

The Hackettstown STREET FAIR

on MAIN STREET • SEPTEMBER 20, 2009

Presented by:

The Hackettstown Business Improvement District



2009 EXHIBITOR APPLICATION FORM

EVENT DATE	STATUS	CRAFTER or ARTIST	RETAILER	FOOD VENDOR	NON-PROFIT	TOTAL COST
Sept. 20, 2009	*Hackettstown-based	__ @ \$75	__ @ \$100	__ @ \$200	__ @ \$35	\$
Sept. 20, 2009	Out-of-Town	__ @ \$125	__ @ \$175	__ @ \$400	__ @ \$50	\$
<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** ⇐
 231 North Avenue West, #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 *HACKETTSTOWN-based Businesses and Organizations ONLY*. All spaces must be prepaid. Space is awarded on a first-acceptance basis.
- 2) Be certain to sign this form. Please make a copy (front & back) for your records. DEADLINE: 30 days prior to the Event.
- 3) Crafter, Retailer, Food Vendor spaces=12' wide. Spaces for Non-Profit organizations=6' wide. All spaces are 10' deep. Neither tables, tents, nor electricity are provided. Show hours are 11am-5pm. The Event is "rain or shine". There are no refunds. Maps, directions, and instructions are mailed to registered exhibitors 10 days prior to the Event.

Your Name: _____ Company Name: _____

Address: _____ City, State, Zip: _____, _____

Specific Type(s) of Merchandise or Services: _____

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.

STREET FAIRS LLC
Exhibitor Rules and Regulations
Part of Contract on Reverse Side

1. These Rules and Regulations constitute an essential part of the Contract for exhibit space. STREET FAIRS LLC reserves the 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 the Street Fair ("Event").
2. The Exhibitor AGREES NOT to hold the Office of Street Fairs, STREET FAIRS LLC, the Promoters, the Sponsors, the Organizers, the Chamber of Commerce, the Town, City, or Borough, their respective employees, contractors, volunteers, and/or agents (collectively, 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; and (ii) any claim, 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 stay set-up for the entire Event until its close; 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 designated areas.
4. All exhibits utilizing tables shall have tablecloths extending to the ground. No boxes, extra merchandise or debris should be visible.
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 damage 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 LLC 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 as to obscure or interfere with nearby Exhibitors, in the sole opinion of the EVENT MANAGEMENT. This includes, but is not limited to, Exhibitor's 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 dB or less are permitted. Exhibitors utilizing generators must bring a fire extinguisher.
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.
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 as to the delivery of said exhibit space if 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 its control. There will be no refunds in the event the Event can not be held.
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. All refunds are at the sole discretion of STREET FAIRS LLC.
16. STREET FAIRS LLC 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. If the Event is cancelled, the Event will not be further rescheduled and there will be no refunds of any kind.
18. Exhibitor may not assign its Contract for exhibit space nor permit any other person or firm to use or share part of such space.
19. Non-profit organizations may not sell items of any kind. They may only promote their organization.
20. Helium tanks must be anchored at all times. Exhibitors shall contact the Fire Department for precise requirements.
21. Animals are not permitted in the exhibit area.
22. Soliciting of Exhibitors is not permitted.
23. All Food-Vendors are required to deliver a current and valid Certificate of Insurance to STREET FAIRS LLC 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 expressed, written consent of STREET FAIRS LLC: any food item, beverage, face-painting, temporary-tattoo, ride, game, or any item 'for free' or below market value.