



2018 Rotary Pet Fair
 EXHIBITOR CONTRACT
September 30th, 2018
10am - 4pm
 Shaker Heritage Society (SHS)
 25 Meeting House Rd, Albany, NY 12211

Please complete all steps.

Step 1: Exhibiting Company Information

Organization Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

What Will You Exhibit _____

Company Representative _____ Title _____

Contact Person's Email _____ Website _____

Step 2: Booth Package

Shaker Heritage Society 25 Meeting House Rd, Albany, NY 12211

Booth Type	Rate	Qty	Ext Amount
Booth – Inside Barn	\$125.00		
Booth – Inside Meeting House	\$95.00		
Outside Booths	\$75.00		
Not-for-Profit – Booth - Inside Barn*	\$75.00		
Not-for-Profit – Booth – Meeting House*	\$50.00		
Not-for-Profit Outside Booth *	Free		
		Total	

INSIDE BOOTHS are 10' X 10' and are in the Barn or Meeting House * OUTSIDE BOOTHS are 12' X 12'

* Note: Not for Profit groups such as humane societies, pet rescues and shelters that participate in this event will share equally in a portion of the net proceeds. We are limiting the number of booths allocated for these organizations, so sign up early.

Step 3: Payment GRAND TOTAL \$ _____

Checks make payable to: The Colonie-Guilderland Rotary Club, 6 Winners Circle, Albany NY 12205

Credit Card Information

Type _____ CC# _____

Name on Card _____

Billing Street Address _____

City _____ State _____ Zip _____

Security code on back of your credit card _____

Expiration date _____ Today's date _____

Step 4: Agreement to Rules and Regulations

The undersigned, herein referred to as exhibitor, has read and agrees to the "Rules and Regulations". Fax and Email signatures are considered binding as original.

Name: _____

Authorized signature: _____

Date: _____

Please scan & email, mail or fax your Exhibitor contract to along with any payments to:
The Colonie-Guilderland Rotary Club, 6 Winners Circle, Albany NY 12205

You may also register and pay online at cgrotary.org

RULES AND REGULATIONS

RULES & REGULATIONS The following rules and regulations are part of the exhibitor's contract and each exhibitor shall be bound by such rules and regulations set forth herein and by any such amendments or additional rules and regulations which may be established by The Colonie-Guilderland Rotary Club.

DIRECTIONS TO THE SHAKER SITE: From anywhere, head toward the Albany Airport. Follow signs to Shaker Museum/Site. From 1-87 North or South, Exit 4 to Dalessandro Blvd. / Albany Shaker Rd. to Heritage Lane to Meeting House Rd. to Shaker Site.

HISTORIC REGISTER: This is the location of the first Shaker settlement in America and is listed as the Watervliet Shaker National Historic District. The Shaker Heritage Society, henceforth referred to as SHS, leases a portion of the district which is owned by Albany County. SHS is open regularly to the general public. Please take care not to cause damage and treat the buildings and grounds as you would any other museum or park.

NYS CERTIFICATE OF AUTHORITY: Vendors are required to display their current certificate. The tax rate is for Albany County.

ALL VENDORS: Please fill in on application and display appropriate permanent license(s), certificates and permits at the Fair. Vendors are responsible for contacting NYS Department of Taxation and Finance or the Albany County Department of Health if necessary.

EXHIBITS The Fair Management reserves the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion at its sole discretion. Lotteries, drawings, guessing games or prize contests of any kind sponsored by individual Exhibitors are subject to Fair Management approval and scheduling. Display material must be confined to the individual Exhibitor's own booth area. No placards, stickers, or other signs relating to non-paid exhibiting firms will be allowed in individual exhibits or anywhere else in the Fair. No horns, bells, alarms, or flashing lights will be permitted to be operated. No amplifiers, television receivers or loudspeakers may be operated in the individual exhibits except with the signed approval of Fair Management. No advertising or printed material, which in the Fair Management's opinion is undignified or otherwise objectionable, shall be distributed. Exhibitors have the right to distribute brochures and other printed matter approved by Fair Management, only from the space occupied by them and no other way. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these "Rules and Regulations" and any other rules communicated by the Fair Management to the Exhibitor. The Fair Management reserves the right to reject, eject or prohibit any exhibit in whole or part, or the Exhibitor or his representative, with or without giving cause. If the Exhibitor is ejected by the Fair Management, there shall be no return of any amount paid by the Exhibitor.

