

FRANKLIN NEWCOMERS & FRIENDS CLUB 2010 CRAFT FAIR
CONTRACT FOR EXHIBIT SPACE
(KEEP THIS CONTRACT FOR YOUR RECORDS)

1. **CRAFT FAIR SITE AND TIME:** The craft fair will be held on **Saturday, November 13, 2010**, at the Tri-County Vocational Regional High School at 147 Pond Street in Franklin, MA. The craft fair will open to the public at **9:00 am and close at 4:00 pm**. FN&F reserves the right to make changes in the craft fair hours; however, any such changes will be made known as far in advance of the craft fair as possible and the contracting individual/company/organization (hereafter referred to as "crafter") will be notified accordingly.
2. **RENTAL FEE AND PAYMENT:** The rental fees for exhibit spaces (measured in square feet) are: (under 75 sqft - \$75),
3. (75-95 sq. ft. - \$85), (96-120 sq. ft. - \$95), (121 sq. ft. and larger, \$105). FN&F members who wish to rent space may receive a \$10 discount on rental space. Electricity is available for an additional \$10 charge, but FN&F cannot guarantee that any such request will be honored. Eight-foot tables may be rented from FN&F at a charge of \$15 per table. Two chairs per crafter space will be provided. Crafters must supply all other items, including extension cords. **RENTAL FEES MUST BE REMITTED WITH THIS APPLICATION.** The application becomes a contract when signed by the crafter and accepted by FN&F.
4. **APPLICATIONS:** All applications will be juried and must be made with the enclosed form. Please complete, sign and mail this application with a self-addressed #10 business-size envelope with two first class stamps to: **FRANKLIN NEWCOMERS & FRIENDS CLUB, Attn: Craft Fair Chairperson, P.O. Box 203, Franklin, MA 02038**. You must submit (with your completed application, check and self-addressed stamped #10 business envelope – if you want your pictures returned to you prior to the fair) the following color photographs:
 - At least one photograph of your exhibit/display booth showing your current major and minor craft
 - At least one photograph of you at work creating your current major and minor craft
 - At least one high-quality close-up photograph of your current major and minor craftCrafters will be juried based on these photographs therefore they should properly reflect your work and what you intend to display at the FN&F Craft Fair. All photographs submitted will be returned to each crafter with their acceptance or rejection letter.
5. **PAYMENT:** Checks or money orders should be made payable to: **FRANKLIN NEWCOMERS & FRIENDS CLUB**. Checks will be deposited and considered non-refundable if the application is accepted and will be returned if the application is rejected. The only exception to this is if the craft fair date is changed and a crafter cannot participate, their check will be returned.
6. **CRAFTER REGISTRATION AND SET-UP:** All crafters will be assigned their registration times in their craft fair acceptance letter. Any crafters not registered by 8:30 am will forfeit their rental fee and their space becomes open to rental. Such additional space rental will be at the same rental rates. **All crafters must be set up by 9:00 am**. The crafter shall comply with any reasonable request with respect to the installation and conduct of their exhibit. After set-up, all crafter vehicles must be parked in the rear school lots during the craft fair. Violators will be subject to a fine and/or towing.
7. **CRAFTER EXHIBIT REMOVAL:** No exhibit may be dismantled or removed from the premises before 4:00 pm. All exhibits must be removed and the spaces left clean by 5:00 pm. The crafter shall comply with any reasonable request with respect to disassembly of their exhibit.
8. **SPACE ASSIGNMENT:** Crafters will be assigned their space number and entrance door number and notified of these when picking up the registration packet at the Tri-County Vocational School front entrance the morning of the craft fair. FN&F reserves the right to determine the final arrangement of space. Due to the multi-leveled layout of this facility, FN&F will not be able to accommodate any requests for changes in your exhibit space size or your exhibit location on the morning of the craft fair. **ALL SPACE ASSIGNMENTS ARE FINAL.**
9. **CRAFT ITEM SPECIFICATIONS:** This is a juried craft fair. Only crafters who **hand craft** items or **make** candy/food will be accepted as crafters. No other food items may be sold by crafters unless authorized by FN&F. Applications from all other crafters or exhibitors, as well as dealers and distributors, who are not crafters, will not be accepted. All crafters selling copyrighted products must submit trademark permission letters. If non-qualifying items or exhibitors are discovered during the fair, they will be evicted forthwith. **NOTE:** Members of a cooperative craft group should indicate the name of the cooperative and the names of those who will be present. **Food Vendors must obtain all licenses and permits as required by the Commonwealth of Massachusetts for the preparation and vending of food. Food Vendors are required to send a copy of their Board of Health certificate with their completed application.**
10. **CONTRACT FOR SPACE:** The Application and Contract for Exhibit Space shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by FN&F in this contract when it is submitted with full payment of rental fee and accepted in writing by FN&F. By submitting an application for exhibit space, the applicant releases FN&F from any and all liabilities to applicant, it's agents, licenses, or employees that may arise or be assented to as a result of submission of an application or of participation in this craft fair. The contracting crafter and FN&F agree that the purpose of this fair is to

