



49 South Main Street, Suite 100, Concord, NH 03301
603/224-3375 nhleague@nhcrafts.org

Booth Holder Contract CAPITAL ARTS FEST 2019

THIS AGREEMENT made this day by and between the League of NH Craftsmen, Inc (LNHC) and the undersigned:

In consideration of the obligations and promises described below, the parties agree as follows:

1. DEFINITIONS: Each reference in this contract to the following terms shall have the following meanings:

- A. DIRECTOR shall mean the LNHC Executive Director, or his/her designee.
- B. ARTS FEST shall mean the Capital Arts Fest, September 27th - 29th, 2019, held on South Main Street in Concord, NH, in front of the Smile Building (49 South Main Street).
- C. LNHC shall mean the League of NH Craftsmen, Inc.

2. LICENSE TO EXHIBIT AT THE ARTS FEST:

LNHC gives League Juried members who are BOOTH HOLDERS permission to exhibit and sell ONLY LNHC juried craft at the ARTS FEST. Standards guidelines are available for review upon request. Invited guests are ONLY permitted to sell work represented by images submitted with their application. LNHC reserves the right to have unapproved work removed from booth.

3. REQUIREMENTS FOR BOOTHS AND DISPLAYS

- A. BOOTH SIZE, LOCATION AND DURATION: The booth to be occupied by BOOTH HOLDER shall be of the approximate size, location, and duration as indicated in signed Booth Assignment letter which will be sent in May 2019.
- B. BOOTH DESIGN AND CONSTRUCTION:
 - i. BOOTH HOLDER must provide a freestanding booth of sound construction that will fit within the assigned booth space without obstructing or endangering neighboring booths or the public. Booth must consist of walls or other visual barrier to tent walls and adjacent booths. The booth, including the sides, back, outside and rear shall be in a presentable condition at all times. BOOTH HOLDER must be prepared in the event that all or part of the outside of walls and/or rear of booth is visible; it is the BOOTH HOLDER's responsibility to finish or cover any exposed portion(s) of outside of booth.
 - ii. Booths within the large tent shall have a maximum height of ten (10) feet.
 - iii. LNHC will strive to meet ADA regulations concerning the layout of the booths and aisles.
- C. BOOTH SPACE: Booth walls, displays, craft, storage materials, signs, and other possessions of BOOTH HOLDER shall be kept within the assigned booth space. Nothing shall be displayed outside of the booth space or project beyond the booth space
- D. LABELING AND SIGNS: All objects must be labeled to comply with federal and other labeling laws when applicable. **Sale or Discount signs are prohibited.**
- E. **REMOVAL OF DISPLAY:** The DIRECTOR may require the immediate removal of any displays that do not comply with this Contract.
- F. ELECTRIC CODE:
 - i. BOOTH HOLDERS in a 10 x 10, will be allotted 500 watts of electricity should they opt to pay for it. BOOTH HOLDERS who have specified that they need no electricity will not have access to the power source.
 - ii. All booths must utilize a power strip with surge protector. Extension cords from the tent's electrical box to power strip must be #14 gauge and no longer than fifteen (15) feet. Commercial grade extension cords must be used. Wiring may not show excessive wear or be spliced or taped together. Excess wire cannot be coiled, as the coiling of wire causes an overload of circuits. Use of microwaves, hairdryers, irons, or major appliances is prohibited.
 - iii. LNHC will not be held responsible for damage to any of BOOTH HOLDER's electrical equipment. (Please consult your lighting supplier for equipment appropriate to outdoor weather extremes including heat, rain, dust and thunderstorms.) All booths will be inspected periodically throughout the ARTS FEST for adherence to safety regulations and electrical wattage limitations.

