

Somerville Business & Professional Association *presents the:*

Somerville STREET FAIR

Sunday, OCTOBER 7th, 2018



LOCATION: on Main Street in downtown Somerville

2018 EXHIBITOR APPLICATION FORM

EVENT DATE	STATUS	ARTIST-CRAFTER	RETAILER	FOOD VENDOR	NON-PROFIT	TOTAL COST
Oct. 7, 2018	*SBPA Member	___ @ \$75	___ @ \$75	___ @ \$150	___ @ \$25	\$
Oct. 7, 2018	*Somerville Business	___ @ \$100	___ @ \$125	___ @ \$300	___ @ \$40	\$
Oct. 7, 2018	Out-of-Town Business	___ @ \$130	___ @ \$180	___ @ \$400	___ @ \$60	\$
<i>Total Amount of Check or Money Order payable to "Street Fairs LLC":</i>						\$ _____

MAIL This Form with your BOOTH PAYMENT to:

STREET FAIRS LLC
 208 Lenox Avenue, #101
 Westfield, NJ 07090
 908-654-1400 • www.StreetFairs.org • info@streetfairs.org

- 1) Please PRINT all information. Prices are PER BOOTH SPACE. ***DISCOUNTS apply to Somerville-based Businesses and Non-Profit Organizations ONLY.** ALL EXHIBITORS must register using this Application Form. **REGISTRATION DEADLINE: 10 Days Prior to the Event.** Confirmation Letters are mailed 10 days prior to each Event.
- 2) Be certain to sign this form. Please make a copy (front & back) for your records. All spaces must be prepaid.
- 3) Booth spaces measure approximately 12' wide x 10' deep. Neither furniture nor electricity are provided.
- 4) **Events are "rain or shine". There are no refunds. *Event Hours:* 11:00am to 5:00pm

Your Name: _____ Company Name: _____

Address: _____ City, State, Zip: _____

Specific Type(s) of Merchandise: _____

Today's Date: _____ Amount Enclosed: \$ _____ PHONE #: (_____) -- _____

** SIGNATURE: X _____ E-MAIL: _____ @ _____

** I have read and agree to the Exhibitors Rules and Regulations on the reverse side of this form. I also agree to fulfill all New Jersey requirements in connection with all sales.

NOTE: All spaces must be pre-paid. Space is limited, so please book your space as soon as possible. Your payment will be immediately returned if you are not accepted. Letters with maps, directions, and check-in instructions are mailed 10 days prior to each Event. Thank you.

EXHIBITOR RULES and REGULATIONS (Part of Contract on Reverse Side)

1. STREET FAIRS LLC, is referred to herein as "STREET FAIRS". These Rules and Regulations constitute an essential part of this Contract for exhibit space between Exhibitor (as listed on reverse side) and STREET FAIRS. STREET FAIRS reserves the sole right to render all decisions and interpretations and to establish further regulations as may be deemed necessary for the overall success and well-being of each Street Fair ("Event").

2. The Exhibitor agrees not to hold STREET FAIRS, Office of Street Fairs, the Promoters, the Sponsors, the Organizers, the Chamber of Commerce, the Town, City, or Borough, their respective employees, contractors, volunteers, and/or agents (collectively referred to as the "EVENT MANAGEMENT"), liable in respect to (i) their collective decision either to cancel or to proceed with the scheduled Event when actual rain, the threat-of-rain, unsafe conditions, or threat of unsafe conditions enters into said decision; (ii) any cause listed in Article 14 below, and (iii) any claim, accident, loss, or lawsuit, in which Exhibitor may become involved.

3. The Exhibitor agrees to set-up at least one hour prior to the Event's opening, and to remain set-up for the entire Event until its closing; to leave with all unsold merchandise, boxes, debris, etc; and to keep exhibit area clean and safe at all times. Exhibitors must dispose of their trash in the areas designated for disposal.

4. All exhibits utilizing tables shall have tablecloths extending to the ground. No boxes, extra merchandise or debris should be visible. If a tent is used, it must be sufficiently weighted down.

5. Distribution of advertising material and Exhibitor solicitation of all kinds shall be restricted to Exhibitor's booth.

