

# MADE IN MASSACHUSETTS FESTIVAL

## VENDOR REGISTRATION FORM

MAY 11<sup>TH</sup> – 12<sup>TH</sup>, 2018

THREE COUNTY FAIRGROUNDS in NORTHAMPTON, MA

**10' x 10' Booth: \$395**  
**Corner Booth Fee: \$50**

**Additional 10' x 10' Booth: \$350**  
**Premiere 20' x 20' Booth: \$725**

*Booth price includes backdrop, side rails, exhibitor sign, and standard electrical outlet. Booth assignments are contingent on prompt return of contract with deposit. All exhibitors must send copy of insurance certificate. Limited quantities available.*

DEPOSIT AMOUNT: \$100 due with completed contract for each booth to reserve space in the festival. Remainder due by April 15<sup>th</sup>, 2018. Please make checks payable to AB Events, LLC and mail to: Made in Massachusetts, 735 Moore St., Ludlow, MA 01056. Email submissions can be sent to alex@madeinmassfest.com. Note: A \$25 late fee may be applied to your total for outstanding balances 14 days prior to the festival.

Booth Quantity \_\_\_\_\_ Booth Type \_\_\_\_\_ Total Amount \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_ CVV \_\_\_\_\_

We agree to pay for said exhibit space based on the rates stated at the top of this page. We will remit the rental due on receipt of invoice and advice of space assigned. **If payment is not so received by the festival management as stated in the contract conditions, the space may be re-offered to others.** We fully understand that this form shall become a binding contract upon acceptance of assigned space by the applicant. Exhibit space shall be assigned by festival management in the best interests of festival as a whole. Exhibitor agrees to accept relocation if it becomes necessary or advisable in the sole judgment of management. No exhibitor shall assign, sublet, or apportion the whole or any part of his assigned space unless written permission is given by festival management. No person, firm, or organization not assigned exhibit space shall be permitted to exhibit or solicit any business within any area occupied by any part of the festival.

*Please fill out the entire contract and submit with payment*

Company Name \_\_\_\_\_ MA Retail Sales Tax # \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel# \_\_\_\_\_ Cell# \_\_\_\_\_ Fax# \_\_\_\_\_

E-Mail \_\_\_\_\_ Web Site \_\_\_\_\_

List Products, Services : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Failure to fill the above section completely will result in Contract rejection. Exhibitor is limited to products or services listed and accepted by AB Events, LLC, presenter of Made in Massachusetts Festival.*

Signature \_\_\_\_\_

Guarantor of appearance \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

SIGNATOR AGREES TO CONVEY ALL RULES SUBSEQUENTLY TO THE PARTIES RESPONSIBLE FOR INSTALLING AND MAINTAINING THE EXHIBIT. I HAVE READ ALL THE TERMS OF THE CONTRACT ON BOTH SIDES OF THIS CONTRACT. Failure to fill out the above accurately or completely could lead to refusal of your contract, or expulsion from show.

## Contract Conditions

1. The conditions set forth herein and conditions set forth in the Exhibitors Manual constitute the entire agreement between the parties and, except as contained herein, there are no representations or warranties, expressed or implied. Any changes in this agreement must be in writing and signed by both parties. Show Management reserves the right to render all interpretations and to establish further conditions as may be deemed necessary for the general success of the Show.

2. Only exhibitors and exhibits pertaining products, food, beer, wine, and crafts from Massachusetts will be allowed to rent space at this Show. \*Show Management reserves the right to decline, prohibit or expel any exhibit which in its judgment is out of keeping with the theme, character, and general well-being of the Show, this reservation being all inclusive as to person, companies, things, printed matter, product, con-duct, etc.

2. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's display or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. No exhibitor shall so arrange his exhibit as to obscure or prejudice adjacent exhibitors in the opinion of Show Management. Special exceptions are given for displays that must conform to setups that require other than traditional booth design. No exhibitor shall assign or sublet any part of his assigned space.

