seller & Buyer.

**TRACT MAPS; ACRES:** Tract maps, advertised acres, building dimensions & square footages are approximations based on existing tax parcel data, legal descriptions &/or aerial mapping data & are not provided as survey products.

**REAL ESTATE TAXES:** Real Estate taxes shall be prorated to the date of closing.

**MINERALS:** Seller specifically excepts & reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, & all other hydrocarbons, lignite, & all metallic minerals, etc., if any, associated with the referenced real estate, & the term "Property" will not include any mineral rights.

**CONDUCT OF AUCTION:** The conduct of the Sealed Bid Auction will be at the direction & discretion of the Auction Company, Seller & its agents reserve the right to preclude any person from bidding if there is any questions as to the person's identity, credentials, fitness, etc.

**AGENCY:** Schrader Real Estate and Auction Company, Inc., Paul A. Lynn & Associates & their representatives are exclusive agents of the Seller.

**DISCLAIMER & ABSENCE OF WARRANTIES:** ALL PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE BY SELLER OR AUCTION COMPANY CONCERNING THE PROPERTY. Prospective bidders are responsible for conducting their own independent inspections, investigations, inquiries & due diligence concerning the property. The information contained in the marketing materials is provided in order to facilitate (and not as a substitute for) a prospective bidder's pre-auction due diligence. All marketing materials are subject to a prospective bidder's independent verification. Seller & Auction Company assume no liability for any inaccuracies, errors or omissions in such materials. All sketches & dimensions are approximate.

**CHANGES:** Please regularly check [www.schraderauction.com](http://www.schraderauction.com) to review any changes and/or additional information. **THE PURCHASE CONTRACT DOCUMENTS WILL SUPERSEDE THE MARKETING MATERIALS & ANY OTHER PRIOR STATEMENTS.**

**Auction Manager: Brent Wellings Email: [brent@schraderauction.com](mailto:brent@schraderauction.com)**

Real Estate License #618910 Auctioneer License #16950

In Cooperation with Paul A. Lynn & Associates, LLC TX Broker #9000489

# BOOKLET INDEX

- **LOCATION & TRACT MAPS** **PAGE 5**
- **TOPOGRAPHY MAP** **PAGE 9**
- **FLOOD MAP** **PAGE 11**
- **TAX STATEMENTS** **PAGE 13**
- **TEMPLATE RENTAL AGREEMENT** **PAGE 17**
- **ADVERTISED PRICE SHEET** **PAGE 23**
- **MAIN BUILDING BOOTH MAP** **PAGE 25**
- **ANNEX BUILDING BOOTH MAP** **PAGE 27**
- **PHOTOS** **PAGE 29**



Tract 1 Southwest View



# LOCATION & TRACT MAPS

# LOCATION & TRACT MAPS



**PROPERTY LOCATION:** 3637 State Hwy 237, Round Top, TX 78954

**BID DELIVERY LOCATION:** *In Person Delivery* - 3637 State Hwy 237, Round Top, TX 78954  
*UPS or FedEx Delivery* - 101 N. Main Street, Stillwater, OK 74075

# LOCATION & TRACT MAPS







# TOPOGRAPHY MAP

# TOPOGRAPHY MAP



Source: USGS 3 meter dem

Interval(ft): 3.0

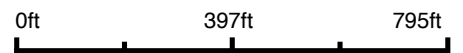
Min: 458.4

Max: 472.4

Range: 14.0

Average: 465.9

Standard Deviation: 3.87 ft



7/18/2024

Fayette County  
Texas

Boundary Center: 30° 1' 28.39, -96° 43' 21.68

Maps Provided By:



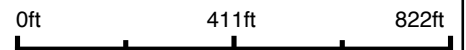
© AgriData, Inc. 2023 www.AgriDataInc.com

# FLOOD MAP

# FLOOD MAP



Map Center: 30° 1' 28.39, -96° 43' 21.68



Fayette County  
Texas



© AgriData, Inc. 2023 www.AgriDataInc.com  
12 Flood related information provided by FEMA

7/18/2024

# TAX STATEMENTS

# TAX STATEMENT

## TAX RECEIPT

08/02/2024 10:09AM

FAYETTE COUNTY APPRAISAL DISTRICT  
 PO BOX 836  
 111 SOUTH VAIL ST  
 LA GRANGE, TX 78945-0836

Receipt Number

**770145**

Date Posted 01/12/2024  
 Payment Type P  
 Payment Code Full  
 Total Paid **\$49,489.56**

PAID BY:

