



2008 Holliston Newcomers Club, Inc. Craft Fair Application & Contract for Exhibit Space

THIS IS YOUR CONTRACT! PLEASE READ IT CAREFULLY!

We hereby apply for exhibit space for use at the Holliston Newcomers Club, Inc. Craft Fair. We agree to comply with the craft fair regulations, instructions, and conditions of the contract published throughout this application and with all conditions under which the facilities at Holliston High School are provided to Holliston Newcomers Club, Inc. (hereinafter "HNC").

1. 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 Holliston Newcomers Club, Inc. when it is accepted in writing by HNC and full payment of rental fee is received by HNC. By submitting an application for exhibit space, the applicant releases HNC from any and all liabilities to applicant, its agents, licensees, 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 individual/company/organization (hereinafter called "Crafter") and HNC agree that the purpose of this Craft Fair is to allow quality Crafters to exhibit and sell their crafts to the public who attend the Craft Fair. HNC reserves the sole and absolute right to determine the Craft Fair eligibility of any Crafter's product. Participation/acceptance is based on a review by the jury of the enclosed photographs. Prior participation does not pre-empt Crafter from the jury process. Certain craft categories will be limited in size to avoid excessive repetition.

The application constitutes a contract for the right to use space only when endorsed by HNC with notice of day/area assignment and upon receipt of specified rental fee. **No refund may be made for the space if the crafter chooses to cancel for any reason. No refund may be made for space that is not used or for space that is unused during part of the Craft Fair.** If booth is unoccupied by 8:00 am of the assigned day of rental, HNC will rent or use Crafter's assigned cancelled space without obligation of refund. Re-renting by HNC of a Crafter's cancelled space shall not act as to excuse that Crafter from assessment responsibility.

_____ (please initial to verify you have read and accept the above terms)

2. CRAFT FAIR SITE AND TIME: The Craft Fair will be held on Saturday, November 22nd and Sunday, November 23rd, 2008 at the Holliston High School, Holliston, MA. The Craft Fair will open at 9:00 am and close at 4:00 p.m. on both days.

HNC reserves the right to change the Craft Fair hours, however, any such changes will be made known as far in advance of the Craft Fair as possible and Crafters will be notified accordingly.

3. HAND CRAFTED ITEMS ONLY: Only Crafters who HANDCRAFT their items will be accepted as Crafters. Items must be designed, created and crafted by the exhibitor. No imports, kits, items made from kits, items made using commercial patterns, unfinished works, or assembled from pre-manufactured items. If you feel your work is unique and of sufficient quality, you may feel free to apply. Applications from dealers and distributors, who are not Crafters, will not be accepted. **If non-qualifying items or exhibitors are discovered during the Craft Fair, they will be evicted immediately.**

_____ (please initial to verify you have read and accept the above terms)

4. BOOTH RENTAL FEE & PAYMENT: Payment for your booth fee is due with your application to the Craft Fair and is refundable only if you are waitlisted. Checks are not cashed until acceptance letters are mailed. ***If there is a difference in fee between available space and requested space, refunds will be made accordingly.***

All booths are 10 X 10 and prices are as stipulated in the application. Electricity is available **in a limited number of booths** for an additional charge of \$15 per booth. **The high school's cafeteria will be reserved for food vendors only. Each crafter must provide his/her own extension cords, tables, chairs and change.** The application becomes a contract when signed by the Crafter, accepted by HNC and monies are received by HNC.

_____ (please initial to verify you have read and accept the above terms)

5. SPACE ALLOCATION: **Businesses can apply for up to 2 spaces on each day.** Businesses cannot share a booth. Crafters may request the day and space of their choice, **but HNC cannot guarantee that any such requests will be honored.** HNC reserves the right to determine the final arrangement of space.

Your completed and signed application should be mailed to:

**Holliston Newcomers Club Inc.
ATTN: Ways & Means Committee
P.O. Box 6581
Holliston, MA 01746**

6. APPLICATIONS: All applications must be made with the attached form. Enclose a non-refundable \$10 jury fee and appropriate booth fee checks (made payable to Holliston Newcomers Club, Inc.). The booth fee check (or checks) will be returned if you are not accepted to participate in the Craft Fair. Enclose two self-addressed stamped envelopes: one business-sized envelope for us to inform you of your status, the other for return of your photographs. **Enclose 3 color photographs** (one must be a booth shot) of your craft for jurying purposes - No slides accepted. You may also supply samples, but they are not required. If you choose to submit a sample, we cannot incur the cost of returning the sample to you. Photos will not be returned unless a pre-postaged return envelope is supplied. Photos are not returnable until after the fair so that they may be used for jurying when filling cancellations.