3. The *selling of chances* during the Show by paying or nonpaying exhibitors is *strictly forbidden*. Exhibitors may offer a free door prize or prizes of their product or service to Show patrons wishing to register at the exhibitor's booth. Nonprofit organizations may sell memberships and/or one noncompetitive product that is not available through retail selling booths, i.e.: hat or tee shirt with nonprofit group's name and logo. Items may be given away at no cost to the show patrons who book a trip or contract for the services offered by the exhibitor. Promotional items with the name and/ or logo of the exhibitor may also be given away at no cost.

4. Manufacturers and manufacturer reps may demonstrate or sell their products from retail exhibitor's booth only if the manufacturer or their representative have contracted to exhibit the Show and have been assigned booth space.

6. Signs, literature, & sales must be restricted to the product(s), or service(s) being displayed at the Show. Any signs or literature other than those being displayed must be reviewed by Show Management and approval given before display at show.

7. Exhibitors shall be bound by all pertinent laws, codes, and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the Show is held.

8. Massachusetts sales taxes must be collected by all retail exhibitors. Retail exhibitors must obtain and display the proper Massachusetts Seller Permit in their booth.

9. Refund Policy: Please note - all deposits are nonrefundable.

10. There is a \$50.00 charge on all checks received with insufficient funds. Issuer must also pay any fees or fines associated with checks with insufficient funds.

11. Exhibitors MUST carry their own liability insurance. The Show

Management is not responsible for the safety of the properties of the exhibitor, its officers, agents, or employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless the sponsor, show management, their managements, agents, members, and employees from any and all liability resulting from injuries or damage to the exhibitors, their agents, employees, and attendees, persons and/or properties in connection with the exhibitor's use of the exhibit space. The Show provides Security Guards. However, attention is called (damage, etc.) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the exhibition.

12. It is agreed that if the exhibitor fails to comply in any respect with the terms of this agreement, the Show Management shall have the right without notice to the exhibitor, to sell or offer for sale the exhibit space covered by this contract; said exhibitor to be liable for any deficiency, loss or damage suffered by the Show by reason of the premises stated, which loss or damage the exhibitor agrees to pay the Show upon demand, together with reasonable expenses and costs incurred by reason thereof. It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof and that, should the Show be unable to effect the sale of the space as herein provided, the Show Management is then expressly authorized to occupy or cause said space to be occupied in such manner that it may deem to be in the best interests of the Show, without any rebate or allowance whatsoever to the original exhibitor.

13. Exhibitor agrees that whenever an attorney is retained by show management, to represent the interest of show management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payments due, contract view differences, participation difficulties, suits arising from exhibitors display from the negligent or intentional act of the exhibitor, or any other legal action, including arbitration and mediation hearings, hereunder, all attorney and court fees (both management and exhibitor's) shall be payable by the exhibitor.

14. Sponsor or Show Management will not be liable for the fulfillment of this contract as to the delivery of exhibit space if nondelivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or resurrections, strikes, the authority of the law, postponement or cancellation of the Show, or for any other cause beyond their control. It will, however, in the event of its not being able to hold a show for any of the above named reasons, reimburse exhibitors on a prorated basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operation costs, etc.

15. This Agreement shall be governed by the laws of the applicable states of Massachusetts.

16. Show Management shall have the full power in the interpretation and enforcement of all rules and regulations contained herein and the power to make such amendments thereto, and such further rules and regulations as it shall consider necessary for the proper conduct and success of the Show.

17. No unpackaged food or food demonstrations are allowed without the proper clearance from show and/or exhibit hall management. Exhibitors must have permits from the West Springfield MA Dept. of Health.

I, the undersigned, have read, understood & agree to all terms & conditions of this contract as stated above and on front side.

Exhibitor Name: \_\_\_\_\_ Approved By: \_\_\_\_\_

Phone #: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_