BOK FINANCIAL

Property ID	Geo	Legal Acres	Owner Name and Address									
52867	50-0033-0720000-020	10.1140	COLE JIM R EXEMPT LIFETIME TRUST 3009 POST OAK BLVD STE 1300 HOUSTON, TX 77056									
Legal Description												
ABS A033 COLTON D E LG, 10.114 ACRES, HSE/BARN, FARM BLDGS, RV HOOKUPS												
Situs	DBA Name											
150 HUENEFELD RD WARRENTON AREA, TX												
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
FAYETTE CO GWCD CUMMINS CREEK	2023	0.00820	708,210	67262	N	58.07	0.00	0.00	0.00	0.00	58.07	
WCID	2023	0.01882	708,210	67262	N	133.29	0.00	0.00	0.00	0.00	133.29	
FAYETTE COUNTY ROAD AND BRIDGE	2023	0.27639	708,210	67262	N	1,957.42	0.00	0.00	0.00	0.00	1,957.42	
ROUND TOP-CARMINE ISD	2023	0.13557	708,210	67262	N	960.12	0.00	0.00	0.00	0.00	960.12	
						5,340.62	0.00	0.00	0.00	0.00	5,340.62	
											<b>8,449.52</b>	

Balance Due As Of 01/12/2024: .00

Property ID	Geo	Legal Acres	Owner Name and Address									
58809	50-0033-0820000-020	12.3000	COLE JIM R EXEMPT LIFETIME TRUST 3009 POST OAK BLVD STE 1300 HOUSTON, TX 77056									
Legal Description												
ABS A033 COLTON D E LG, 12.3 ACRES, COMM - COLE'S ANTIQUE SHOW, RV PARK												
Situs	DBA Name											
3825 S ST HWY 237 TX												
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
ROUND TOP-CARMINE ISD	2023	0.75410	3,439,840	67263	N	25,939.83	0.00	0.00	0.00	0.00	25,939.83	
CUMMINS CREEK												
WCID	2023	0.01882	3,439,840	67263	N	647.38	0.00	0.00	0.00	0.00	647.38	
FAYETTE CO GWCD	2023	0.00820	3,439,840	67263	N	282.07	0.00	0.00	0.00	0.00	282.07	
FAYETTE COUNTY ROAD AND BRIDGE	2023	0.27639	3,439,840	67263	N	9,507.37	0.00	0.00	0.00	0.00	9,507.37	
						4,663.39	0.00	0.00	0.00	0.00	4,663.39	
											<b>41,040.04</b>	

Balance Due As Of 01/12/2024: .00

Tender	Details	Description	Amount
Check	0588168		49489.56
			<b>49489.56</b>

Operator BSG Batch 12221 (15985 MAIL)

Total Paid 49,489.55

# TAX STATEMENT

## TAX RECEIPT

08/02/2024 10:09AM

FAYETTE COUNTY APPRAISAL DISTRICT  
 PO BOX 836  
 111 SOUTH VAIL ST  
 LA GRANGE, TX 78945-0836

**Receipt Number**

**770145**

Date Posted 01/12/2024  
 Payment Type P  
 Payment Code Full  
**Total Paid \$41,040.04**

**PAID BY:**

BOK FINANCIAL

Property ID	Geo	Legal Acres	Owner Name and Address									
58809	50-0033-0820000-020	12.3000	COLE JIM R EXEMPT LIFETIME TRUST 3009 POST OAK BLVD STE 1300 HOUSTON, TX 77056									
Legal Description												
ABS A033 COLTON D E LG, 12.3 ACRES, COMM - COLE'S ANTIQUE SHOW, RV PARK												
Situs	DBA Name											
3625 S ST HWY 237 TX												
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
FAYETTE CO GWCD CUMMINS CREEK	2023	0.00820	3,439,840	67263	N	282.07	0.00	0.00	0.00	0.00	282.07	
WCID	2023	0.01882	3,439,840	67263	N	647.38	0.00	0.00	0.00	0.00	647.38	
ROAD AND BRIDGE	2023	0.13557	3,439,840	67263	N	4,663.39	0.00	0.00	0.00	0.00	4,663.39	
FAYETTE COUNTY	2023	0.27639	3,439,840	67263	N	9,507.37	0.00	0.00	0.00	0.00	9,507.37	
ROUND TOP-CARMINE ISD	2023	0.75410	3,439,840	67263	N	25,939.83	0.00	0.00	0.00	0.00	25,939.83	
											<b>41,040.04</b>	
												Balance Due As Of 01/12/2024: .00

**Operator Batch**  
 BSG 12221 (15985 MAIL)

**Total Paid**  
 41,040.04





# TEMPLATE RENTAL AGREEMENT

# TEMPLATE RENTAL AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT. The information provided above along with the Terms and Conditions which are attached hereto and incorporated herein by reference, shall constitute a legally binding agreement (the "Agreement") between the party named above (the "Exhibitor") and Cole's Antique Show. By signing below, you acknowledge that you have reviewed the information provided above and the Terms and Conditions, and that you agree to be legally bound thereto.