REMEMBER YOUR PICTURES ARE ALL WE SEE, PLEASE BE SURE THEY ARE OF GOOD QUALITY AND ARE A TRUE REPRESENTATION OF YOUR FINE QUALITY WORK. A NARRATIVE ABOUT YOUR CRAFT PROCESS OR ANY PERSONAL DETAILS ABOUT YOUR CRAFT ARE ALWAYS APPRECIATED AND HELPFUL. **REMEMBER THE WAYS & MEANS CRAFT FAIR COMMITTEE CHANGES EACH YEAR AND YOU MAY NOT BE A FAMILIAR CRAFTER TO THE NEW PEOPLE.**

7. INSTALLATION AND REMOVAL: Crafters will be notified of their space assignments upon acceptance. Crafters may begin setting up at 6:00 a.m. the day of the rental. Crafters must arrive before 8:00 a.m. on the day of their rental; otherwise HNC will resell their space. Crafters must remove their vehicles from athletic fields after unloading or be subject to a fine and/or towing. **Crafters must remove their items from the space by 5:30 p.m. the day of their space rental, but not before the Craft Fair closes at 4:00 p.m.** Please have your booth completely broken down prior to retrieving your vehicle. The crafter shall comply with any reasonable request with respect to the installation, conduct and disassembly of the exhibit.

8. REGISTRATION: Prior to unloading, each crafter must check in at the Registration Table on the day of their rental and will receive a registration packet that will include name tags and general information. Personnel will be available to answer questions.

The rental fee is solely for a 10' x 10' space. A crafter may request a wall space, but HNC cannot guarantee that any such requests will be honored. The fee includes only the rental of space. Crafters must supply all other items, **including extension cords, tables, chairs, and change.**

9. RAFFLE DONATION: HNC holds a raffle during the fair. Proceeds of the raffle go back to the community through grants that are awarded each spring. Crafters are requested to donate an item of their craft to the raffle table. A member of the craft review team will collect raffle items prior to 9 am. Each item will be on the display with the Crafter's name and the number of their assigned space. Please note that no other raffles will be allowed.

10. FOOD VENDORS: 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.

11. CANCELLATION POLICY: Any cancellations received by HNC after the rental fee has already been received will result in the fee being forfeited. Paid rental fees and application fees are not eligible for any refund.

12. USE OF SPACE: Crafters may not sublet, assign or apportion any part of the space allotted. No Crafter will be permitted to display outside of the confines of the space assigned.

13. RESTRICTIONS: HNC reserves the right to restrict exhibits which because of noise, method of operation, or any reason, become objectionable or otherwise detract from or are out of keeping with the character of the Craft 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 advance approval. In the event of any such restrictions or evictions, HNC is not liable for any refund of rental or other expense.

14. CONDUCT: The exhibit shall be conducted in a decorous manner in order not to be objectionable to other Crafters, HNC, Holliston Public Schools, Holliston Police Department, Holliston Fire Department or the public. HNC 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 Craft Fair, other Crafters, HNC or the public. During the hours open to the public, the Crafter or representatives must occupy the assigned space.

15. CARE OF THE 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 way that might mark 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 the public moving in

the aisle and to provide a clear view of neighboring Crafters. This limitation refers to the height, width, depth and safety of any exhibit booth or materials within the space rented.

16. 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, conducts and disassembly of its exhibit. There will be no smoking allowed on school grounds. **Due to the limited number of people allowed in the building because of fire regulations, only two people from each crafter booth are allowed to be in the building.**

17. EXHIBITION BADGES: Exhibit personnel must wear identification badges while on the exhibit floor. Exhibit badges will be furnished without charge in the HNC registration packet.

18. AVAILABLE SERVICES: HNC provides only the rented space and access to an outlet, if requested and paid for. Crafters must supply all materials needed including extension cords, tables, chairs and change.

19. LIABILITY: HNC 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 HNC 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. HNC assumes no liability for any injury that may occur to visitors to the Craft Fair, Crafter's agents and employees, or others. Crafters agree not to make claims against the HNC, its employees, or agents, except for breach by HNC of this contact.

20. INABILITY TO PERFORM: If HNC 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, HNC will refund to the Crafter the amount of the rental fee paid by the Crafter, less a proportional share of the Craft Fair's expenses, and HNC shall have no further obligation or liability to the Crafter.

21. INTERPRETATION AND ENFORCEMENT: These regulations become part of the contract between HNC and the Crafter. HNC 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 HNC and all decision so made shall be binding on all parties affected by them as by the original regulations. Crafters or their representative(s) who fail to observe these conditions of contract or who, in the opinion of HNC, conduct themselves unethically may be dismissed and/or barred from the Fair without refund or appeal.

Please sign and date the contract below. Return signed contract to Holliston Newcomers Club Inc., ATTN: Ways & Means Committee, P.O. Box 6581, Holliston, MA 01746. It is recommended that you keep a copy for your records.

I have read the contract and agree to all the rules and regulations set forth by HNC. I further state, by signing below, that **my crafts are handmade by me** and that I have truthfully represented myself and my craft to the Holliston Newcomers Club, Inc.

By (signature) _____ Date _____ / _____ / _____

Print Name _____ D/B/A _____