5. CONSIDERATION BY BOOTH HOLDER.

- A. BOOTH HOLDER'S CONDUCT: BOOTH HOLDERS & ASSISTANTS are to behave in a professional and cooperative manner at all times during the planning, setup and duration of the Arts Fest. BOOTH HOLDER & ASSISTANTS shall be considerate of other booth holders and their property, as well as of LNHC staff members, all Arts Fest employees, and City of Concord staff to include the Concord Police Department and customers. Booth holder is responsible not only for their own conduct but for that of anyone attending the Arts Fest in connection with their booth as they represent you as an exhibitor.
- B. SALES REPORTS: BOOTH HOLDERS are **required** to complete a Sales Report Form supplied by LNHC, providing daily sales totals and the BOOTH HOLDER'S name and/or booth number. BOOTH HOLDER shall submit a report on gross sales. BOOTH HOLDER need not report on wholesale orders. BOOTH HOLDERS shall submit sales reports by 5:00 PM, Sunday, September 29th, 2019.
- C. NOISE LEVELS: Noise shall be kept at a minimum. Public address systems are not allowed. LNHC reserves the right to restrict or prohibit the playing of musical instruments not related to their craft, radios, tape players, and similar electronic devices.
- D. FULFILLMENT OF ORDERS: BOOTH HOLDER shall accept only such orders and other commitments at the ARTS FEST as BOOTH HOLDER can feasibly fulfill within a reasonable time defined as 90 days unless otherwise noted on the customer's receipt. Returns or complaints must be addressed immediately. Shipping date of all orders taken at the Arts Fest must be written on customer's receipt. It is recommended that booth holders not take (full) payment until the item is shipped. Failure to fulfill orders taken at the Arts Fest within 90 days is a violation of contract and may affect future participation in the Capital Arts Fest.
- E. FAILURE TO OCCUPY SPACE: In the event that setup is not complete and BOOTH HOLDER does not occupy the booth space by 4:00 PM September 27th, 2018, LNHC may consider BOOTH HOLDER in default and may use the space for other purposes, including licensing its use by other booth holders, as it deems appropriate, without rebate or allowance whatsoever to BOOTH HOLDER.
- F. DURATION OF EXHIBIT: BOOTH HOLDER shall maintain a full exhibit of craft for booth duration of days set forth in the Booth Assignment letter, and shall not begin breakdown earlier than 4:00 PM on Sunday, September 29th.
- G. BOOTH STAFFING: The booth shall be staffed and open for sale of craft at all times during ARTS FEST hours.

H. **BOOTH HOLDER PRESENCE AT EXHIBIT:** In order to assure that craftspeople are generally accessible to the public during the ARTS FEST, BOOTH HOLDER shall be personally present at the booth for the entire show.

I. **PETS:** BOOTH HOLDERS are not to bring pets to the ARTS FEST.

J. **INFLAMMABLE MATERIALS PROHIBITED:** BOOTH HOLDER shall not ignite or burn inflammable materials, including but not limited to candles, incense, and tobacco products, while inside Fair tents or within ten (10) feet of any ARTS FEST tent.

6. PROCESS FOR INFRACTIONS:

A. Serious breaches of conduct, absence or behavior by a BOOTH HOLDER, including but not limited to violent, threatening, abusive or harassing conduct or behavior may result in immediate suspension, in whole or in part, from the remainder of the ARTS FEST activities, at the good faith discretion of the Executive Director, only after the BOOTH HOLDER has had an opportunity to be heard by the Executive Director.

7. BOOTH HOLDER FINANCIAL OBLIGATIONS

A. **BOOTH FEES:** Booth fees shall be as set forth in signed Booth Reservation form.

i. **BOOTH PAYMENT:** BOOTH HOLDERS must complete all payments for booth fees at the ARTS FEST no later than April 30th, 2019.

B. **CANCELLATIONS:** Cancellations must be made in writing with signature. All fees due to LNHC by that time are non-refundable. BOOTH HOLDER whose booth space cannot be filled will be obliged to pay the remainder of booth fee. Exceptions will be made only in extenuating circumstances and at the discretion of the Executive Director. Compassionate release with a refund of some or all of the fees paid to date is reviewed on a case by case basis.