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. ASSUMPTION OF RISK / LIABILITY

- a. Exhibitor agrees to use and occupy any booth space, RV space, apartment, and/or storage space at Exhibitor's own risk. As such, Exhibitor, including all of its owners, agents, employees or assigns, hereby releases and waives any and all claims for personal injury, death, product liability, theft, breakage, or other damage, against Cole's Antique Show (including its agents, contractors, successors and assigns) from or otherwise pertaining to the booth space, RV space, apartment, and/or storage space rental hereunder (regardless of whether such claim, loss, cost, damage, injury, death, or expense is caused by acts or omissions of Cole's Antique Show, other Exhibitors, guests, invitees, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises). Additionally, Exhibitor expressly disclaims any obligation or representation related to the number of persons to be attending the Show, or the revenue to be derived therefrom.
- b. Cole's Antique Show shall have no liability to Exhibitor in the event that for any reason (including, without limitation, an event constituting force majeure, technical defect, inclement weather or the action or inaction of any government or other entity) the Show does not take place, is abandoned, is cancelled, is rescheduled, or Exhibitor's participation cannot be incorporated therein.

### 2. AUTHORITY TO MAKE CHANGES

Cole's Antique Show shall, at all times, have the right to control the manner, means and details of the Show. As such, and without limiting the generality of the forgoing, (a) Cole's Antique Show will use reasonable efforts to assign booth spaces as requested, however, Coles Antique Show reserves the right to change the times of the Show and/or rearrange and/or relocate Exhibitor in Cole's Antique Show's sole discretion; and (b) Exhibitor acknowledges and agrees that Cole's Antique Show shall retain the absolute right and authority to shut down Exhibitor's operation if, at any time and its sole discretion, Cole's Antique Show determines that Exhibitor is in material breach of this Agreement or that such action is required in order to protect the safety of other exhibitors, Show attendees, and/or the general public. Nothing herein shall relieve Exhibitor of its duties as otherwise set out in this Agreement.

### 3. BOOTH OPERATION

- a. To maintain the quality of merchandise, NO REPRODUCTIONS or merchandise made after the 1980's will be allowed inside the A/C Building without the express, prior approval of Cole's Antique Show.
- b. Exhibitor agrees to sell its Merchandise during the entire course of the Show.
- c. Setup will be 1 week prior opening day. Early dismantle is not allowed under any circumstances. Unloading and loading help is available (they work for tips). All cargo trailers and large trucks must be parked at the back fence (behind the mini-storage buildings) – NO EXCEPTIONS. Exhibitor shall be responsible for locking trailers and placing the Exhibitor's Booth number on the front thereof.
- d. All trash and debris must be cleared from area daily.
- e. Exhibits shall not exceed Booth dimensions.
- f. EXHIBITOR SHALL BE RESPONSIBLE FOR THE SAFE OPERATION OF ITS BOOTH AND FOR

# TEMPLATE RENTAL AGREEMENT

COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, CODES, STATUTES, REGULATIONS, AND ORDINANCES including, but not limited to, rules and requirements of the Fire Marshal, Health Department of the State of Texas, or any governmental entity having jurisdiction over the premises and/or the activities of Exhibitor.

g. Exhibitor agrees that it shall not utilize, exploit, sell, and/or make available for sale, any item which infringes upon the copyright, trademark, patent, right of publicity, and/or other right of any third party (this includes, but is not limited to, counterfeit goods).

h. No loud speakers, sound systems, musical instruments, microphones, or other sound amplification or broadcasting devices of any kind may be used without the express, prior written approval of Cole's Antique Show.

i. Exhibitor may not conduct a registration for a drawing of any kind without the prior written consent of Cole's Antique Show.

j. Exhibitor agrees not to use the Booth Space (or any other space rented and/or licensed from Cole's Antique Show) for any political, educational, charitable, or religious purpose.

k. Exhibitor shall not sell, display, store, manufacture, or otherwise use any hazardous materials on the premises owned and operated by Cole's Antique Show.