6. Exhibitors wishing to insure goods must do so at their own expense. The EVENT MANAGEMENT assumes no responsibility for, nor guarantee of the safety of, the properties of Exhibitor, its agents and their employees, against theft, damage from fire, accident, or any other cause whatsoever; and Exhibitor expressly agrees to save and hold harmless the EVENT MANAGEMENT from any or all liability resulting from injuries or damages to Exhibitors, to their agents, employees, and specifically to attendees, while within Exhibitor's space.

7. Exhibitor shall be bound by all pertinent laws, codes and regulations of municipal and other authorities having jurisdiction over said Event, and shall fulfill all municipal, state, and federal requirements including filings in connection with all business activities and all sales.

8. It is agreed that if Exhibitor fails to comply in any respect with the terms of this Contract, STREET FAIRS shall have the right without notice to Exhibitor to occupy, sell or offer for sale the exhibit space covered by this Contract without any rebate or allowance whatsoever to Exhibitor. Said Exhibitor shall be liable for any deficiency, loss or damage suffered at the Event by reasons herein stated, and without in any way releasing said Exhibitor from any liability whatsoever.

9. No Exhibitor shall arrange his exhibit so as to obscure or interfere with nearby Exhibitors, in the sole opinion of STREET FAIRS. This includes, but are not limited to, Exhibitor's display, sound system, generators, smoke, noise, audio-visual demonstrations, etc.

10. No electricity is to be supplied to Exhibitor. Only Exhibitor's quiet generators with ratings of 59 decibels or less are permitted. Exhibitors intending to utilize a generator must notify STREET FAIRS, in advance, via email to: info@StreetFairs.org

11. Exhibitor's exhibit or product may not extend beyond the limits of Exhibitor's booth or into any side space, or the sidewalk or street. Booth measurements are approximate.

12. The EVENT MANAGEMENT reserves the right to decline, prohibit or remove any exhibit which is deemed out of keeping with the character of the Event; this reservation being all inclusive as to persons, things, products, printed material, conduct, smoke, noise, etc.

13. Exhibitor may display and sell ONLY what he/she has listed on the reverse side of this Contract.

14. The EVENT MANAGEMENT will not be liable for the fulfillment of this Contract respecting the delivery of said exhibit space if such non-delivery is due to any of the following causes: public enemy, war or insurrections, local or regional civil disturbances, strikes, fire, the authority of the law, by reason of an act of God, inclement weather; or for any cause beyond the EVENT MANAGEMENT's control. The Event may not be held if, in the sole opinion of the EVENT MANAGEMENT, there exists a threat of unsafe conditions or if conditions are deemed to be unsafe. If the Event is cancelled, the Event will not be further rescheduled; and there will be no refunds nor credits of any kind.

15. There will be a 50% charge for Contracts cancelled more than 30 days prior to the Event. No refunds on Contracts cancelled within 30 days prior to the Event. Cancellations are to be made only in writing and only by mail.

16. The EVENT MANAGEMENT shall have full power in the endorsement and interpretation of all the rules and regulations contained herein, and the power to make amendments and further rules and regulations as it considers necessary for the proper conduct and success of the Event.

17. Exhibitor may not assign its Contract for exhibit space nor permit any other person or firm to use or share part of such space.

18. Non-profit organizations may not sell items of any kind. They may only promote their organization.

19. Helium tanks must be anchored at all times. Exhibitors shall contact the Fire Department for precise requirements.

20. Animals are not permitted in the exhibit area.

21. Smoking is not permitted in the exhibit area.

22. Soliciting of other Exhibitors is not permitted.

23. All Food-Vendors are required to deliver a current and valid Certificate of Insurance to STREET FAIRS one-month before the Event, naming the EVENT MANAGEMENT as Additional Insureds. All Food-Vendors must comply with Health Department and Fire Department regulations including the filing of all necessary permits.

24. No Exhibitor nor vendor may offer any of the following goods or services without the express, written consent of STREET FAIRS: Any food item, beverage, face-painting, temporary-tattoo, ride, game, or any item 'for free' or below market value.