C. **LATE FEES:** Any payments for booth fees not received by the due date will be subject to a five-dollar (\$5.00) per day late fee.

D. **PAYMENTS NOT REFUNDABLE:** Any payments to be made to LNHC under this contract shall be deemed fully earned when paid and are not refundable.

9. **PROHIBITION OF ASSIGNMENT:** BOOTH HOLDER may not assign any rights under this contract, including any rights to use of the booth, without LNHC's express written consent.

10. **SERVICES PROVIDED BY LNHC:** LNHC shall provide to BOOTH HOLDER the following services:

A. **ADMINISTRATION:** Administration of the ARTS FEST, including publicity and promotion;

B. **BOOTH SPACE:** A booth space of the approximate size and location as described in the Booth Assignment letter, or of equal value as also stated.

C. **SUPPORT:** Administrative support services, including security

11. **REPRESENTATION AND WARRANTIES BY BOOTH HOLDER:** BOOTH HOLDER represents and warrants the following:

A. **MEMBERSHIP:** Booth holders who are state juried members of the LNHC, are required to be in good standing, with all dues and fees paid prior to the start date of the ARTS FEST. All invited guests must have all financial obligations to the League paid in full prior to the start date of the ARTS FEST.

B. **INTELLECTUAL PROPERTY:** The exhibition and sale of the craft by BOOTH HOLDER will not violate any copyright, trademark or other such laws for the protection of literary or artistic work.

12. **BREACH OF CONTRACT:** BOOTH HOLDER shall be considered in breach of this contract before, during, or following the ARTS FEST, if BOOTH HOLDER:

A. **NONPAYMENT:** Fails to pay any amount as and when due to LNHC;

B. **NONCOMPLIANCE:** Fails to comply with any of the terms and conditions of this contract;

C. **FALSIFICATION:** Makes representation or warranty made in this contract false or misleading in any material respect.

D. **IMPROPRIETY:** Fails to conduct him/herself in an appropriate, cooperative and professional manner (refer to #6).

13. **INTERPRETATION OF CONTRACT AND DISPUTE RESOLUTION:** The interpretation of this Contract by the DIRECTOR shall be binding on the BOOTH HOLDER and all participants in the ARTS FEST. The DIRECTOR may appoint such persons to act on his/her behalf in the performance of his/her duties, as he/she deems appropriate.

14. RISK OF LOSS

A. **Waiver & Indemnification; Insurance.** This Application shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between LNHC and Boothholder. Boothholder hereby agrees to and does indemnify, hold harmless, and defend LNHC, its officers, employees, and associates (collectively "Indemnified Parties") from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest and attorneys' fees) which any Indemnified Party may incur, pay or be required to pay incident to or arising directly or indirectly from any act or omission by Boothholder or any of its employees, servants or agents. Boothholder further agrees to waive all of its right against and agrees that the Indemnified Parties shall not be responsible in any way for damage, loss, or destruction of any property of Boothholder or injury to Boothholder or its representatives, agents, employees, licensees or invitees. Boothholder is responsible for obtaining all appropriate business personal property and general liability insurance covering its participation in the ARTS FEST.

B. **Limitation of Damages.** In no event will an Indemnified Party be liable to the Booth holder, whether in contract or tort, for any amount in excess of the Booth Space rental fee in relation to any damages, including lost profits, arising out of or relating to the LNHC, the rental of Booth Space, the conduct of LNHC, any breach of this Application, or any other act, omission, or occurrence.

15. **INDEPENDENT CONTRACTOR:** BOOTH HOLDER acts as an independent contractor. This contract does not create any other relationship between LNHC and BOOTH HOLDER, whether as bailor/bailee, landlord/tenant, or master/servant, except as expressly stated.

16. **COMPLETE AGREEMENT:** This Agreement constitutes the complete understanding between the parties and may not be changed except by an agreement in writing signed by both parties.

17. **WAIVER:** The waiver of any of the terms and conditions of this Agreement shall not be deemed to constitute a subsequent waiver of the same or any other terms or condition.