## 4. STORAGE UNIT

If Exhibitor licenses/leases a Storage Unit from Cole's Antique Show, Exhibitor agrees to the following:

a. Exhibitor stipulates, represents and warrants that the Storage Unit is in good order, repair, and in a safe and clean condition. Exhibitor accepts the Storage Unit "as-is." Cole's makes no express or implied warranties as to the Storage Unit's condition.

b. Unless directly caused by Cole's Antique Show, Cole's Antique Show is not responsible to Exhibitor for any damages, injuries, or losses to property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Storage Unit, or other occurrences or casualty losses.

c. Exhibitor shall not store in the Storage Unit any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion in the Storage Unit or that might be considered hazardous or extra hazardous by any governmental entity and/or responsible insurance company

d. Exhibitor will, at its sole expense, keep and maintain the Storage Unit in good and sanitary condition and repair during the term of this Agreement.

## 5. APARTMENT

If Exhibitor licenses/leases an Apartment from Cole's Antique Show, Exhibitor agrees to the following:

a. Exhibitor stipulates, represents and warrants that the Apartment in good order, repair, and in a safe, clean and tenantable condition. Exhibitor accepts the apartment "as-is." Cole's makes no express or implied warranties as to the Apartment's condition. All requests for repairs must be in writing and promptly delivered to Cole's.

b. Unless directly caused by Cole's Antique Show, Cole's Antique Show is not responsible to Exhibitor, Exhibitor's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Apartment, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Exhibitor will promptly reimburse Cole's for any loss, property damage, or cost of repairs or service to the Apartment caused by Exhibitor, Exhibitor's guests, any occupants, or any pets.

c. Apartments shall be leased/licensed at a rate of \$1,300.00 per show (regardless of nights stayed).

d. Move-in shall be during normal business hours only, and must be coordinated with Cole's Antique Show. Move-in is permitted no early than 1 week prior to the start of the Show.

e. Exhibitor shall vacate the Apartment which is subject of this agreement no later than 1 week following conclusion of the Show. Exhibitor will leave the Apartment in a clean condition free of all trash, debris, and any personal property.

f. Exhibitor shall not assign, sub-let or grant any license to use the Apartment without the prior written consent of Cole's.

g. Exhibitor will, at its sole expense, keep and maintain the Apartment in good and sanitary condition and repair during the term of this Agreement and any renewal thereof.

# TEMPLATE RENTAL AGREEMENT

h. Cole's shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Agreement to enter the Apartment to inspect the Apartment and/or make repairs.

## 6. RV SPACE

If Exhibitor licenses/leases an RV Space from Cole's Antique Show, Exhibitor agrees to the following:

- a. Move-in shall be during normal business hours only, and must be coordinated with Cole's Antique Show. Occupancy of the RV Space is permitted no early than 1 week prior to the start of the Show.
- b. Exhibitor shall vacate the space which is subject of this agreement no later than 1 week following conclusion of the Show. If Exhibitor does not vacate the space, Exhibitor agrees to accept disconnection of electricity and water by Cole's Antique Show, and agrees to pay all addition costs, fees, and/or expenses incurred by Cole's (including, but not limited to, extra legal fees and towing fees) related to eviction of Exhibitor.
- c. Cole's Antique Show reserves the right to implement and/or change rules related to use of the RV Space. Exhibitor shall be responsible for compliance with all such rules.
- d. Cole's Antique Show shall have a right of entry upon the RV Space for maintenance of utilities, maintenance of premises, and the protection of Cole's Antique Show property at any reasonable time. Cole's may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.
- e. The RV Space and Exhibitor's vehicle shall be used only for lawful, private residential purposes. No business or commercial activity of any nature shall be conducted therein or therefrom. In addition, Exhibitor shall not use the RV space for any unlawful purpose(s).
- f. Exhibitor may keep a domestic, house pet in the vehicle utilizing the RV Space ONLY with prior written permission from Cole's Antique Show. Cole's reserves the right to deny such permission if it, in its sole discretion, believes that any pet would pose a threat to the health and safety of other Exhibitors, invitees, employees, or the public in general.

