

## JerseyFest Model Kit & Statue Fair 2018

### Vendor Agreement:

Below are the terms and conditions that all vendors agree to follow by registering and paying for tables at the JerseyFest 2018 vendor show on Saturday, September 8th and Sunday, September 9th. By making payment to JerseyFest for a table(s) at this event, you are thereby agreeing to all of these terms and conditions. If you have any questions, feel free to contact the JerseyFest team at JerseyFestfair@aol.com

- Vendors must first determine if tables are available before making any payments by inquiring with the JerseyFest producers at JerseyFestfair@aol.com
- When requesting a vendor table (s), the request must indicate the types of products/items to be sold and/or displayed at the table. The JerseyFest producer has the right to decline the table rental if in their judgment the products do not align with the theme of the show, or for any other reason. This communication must occur before payment for a table is made and accepted.
- Vendors may ship items to the hotel, which must arrive 1 or 2 days prior to the vendor show and will be stored and controlled in a secured room. After the show, items may be left with the hotel for pickup by a shipping service the next day. Contact the JerseyFest show producers for more details.
- The cost for each table also includes show entry for a total of 2 people, who will be given vendor passes. A maximum of 4 vendor passes will be given to each vendor.
- The charge per table is \$200 each. After the JerseyFest producer receives and approves the table(s) request from the vendor, he will send the vendor a PayPal invoice via e-mail so that the vendor can make a Paypal "Gift" payment. Or the vendor can mail a moneyorder to:

JerseyFest Model Kit & Statue Fair, LLC

823 Hyson Road

Jackson NJ 08527

- Tables with access to electricity are limited and will be given on a "first request" basis before the show. A \$15 fee is required and should be added to the total payment made for the table(s).
- A \$15 fee must be paid for each vendor that requires Internet access. This is exactly what the hotel is charging for the service. JerseyFest is not making any profit from this payment.
- The tables are 6 feet wide by 2 ½ feet deep (rectangular) and will come with 2 chairs each.
- For each table, the "usable" floor space given will approximately 6 feet wide by 8 feet deep.
- You may place portable floor racks behind each table as long as the total width used for these racks for each table does not exceed 6 feet. The racks or any other displays must not interfere with other vendors or walkways.

- Tables with walls behind them are limited and will be given at no extra charge based on availability and at the discretion of the JerseyFest producer. If you would like to request one, specify this request in your e-mail to JerseyFestfair@aol.com
- Table locations, layout and vendor assignments are at the full discretion and control of the JerseyFest producer, but we will of course try to accommodate vendors where we can.
- Vendors must set up their table(s) on Friday, September 7th between 6:00PM and 11:00PM. Vendors must be completely set up with their full table displays by 11:00PM.
- Vendors must check in at the front desk with the JerseyFest staff before setting up their table(s) on Friday night.
- Any vendor who does not check in and complete their table(s) set up on Friday, September 7th is risking having their table(s) forfeited and will not be given refunds.
- Vendors must have their table(s) open with an attendant present and their items on display for the full duration of the show hours, from opening to closing on both days. Show hours are 10:00AM to 5:00PM on Saturday, September 9th and 10:00AM to 3:00PM on Sunday, September 10th.
- Vendors must not break down their table(s) and remove/pack their items until the closing of the vendor show on Sunday, September 9th.
- Note that refunds to vendors for table cancellations will be given up until July 1st, 2018. No refunds after this date. Refund requests will only be accepted via e-mail to JerseyFestfair@aol.com
- In the unusual event that the show is cancelled, a full refund for the table payments will be given. JerseyFest Model Kit & Statue Fair has the right to cancel the show without recourse to vendors or any other show participants/attendees except to refund money paid for tables and admission into the show.
- Anything with loud sounds or music is not permitted. If vendors would like to display an item that has low sounds, they must first request and receive permission before the day of the event from the JerseyFest producer via e-mail (JerseyFestfair@aol.com).
- Vendors may not sell food or drink.
- No smoking in the hotel.
- Tables and tablecloths must not be damaged and must be returned in the condition they were originally received in. Vendors must not use stickers or glue of any type, scratch or write on the tables or tablecloths.
- The JerseyFest team is taking measures to secure and control all of your items. We have a great deal of respect for your property, however, we cannot “guarantee” their safety. All vendors agree that “JerseyFest Model Kit & Statue Fair LLC”, including its members and support team, are not liable for any lost, damaged or stolen merchandise under any circumstances.

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- All vendors and the JerseyFest team must comply with all state, federal and local laws and regulations and are subject to New Jersey sales tax. JerseyFest is not responsible for collecting sales tax on the vendor’s behalf.

- Licensing and authorization for products sold at JerseyFest are the sole responsibility of the manufacturers and dealers who produce and market them. Manufacturers and dealers are solely responsible for obtaining licensing and authorization to produce and sell their products and for ensuring that their products are non-hazardous and safe for their intended use. JerseyFest bears no responsibility for determining whether and which items offered for sale at JerseyFest comport with U.S. and international trademark and copyright laws. That responsibility is borne by the producers and dealers of these items.

- The vendor accepts and assumes full liability for any injury on the show premises to themselves or individuals at the event who are accompanying, working for or representing them. The vendor releases JerseyFest Model Kit & Statue Fair, LLC and the Newark Liberty International Airport Marriott from any liability related to loss or injury.

- Each vendor will indemnify and hold harmless JerseyFest Model Kit & Statue Fair, LLC and the Newark Liberty International Airport Marriott from any claimed loss or injury suffered as a result of the vendor's merchandise or the vendor's actions. This indemnity shall include all attorney's fees, court costs, and other expenses related to defending any claim or cause of action. Further, the vendor will indemnify and hold harmless JerseyFest Model Kit & Statue Fair, LLC., its employees, shareholders, agents, officers affiliates and directors from any civil liability from any civil liability to any person, corporation, company or other individual entity from any damage that may occur to any person or property resulting from or occurring as a result of the vendor's use and occupancy of a rental space or the personal actions of the vendor while on the Newark Liberty International Airport Marriott premises. Any failure of a vendor to comply in any respect with the rules and requirements of this provision, as written or as modified, shall subject the vendor to the indemnification provisions to the benefit of JerseyFest Model Kit & Statue Fair, LLC. and the Newark Liberty International Airport Marriott.

- The vendor must fill in and sign this form (wet signature) with all the terms and agreements unchanged and mail the original, signed document to:

JerseyFest Model Kit & Statue Fair, LLC

823 Hyson Road

Jackson NJ 08527

I hereby certify and acknowledge that: I have read and fully understand the terms and conditions of this agreement and management disclaimer. I hereby agree to abide by and adhere to all terms, conditions, rules and regulations stated herein.

Name written in print: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name if Applicable: \_\_\_\_\_

Date: \_\_\_\_\_ . Page 3