



MARKET STREET FINE ARTS SHOW APPLICATION
SPRING SHOW: May 02, 2026 (RAIN DATE May 09, 2026)

Application Deadline –03/31/2026

Registration Information (please print or type clearly) Communication for the show takes place primarily from email – so please be sure to include an email! - Please see “Application Submission Instructions” attached.

Name _____
 Street Address _____
 City, Zip Code _____ Zip Code _____
 Phone _____ Cell Phone _____
 Email address _____

<u>Medium:</u>	Clay	Digital Art	Drawing	Glass	Fiber: (Circle One)
	Jewelry	Leather	Metal	Mixed Media	Baskets Books
	Painting	Photography	Sculpture	Wood	Paper Quilts
					Weaving

- Yes, I can attend the rain date listed above.
 No, I cannot make the rain date. (If you are unable to attend the rain date and it should rain, only half of the booth fee will be refunded.)

Each artist(s) is required to be in a tented space, which is provided with your entry fee. Please indicate your tent size by writes YES in the boxes below. If you have additional request, please add the quantity & total price.

Booth Requirements	Application Fee	Quantity	TOTAL
10x10 Tent	\$150.00		
10x20 Tent	\$275.00		
Additional requests	Rental Fee		
6' Table	\$15.00		
Chair (white)	\$5.00		
*Electricity for booth	\$50.00		
TOTAL			

*Electrical will be limited and only available to applicants on a first come first serve basis – based on when the application is received.

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement is made with applicant at the above said address between Licensor IMI MSW LLC, a Texas Corporation at 9595 Six Pines Drive, #6290, The Woodlands, Texas, 77380.

NOW, THEREFORE, in good and valuable consideration the Licensee, intended to be legally bound, covenants and agrees as follows:

Licensee shall protect, defend, indemnify, save and hold harmless, Licensor, its own subsidiaries, officers, directors, employees and IMI MSW LLC, its owners, shareholders, officers, directors, employees and agents and any tenant or occupant of the Shopping Center and any fee owner or ground or underlying of the Shopping Center and any fee owner or ground or underlying lessors of the Shopping Center, against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by of in favor of anyone whomsoever, and against and from any and all costs, damages and expenses, including attorneys’ fees, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from, or on account of, any directly or indirectly, out of or from, or on account of, any accident or other occurrence in, upon, at or from the Premises, or occasioned in whole or in part through the negligent use of occupancy of the Premises, or by any negligent use of the occupancy of the Premises, or by any negligent act or omission of Licensee, or any employees, agents, contractors or invitees in, upon, at or from the Premises or its appurtenances or any part of the Shopping Center.

 Signature of applicant Date



Spring Application Deadline – 03/31/2026

Application Submission Instructions

Please return your application to the address below. **Payment MUST accompany application.** Please make checks payable to “IMI MSW LLC”.

Attach to the completed application (applications missing the following information will be disqualified)

- A brief bio or artist statement
- 5 non-returnable photos of your original artwork
- Photos must be no smaller than 4 x 6 and of current work – no references to websites.
- Photos must be labeled with medium, date of work, and title of piece
- Payment (Applications not accepted will be fully refunded)

Applications can be dropped at the Concierge Desk or mailed to:

*Market Street - Art Show
9595 Six Pines Drive, Suite 6290
The Woodlands, TX 77380*

The Market Street Fine Art Show is open to any artist living in the greater Woodlands community. The event will take place in a unique open air, pedestrian friendly, and main-street setting. Participants will be notified of acceptance 2 weeks after the application deadline.

Artist Information

- Each booth space measures 10' x 10' and is 6' in height. Artwork and display walls must be contained within this space. More than one booth can be purchased if extra space is needed.
- Artists extending beyond the 10' x 10' boundary will be asked to remove items, so please plan accordingly.
- Each artist(s) is required to be in a tented space, which is provided with your entry fee.
- The location of the show will be in the Central Core of Market Street.
- Artists are selected into the show by a panel of judges
- If you are unable to attend the rain date, half of the booth fee will be refunded. Should both days be rained out ½ of the booth fee will be refunded to all artists.
- Artists that decline to participate less than 2 weeks prior to the show will not be refunded.
- Market Street kindly requests all pets be left at home.
- Each artist is responsible for collecting and reporting Texas sales tax for sales at the show.
- Artists not accepted into the show will be fully refunded.
- Booth placement and setup/breakdown schedules will be mailed on 2 – 3 weeks prior to the show.