## 7. SURRENDER

Upon conclusion of the Show unless a deposit is made for the following show, Exhibitor shall surrender the Booth, Storage Unit, Apartment, and/or RV Space (as applicable) in the same condition as received, ordinary wear and tear excepted. Any property not removed by Exhibitor shall be deemed abandoned. If Exhibitor leaves any property in or on the Booth, Storage Unit, Apartment, or RV Space (including, but not limited to, merchandise) after surrendering or abandoning the same, Landlord may (without notice): (a) dispose of such property in the trash or a landfill; (b) give such property to a charitable organization; or (c) seize, store, and sell such personal property. Exhibitor shall reimburse Cole's all reasonable costs for packing, removing, storing, transporting, disposing or, and/or selling the personal property left in or on the Booth, Storage Unit, Apartment, or RV Space (as applicable) after surrender or abandonment. Exhibitor waives all claims against Cole's Antique Show for any damages resulting from Cole's Antique Show's retention, removal, sale, and/or disposition of such property.

## 8. TAXES

All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Exhibitor's use of the Booth Space are the sole responsibility of the Exhibitor in compliance with Texas Law.

## 9. INSURANCE

Exhibitor shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for its own operations throughout the duration of the Show (including load-in and load-out). Said insurance must include a separate endorsement naming Cole's Antique Show (including Cole's Antique Show's parents, partners, affiliates and subsidiaries and their respective officers, directors, owners, members, and agents) as additional insureds. Said insurance must also waive all rights of subrogation against the additional insureds.

## 10. INDEMNIFICATION

EXHIBITOR AGREES TO AND DOES HEREBY PROTECT, DEFEND, INDEMNIFY AND HOLD

# TEMPLATE RENTAL AGREEMENT

HARMLESS COLE'S ANTIQUE SHOW (AND COLE'S ANTIQUE SHOW'S PARENTS, PARTNERS, AFFILIATES, AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, MEMBERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES OR EXPENSES, OF ANY NATURE WHATSOEVER, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING DIRECTLY OR INDIRECTLY FROM OR OUT OF (A) EXHIBITOR'S NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER SUCH ACT OR OMISSION IS THE SOLE OR CONCURRENT CAUSE OF ANY SUCH CLAIM, DEMAND, DAMAGE, LOSS OR EXPENSE; AND (B) EXHIBITOR'S BREACH OF THIS AGREEMENT.

## 11. MISCELLANEOUS

- a. This agreement has been entered into in the State of Texas, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of Texas applicable to agreements entered into and performed entirely within the State of Texas. The Federal and State courts located in Austin, TX shall have the exclusive jurisdiction over any and all disputes arising from or related to this agreement.
  - b. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the remainder of the Agreement.
  - c. Exhibitor warrants and represents that in executing this agreement, it has relied solely upon its own judgment, belief, and knowledge and/or on the advice and recommendations of its own independently selected and retained counsel, concerning the nature, extent and duration of its rights.
  - d. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the parties in interest at the time of the modification.
  - e. If any action or proceeding to enforce, or otherwise arising out of or relating to a breach of, this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to actual damages and other relief to which it may prove itself to be entitled.
- I have read, reviewed, acknowledge, understand and agree to all of the above Terms and Conditions, including but not limited to, Paragraph 7 regarding the surrender and abandonment of any property in or on the Booth, Storage Unit, Apartment or RV Space.

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

o



# ADVERTISED PRICE SHEET

# ADVERTISED PRICE SHEET

## COLE'S ANTIQUE SHOW

2024 SPRING SHOW

~~MARCH 21<sup>ST</sup> TO MARCH 30<sup>TH</sup>~~ *October 10<sup>th</sup> - 19<sup>th</sup>*

9:00 AM TO 6:00 PM

WARRENTON, TEXAS

(832)655-5995

CONTRACT FOR BOOTH NO. \_\_\_\_\_

Exhibitor Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
TX Sales Tax No.: \_\_\_\_\_  
Name Badges: \_\_\_\_\_  
Type Of Merchandise: \_\_\_\_\_  
RV Space No. \_\_\_\_\_ Storage No. \_\_\_\_\_ Apartment No. \_\_\_\_\_

### BOOTH CHARGES:

#### Inside (A/C) Building:

15'x15' @ \$900.00 ea. \$ \_\_\_\_\_  
15'x20' @ \$1,200.00ea. \$ \_\_\_\_\_  
15'x30' @ \$1,800.00ea. \$ \_\_\_\_\_  
Other size: \$60.00 Per Extra Foot \$ \_\_\_\_\_  
Corner \$50.00 \$ \_\_\_\_\_

#### Outside Building:

20'x20' (Frontage) @ \$750.00ea. \$ \_\_\_\_\_  
20'x20' (storage Area)\$450.00ea. \$ \_\_\_\_\_

**Total Booth:** \_\_\_\_\_

### OTHER CHARGES:

Wall cases @ \$100.00ea. \$ \_\_\_\_\_  
Tables: 6ft @ \$15.00ea. \$ \_\_\_\_\_  
8ft @ \$15.00ea. \$ \_\_\_\_\_