allow New England crafters to exhibit and sell their crafts to the public who attend the fair. FN&F reserves the sole and absolute right to determine the fair eligibility of any crafter's product. Participation/acceptance is based on an early return of this contract and the approval of the Fair Committee, based on quality and variety of crafts. Acceptance of an application does not imply endorsement by FN&F of the crafter's product, nor does rejection imply any lack of merit of the same. This application, when accepted by FN&F, constitutes a contract for the right to use space. See section #5 above. The renting by FN&F of a crafter's forfeited space shall not act as to excuse that crafter from assessment and responsibility.

11. **USE OF SPACE:** Crafters may not sublet, assign or apportion any part of the space allotted. No crafter will be permitted to display outside the confines of the space assigned.
12. **RESTRICTIONS:** FN&F reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the fair as a whole. It may prohibit installation or request removal or discontinuance of any exhibit or promotion, which if continued, departs substantially from the design and description given advanced approval. In the event of any such restrictions or evictions, FN&F is not liable for any refund of rental or other expenses.
13. **CONDUCT:** The exhibit shall be conducted in a decorous manner in order not to be objectionable to other crafters, FN&F, Tri-County School, Franklin Police Department, or the public. FN&F reserves the rights to close, remove or require changes in any exhibit or to remove any of the crafter's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall fair, other crafters, FN&F or the public. During the hours open to the public, the crafter or representative must occupy the assigned space.
14. **CARE OF PREMISES:** No part of the exhibit and no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors or other surfaces in a manner that might mar or deface the premises or furnishings. Damage for failure to observe this notice is payable by the crafter. Exhibits must be set up so as not to interfere with public circulation in the aisles and to provide a clear view of neighboring crafters. This limitation refers to height, width and safety of any exhibit booth or materials within the space rented.
15. **FIRE AND OTHER REGULATIONS:** The crafter shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of one's exhibit. NO SMOKING is allowed in the building.
16. **EXHIBITION BADGES:** Exhibit personnel must wear identification badges while on the exhibit floor. **Two** exhibit badges will be furnished without charge for crafters listed by name on this application in the FN&F Registration Packet. With prior approval from the craft fair committee, additional badges for craft fair assistants may be purchased the day of the craft fair at the Admission Table for the price of craft fair admission.
17. **AVAILABLE SERVICES:** FN&F provides only the rented space, access to an outlet and a rented table, if purchased. **CRAFTERS MUST SUPPLY ALL MATERIALS NEEDED, INCLUDING EXTENSION CORDS AND CHANGE.**
18. **MASSACHUSETTS SALES TAX COLLECTION:** FN&F assumes no responsibility for the collection of the Massachusetts Sales Tax as required by law. Such collection is the responsibility and duty of each crafter at the time of sale.
19. **LIABILITY:** FN&F shall not be liable for damage or loss to any crafter's property through theft, fire, accident or any other cause, whether the result of negligence or otherwise. The crafter shall indemnify FN&F against and hold it harmless from any complaints, suits or liabilities resulting from negligence of the crafter in connection with the crafter's use of display space. FN&F assumes no liability for any injury that may occur to visitors to the fair, crafter's agents and employees, or others. Crafters agree not to make claims against the FN&F, its employees or agents, except for breach of FN&F of this contract.
20. **INABILITY TO PERFORM:** If FN&F shall be prevented from conducting the craft fair by any cause beyond its control, or it cannot permit the crafter to occupy the space assigned due to circumstances beyond its control, FN&F will refund to the crafter the amount of the rental fee paid by the crafter, less a proportional share of the fair's expenses, and FN&F shall have no further obligation or liability to the crafter.
21. **INTERPRETATION AND ENFORCEMENT:** These regulations become part of the contract between FN&F and the crafter. FN&F has full power of interpretation and enforcement of these rules and may amend them at any time. Also, the crafter agrees to abide by all reasonable rules and regulations published from time to time. All matters not covered in these regulations are subject to the decision of FN&F and all decisions so made shall be binding on all parties affected by them as by the original regulations. Crafters or their representatives who fail to observe these conditions of contract or who, in the opinion of FN&F, conduct themselves in an unethical manner may be dismissed from the fair without refund or other appeal.