Policies: The following policies and regulations have been established for the Market Street Art Show to ensure quality and integrity of process, presentation and patron experience:

- All artists represented on the entry form must personally attend their exhibit and must be present during the entire day and exhibit hours posted for the public. The Show is compassionate towards working, collaborative artists who experience honest family hardships as a result of this policy. Collaborating artists wishing an exemption from this policy should contact Market Street Management Office prior to applying, who will provide specific requirements for exemption.
- Works exhibited must be consistent with images submitted by artist(s).
- All work submitted and exhibited must be original, hand-crafted work produced by the artist and may not be the result of work by any person other than the artist(s) applying, or from commercial kits, molds, patterns, plans, prefabricated forms or other commercial methods.
- Artists may apply in multiple categories.
- Photographers and printmakers are encouraged to do their own printing. They are required to disclose their creative and printing process.
- T-Shirts are not allowed to be sold.
- Artists retain 100% of their sales and are responsible for the collection and reporting of all applicable sales taxes. Texas state tax is 8.25%.
- All artists are expected to comply with all regulations and respect artistry standards. The Show reserves the right and responsibility to ensure compliance of all regulations. This is not limited to refusal of any work to be exhibited that is not consistent with images submitted and work accepted for display by the jury. Failure to comply and cooperate with Show officials will result in the exhibitor's removal from the show and exhibitor's right to exhibit in future shows may be refused
- The Show discourages any person from applying if they are inclined to misrepresent both their craft and the industry.
- Artist is responsible for proper insurance and protection of work and set-up. The Show will not be responsible for damage to work or set-up due to weather or unrelated incidents. Minimum Insurance Requirements are included in the following pages.



Applicable in Lieu of Certificate or Insurance:

Applicant (“Licensee”) agrees to indemnify, defend, and hold harmless Property Owner, Property Manager, the shopping center, and their respective partners, members, officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, demands, causes of action, damages, losses, liabilities, liens, fines, penalties, judgments, and expenses (including reasonable attorneys’ fees and court costs) arising out of or related to:

1. The use or occupancy of the Shopping Center premises, including all common areas, parking areas, sidewalks, service drives, and adjacent areas used in connection with the event;
2. The event itself, including setup, breakdown, and load-in/load-out activities;
3. Any act, omission, or negligence of Licensee or its employees, agents, contractors, subcontractors, vendors, exhibitors, performers, volunteers, sponsors, or invitees;
4. Any bodily injury, death, property damage, theft, or loss occurring in connection with the event;
5. Any violation of federal, state, or local laws, ordinances, fire codes, health regulations, alcohol regulations, or permit requirements.

This indemnification obligation applies whether claims arise before, during, or after the event and shall survive termination of this Agreement.

Notwithstanding the foregoing, Licensee shall not be required to indemnify an Indemnified Party to the extent a claim is caused by the sole gross negligence or willful misconduct of such Indemnified Party.

Signature of applicant

Date



MINIMUM INSURANCE REQUIREMENTS – SPECIAL EVENTS – 1/2026

CalPERS RIM Section 10

CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES MUST BE OBTAINED PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROPERTY.

Notice of Cancellation: Certificates of Insurance must provide for at least thirty (30) days prior written notice of cancellation or material change (or at least 10 days for non-payment of premium) to the below.

All Vendors & Contractors shall:

- Carry the insurance listed above with insurance companies acceptable to Landlord; and
- Furnish Certificates of Insurance to Landlord evidencing required coverages and listing all required additional insureds at least ten (10) business days prior to entry in the Shopping Center, and Renewal Certificates at least thirty (30) days prior to the expiration dates of Certificates previously furnished.

Mail or Email COI to:	
Mail:	Email:
IMI MSW LLC Market Street Woodlands 9595 Six Pines Drive, Suite 6290 The Woodlands TX 77380 Attn: John Pearson or Sonia Venegas	svnegas@trademarkproperty.com jpearson@trademarkproperty.com msw_accounting@trademarkproperty.com

Note: If subcontractors are used, the contractor must require subcontractors to meet the same insurance requirements.