RV: \$25.00 Night, \$125.00 Weekly  
\$300.00 Monthly \$ \_\_\_\_\_

RV STORAGE: \$25.00 month \$ \_\_\_\_\_

STORAGE: \$75.00 monthly \$ \_\_\_\_\_

APARTMENT: \$1,300.00 per show \$ \_\_\_\_\_

**Total Other:** \_\_\_\_\_

**Total DUE:** \_\_\_\_\_

**Deposit:** \_\_\_\_\_ **\$450.00 Due W/ Contract**

**Remaining Balance:** \_\_\_\_\_ **Due Prior To Start Of Show**

SIGNED NAME: \_\_\_\_\_

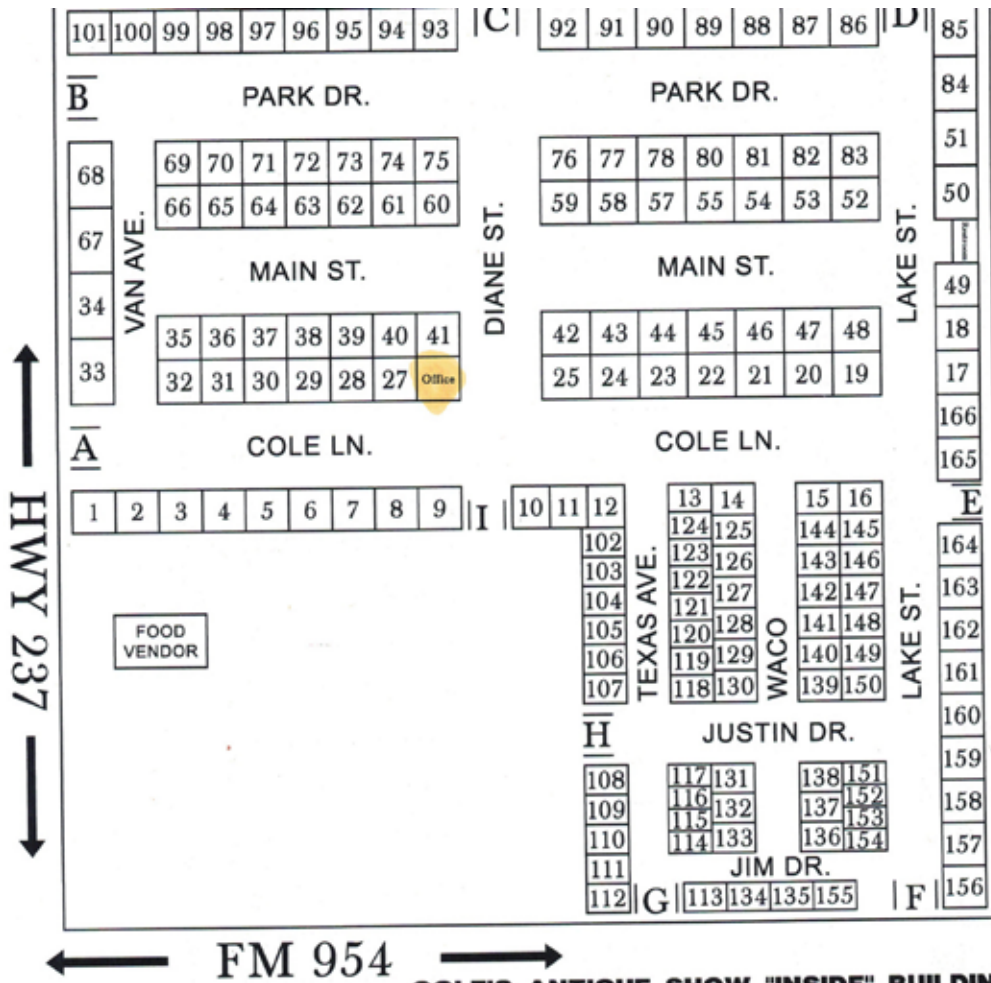
DATE: \_\_\_\_\_



# MAIN BUILDING BOOTH MAP

# MAIN BUILDING BOOTH MAP

# COLE'S ANTIQUESHOW



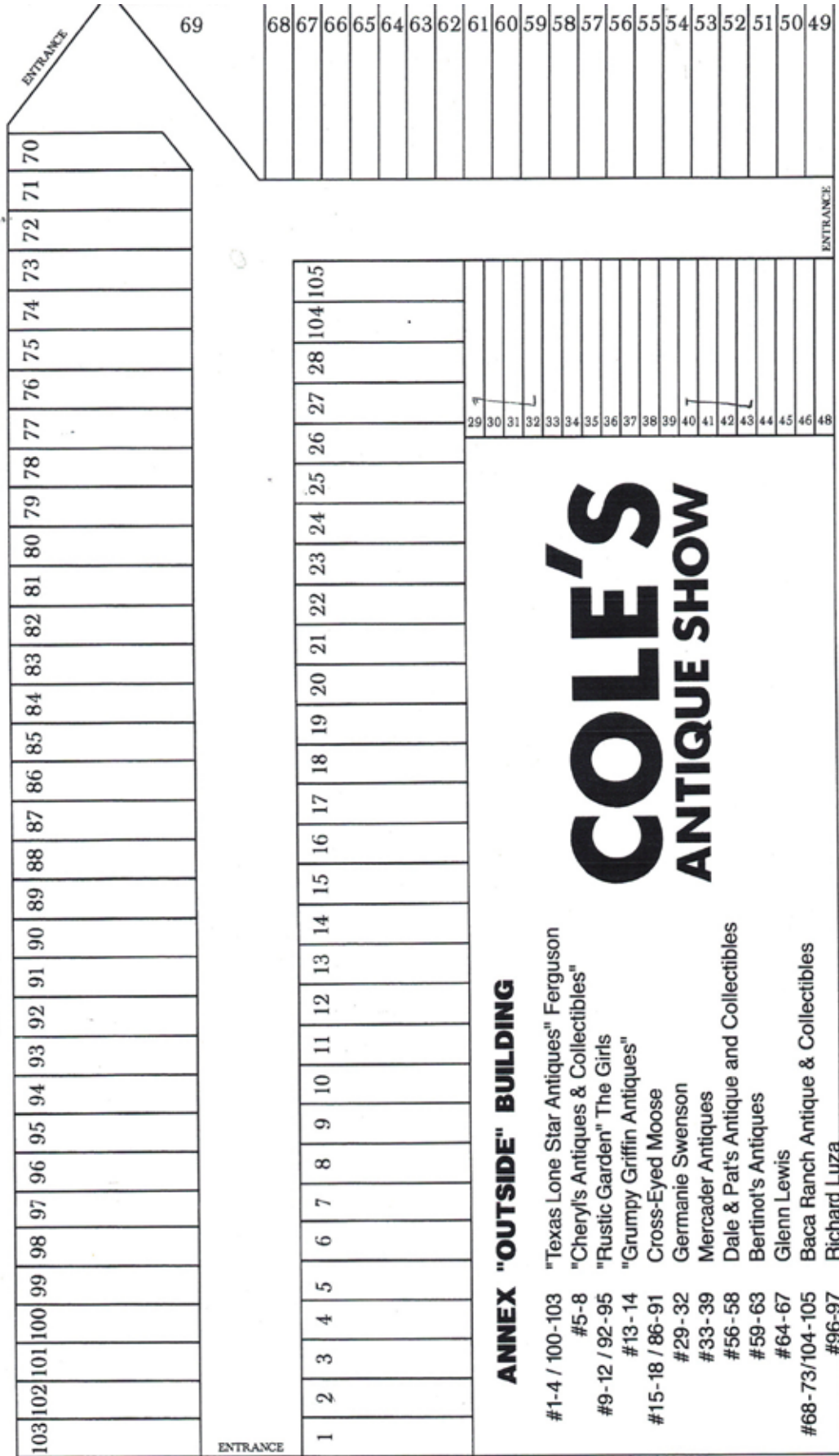
## COLE'S ANTIQUE SHOW "INSIDE" BUILDING

