



Austin17House Vendor Contract

(KEEP A COPY OF THIS CONTRACT FOR YOUR RECORDS)

➤ **CONTRACT FOR SPACE:** This Contract for Event Space shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by Austin17House (hereafter referred to as "Host") in this contract when it is submitted with full payment of rental donation and accepted in writing by the Host. Participation/acceptance is based on an early return of this contract and the approval by the Host based on quality and variety of products. Acceptance of an application does not imply endorsement by the Host of the

individual/company/organization's (hereafter referred to as "Vendor") product, nor does rejection imply any lack of merit of the same. The application becomes a contract when signed by the Vendor and accepted by the Host, as evidenced a verbal or E-mail receipt acknowledging acceptance.

➤ **EVENT SITE AND TIME:** This event will be held on **May 6th**, on the property of Austin17House, 263 ROUTE 125, BRENTWOOD NH 03833. This is a **Rain or Shine** Event. The event will open to the public from **10:00 AM - 3:00 PM**. The host reserves the right to make changes in the event hours; however, any such changes will be made known as far in advance of the event as possible and the contracting Vendor will be notified accordingly.

➤ **RENTAL DONATION AND PAYMENT:** The rental donation for one **(1) Space is \$35.00**.

➤ **PAYMENT:** RENTAL DONATIONS should be submitted **IN ADVANCE** and **ON-LINE**. If preferred checks or money orders should be made payable to: Austin17House. Checks will be deposited and considered non-refundable once the application is accepted. The only exception to this is if the event date is changed by the Host and a Vendor cannot participate, in which case fees paid by the Vendor will be returned. If checks fail to clear the bank, the Vendor's contract with Host will be considered null and void.

➤ **VENDOR REGISTRATION AND SET-UP:** Vendors are required to check-in with the Host starting at **8:30AM** on the 1st day of the event to receive information on their assigned exhibit space. Please allow yourself ample set-up time. After set-up, the Vendor's vehicle(s) should be parked in the lot assigned by the Host during registration.

➤ **VENDOR EXHIBIT REMOVAL:** All exhibits must be removed, and the spaces left clean by **4:00 PM**.

➤ **SPACE ASSIGNMENT:** Vendors will be assigned their space during on-site registration on the day of the event. The Host reserves the right to determine the final arrangement of space. Due to the layout of the event area, the Host will not be able to accommodate requests for changes in exhibit location during the day of the event.

➤ **SALE ITEM SPECIFICATIONS:** The Host reserves the right to have any inappropriate, misrepresented or flea market-type items removed from the Vendor space. This event is intended to highlight handmade merchandise and/or products from independent home business, although the Host reserves the right to make exceptions.

➤ **USE OF SPACE:** Vendors may not sublet, assign or apportion any part of the space allotted. No Vendor will be permitted to display outside the confines of the space assigned.

➤ **CARE OF PREMISES:** No part of the exhibit and no signs or other materials may be pasted, nailed or otherwise affixed to surfaces in a manner that might mar or deface the premises or furnishings. Damage for failure to observe this notice is payable by the Vendor. Exhibits must be set up so as not to interfere with public circulation and to provide a clear view of neighboring Vendors. This limitation refers to height, width and safety of any exhibit booth or materials within the space rented.

➤ **FIRE AND OTHER REGULATIONS:** The Vendor 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 or alcohol consumption is allowed on the premises.

➤ **AVAILABLE SERVICES:** The Host provides only the rented space. Vendors must supply all additional material needed, including change.

➤ **SALES TAX COLLECTION:** The Host assumes no responsibility for the collection of sales taxes as required by law. Such collection is the responsibility and duty of the Vendor at the time of sale.

➤ **LIABILITY:** The Host shall not be liable for damage or loss to Vendor's property through theft, fire, accident or any other cause, whether the result of negligence or otherwise. Vendor shall indemnify the Host against and hold them harmless from any complaints, suits or liabilities resulting from negligence of the Vendor in connection with Vendor's use of display space. The Host assumes no liability for any injury that may occur to visitors, Vendor's agents and employees, or others. The Vendor agrees not to make claims against the Host, their employees, or agents, except for breach of this contract.

➤ **INABILITY TO PERFORM:** If the Host shall be prevented from conducting the Event by any cause beyond its control, or it cannot permit Vendor to occupy the space assigned due to circumstances beyond its control, the Host will refund to the Vendor the amount of the rental donation paid by the Vendor, less a five-dollar (\$5) fee for event expenses, and the Host shall have no further obligation or liability to the Vendor.