LIABILITY COVERAGES

- Commercial General Liability Insurance:
 - \$1,000,000 Per Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$2,000,000 General Aggregate
 - \$1,000,000 Personal Injury & Advertising Injury Liability

Coverage is to include:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Contractual Liability
- Broad Form Property Damage including completed operations liability
- Exception to a pollution exclusion for Bodily Injury or Property Damage Liability from a hostile fire
- No exclusions pertaining to demolition, excavating, collapse, underground work, and blasting
- Completed operations coverage, if applicable, to be continued for 10 years or applicable maximum state statute of limitations for property damage after acceptance of work under contract
- Liquor liability, if the vendor is in the business of selling or serving alcoholic beverages, otherwise host liquor liability
- Coverage written on an Occurrence form basis



- Auto Liability Insurance
\$1,000,000 Per Accident

Coverage is to include:

- Owned, leased and non-owned vehicles used by or on behalf of the vendor or contractor. This requirement may be waived by the CalPERS Real Estate Partner if prudent.

- Workers' Compensation and Employer's Liability Insurance:
Workers' Compensation – Statutory:

Employer's Liability:

- Bodily Injury by Accident \$1,000,000 Per Accident
- Bodily Injury by Disease \$1,000,000 Policy Limit
- Bodily Injury by Disease \$1,000,000 Per Employee

- Umbrella Excess Liability Insurance – excess of the General, Auto and Employer's Liability Insurance:
\$5,000,000 Per Occurrence/Aggregate

Coverage is to be at least as broad as the primary insurance or provided on a following form basis.

Other Liability Insurance Requirements:

- A. The General Liability, Auto Liability and Excess Liability policies shall name as additional insureds all the entities in the chain of ownership of the property (Eff 05/03/2017), including:

IMI MSW LLC	Market Street Woodlands, L.P.
IMI Woodlands GP LLC	Trademark Market Street Woodlands Investments, L.P.
IMI Woodlands LLC	Trademark Six Pines, L.P.
Institutional Mall Investors LLC	MCA Mall Investors LLC
Trademark Management, LTD.	Miller Capital Advisory, Inc.
California Public Employees' Retirement System (CalPERS)	Trimont LLC, as Master Servicer Loan, its successors and or assigns
Any other entities the vendor or contractor is required to include as additional insureds per the terms of the agreement with such vendor or contractor	

- B. The above policies (except Workers' Compensation/Employer's Liability) shall be endorsed so they are primary and non-contributing with insurance available to CalPERS and the above-mentioned entities as referenced in A. above.
- C. The above policies (except Workers' Compensation/Employer's Liability) shall include a cross liability or severability of interest's clause.
- D. The above policies (except Workers' Compensation/Employer's Liability) shall:
 1. include a waiver of subrogation by insurers in favor of the above-mentioned entities, or
 2. provide the vendor or contractor permission to waive recovery rights against the above-mentioned entities, in which case the contract with the vendor or contractor should include a waiver of recovery rights by such party in favor of the above-mentioned entities in A. above.
- E. Any self -insurance retention must be declared by the vendor or contractor to CalPERS' Real Estate Partner's Risk Manager and approved by them.



PROPERTY COVERAGES

- “All Risk” Replacement Cost Property Insurance:
Contractor or vendor shall maintain Property Insurance covering all risks of physical loss or damage in an amount not less than full replacement value of the covered property, on materials, supplies, equipment, tools, apparatus and any other property of the contractor or vendor located, used, or stored at the site in which CalPERS has ownership interest.
- The Property Insurance policy shall:
 1. include a waiver of subrogation by insurers in favor of the above-mentioned entities, or
 2. provide the vendor or contractor permission to waive recovery rights against the above-mentioned entities, in which case the contract with the respective vendor or contractor should include a waiver recovery rights by such party in favor of the above- mentioned entities.

APPLICABLE TO ALL OF THE ABOVE COVERAGES

- Required insurance is to be placed with an insurance company rated A – VII or better by A.M. Best..
- The above policies shall be endorsed to provide 30 days prior Notice of Cancellation or Non-Renewal (10 days for non-payment of premium) to property ownership entity.
- The vendor shall be required to provide an ACORD certificate of insurance as evidence of compliance with the insurance requirements, which certificate is to include copies of any required policy endorsements including, but not limited to, additional insured and notice of cancellation endorsements.