- |   |   |
|---|---|
| "Memories Antique" Edward Sawicki #1-4, 7, 30-32        | #86 J&M Finds   |
| Suzy Barrier #5-6                                       | #87 "Detritus Emil Knodell"   |
| Acanthus Antiques #10                                   | #89 Harry Borthwick "HP Antiques"                                     |
| Porte Galleries #11-12                                  | #91 BJ the Outboard Moter Guy   |
| Craig Ringstad #13/23                                   | #92 "Bandits Outback Antique Lightening" David Singleton              |
| Cathy's Antique Jewelry #16                             | #96 Wendell Wolff   |
| J.R. Antiques #17-18                                    | <b>FALL ONLY</b> #98 "Diversified Antique Investments" Richard Waskow |
| Down's Farms #19  | #99 "Katherine's Kollection"  |
| Kathy and Wayne Arbaugh #20-21                          | #101 "Maxwell's Silver Pattern Matching"                              |
| Christina's Fabulous Finds #24                          | #102/122-123 Chris Mulloy   |
| George's Antiques #33-34                                | #103/121 Carol Brooks   |
| "Blue Bird Antiques" Diane & Caralie #37                | #105-107 Rodney & Ruth Travis "Velasco Merchantile"                   |
| Mary Bangs #38  | #110-111 Jack Peacock   |
| "Elements of Time" #39                                  | #112 Nyla Kacer "Kacer Enterprises"                                   |
| "Global Icon, LLC" Glenn Smith #40-41                   | #113/134-136/155-158 Jeff Cotton                                      |
| Autley Newton #42                                       | #117 "P&P Antiques" Phil  |
| "Gone with the Wind Antiques" Karen & Monte King #44-57 | #118-120 Art Dealer Supply  |
| Kathy & Cody Nelson #45                                 | #126 Russell Allen "Western Collectibles"                             |
| Penny's Antiques #46-47                                 | #127 "Old West Traders" Dan & Rebeca Pauley                           |
| Jay's Emporium #50-51                                   | #128 "Western Treasures"  |
| William Reed's Antique Golf #52                         | #129 Abby Sandlin   |
| Eve & Gary Lickrer #53-55                               | #130/138 Talia Jae Jewelry, LLC (Estate Jewelry)                      |
| Valdivia Timeless Jewelry #58                           | #133 Star Glow Product  |
| "Bobbed-Tail Bay" Chelly Boykin #60-61                  | #139 Bear'z Den   |
| Doug Bryant #63   | #142 "What a Crock" Billy Winkles                                     |
| Vicky Janko #65   | #143 Elmer Diederich  |
| "Texas Lone Star Antiques" Ferguson #67-68              | #145 Southern Historical Antiques                                     |
| Galindo's General Store #69-70                          | #147 Mr. Earle's  |
| Traci Otto-Knighten "Fun Junk" #71                      | #148/163 Bob & Dee Dee Corey  |
| Sunrise Jewelers #74                                    | #151 Hanson Antiques  |
| "Look what I Found" #77                                 | #152 Dianne Silliman, Cathy Silliman                                  |
| Lady Picker From Michigan #78                           | #153-154 Mary Bryan   |
| Alan's Antiques Assessories, Etc. #81                   | #160 Carol Mithcelle  |
| Hurta's Historics #82-83                                | #164 Belinda Cheaney "Embellish"                                      |
| Peace "Secret Garden Antiques" #84-85                   | #161 "Crockett Artifacts"   |

# **ANNEX BUILDING BOOTH MAP**

# ANNEX BUILDING BOOTH MAP

← HWY 237 →



# PHOTOS

# PHOTOS



Tract 1 East View



30 Tract 1 Entrance

# PHOTOS



Tract 1 Front View



Tract 1 Highway Frontage

# PHOTOS



Tract 1 Main Building



32 Tract 1 Main Entrance & Annex



# PHOTOS



Tract 1 Additional Storage Building



Tract 1 Efficiency Apartments

# PHOTOS



Tract 1 Front Entrance



34 Tract 1 South Entrance

# PHOTOS



**Tract 1 South View**



**Tract 1 Southwest View**

# PHOTOS



Tract 2 Entrance



# PHOTOS



Tract 2



Tract 2

# PHOTOS



Tract 2



33 Tract 2 North View

# PHOTOS



Tract 2 RV Park North View



Tract 2 RV Park

# PHOTOS



Tract 1 Annex Building



40 Tract 1 Water Well



# PHOTOS



Tract 1



Tract 1

# PHOTOS



# PHOTOS



Tract 1



Tract 1

# PHOTOS



Tract 1



44 Tract 1

# PHOTOS



Tract 1



Tract 1

# PHOTOS



Tract 1



46 Tract 1

# PHOTOS



Tract 1



Tract 1

# PHOTOS





# PHOTOS



Tract 1 RV Hookups



Tract 2 RV Hookups

# PHOTOS



Tract 2 RV Park



50 Tract 2 RV Septic

# PHOTOS



Tract 2 RV Septic



Tract 2 Water Well

# PHOTOS



Tract 2



52 Tract 2

# PHOTOS



Tract 2



Tract 2

# PHOTOS



Tract 2



54 Tract 2

# PHOTOS



# PHOTOS



Tract 2



56 Tract 2



# PHOTOS





Tract 1 Front View



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

950 N. Liberty Dr., Columbia City, IN 46725

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