PAYMENT OF SPACE No exhibit will be permitted to be placed in the exhibition space until full payment has been made. Payment by check, money order, or credit card must be received with application by the deadline in order to plan the layout and establish an accurate budget for advertising, promotion and expenses. We cannot guarantee a space for late applications and payments.

LIMITED INDOOR DISPLAY SPACE inside booth space is limited and will be assigned on a first come basis. Vendor applicants requesting inside space that is not available will be offered an outside space. If you do not accept an outside space, your check will be returned to you. If you do accept an outside space, we will process the original check and place you on a waiting list for inside. If you are outside at the Fair we will send you a fee adjustment for the difference. There will be no refund of the outside booth fee even if you do not participate

SUBLETTING OF SPACE No exhibitor shall assign or sublet the whole or part of the space allotted, or exhibits therein, any programs or services other than those specified in the contract for exhibit space unless such is preapproved in writing by the Fair Management.

- . **SALE OF MERCHANDISE** Merchandise sales must comply with all local, state, federal laws and regulations. Sale of Alcohol is prohibited at this event.

1. **LIMITATION OF LIABILITY** The Exhibitor agrees to hold the Facility, The Colonie-Guilderland Rotary Club, 6 Winners Circle, Albany NY 12205 and the Shaker Heritage Society 25 Meeting House Rd, Albany, NY 12211, harmless and blameless and will make no claim for any reason whatsoever, including negligence, against Fair Management, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents, or invitees while in the Facility. Each Exhibitor shall purchase its own insurance coverage sufficient to insure against any possible liability. This insurance shall name The Colonie-Guilderland Rotary Club, 6 Winners Circle, Albany NY 12205 and the Shaker Heritage Society 25 Meeting House Rd, Albany, NY 12211, and the County of Albany as additional insured.
2. SHS cannot guarantee conditions (shady, sunny, dust free, dry, or level, etc.) inside or outside. Vendors should be prepared for varying conditions. There may be leaks inside the buildings and "wildlife" might visit the inside and outside areas overnight. Please cover your items with plastic and do not leave food items or trash in the booths overnight. Space should be left in original condition when you leave.
3. **SECURITY: NO OVERNIGHT SECURITY OR TENT MAINTENANCE IS PROVIDED.** SHS is not responsible for theft, damages, or losses of any kind. We do not recommend leaving items in your booth overnight.
4. **PARKING & UNLOADING:** Please Park by your booth or the nearest door and unload into your space only. Please do not begin setting up and arranging your booth until your car is parked in the proper area for the day. All roads are considered fire lanes and all doorways and aisles must be kept clear. Vendors may be able to park directly behind their outside booth if there is enough room and everyone can drive out each day. See vendor map for additional parking areas. NO parking directly behind the Barn.
5. **SETUP:** Please refer to the vendor map at the white barn or the white 1848 Shaker Meeting House. We are asking all vendors to please check the map before setting up. For the courtesy of other vendors please adhere to the attached schedule.

Sunday Morning	Set-Up Inside and Outside	7:30am to 9:30am	Vendors Cars Parked By 9:30am
Sunday Morning	Fair Opens	10:00 am	
Sunday Morning	Fair Closes	4:00pm	Vendors to clear site by 6:0pm

Vendors who extend outside the times will be charged a \$25.00 penalty.

Numbers or names are located at the CENTER POINT of the FRONT LINE of the booths. SIDE LINES are marked at the FRONT CORNERS. Please do not extend any part of your booth beyond the established front line. Vendors supply their own tents, tables, chairs, and people to help set up and staff the booth. We are not responsible for booth coverage. Meeting House display fixtures and tables must have pads on bases to protect the hardwood flooring. All displays must be independently stable and safe. It is mandatory that all outside tents and canopies are secured to the ground. Weights and/or screw type stakes are suggested and must be removed from the lawn when you leave. NO Spikes in excess of 10 inches.

6. **CARE AND STAFFING OF EXHIBITS** All coverings of exhibits must be removed and exhibitor staff must be on duty not later than one half (1/2) hour PRIOR to the published opening hours of the Fair. Conversely, exhibitor staff MUST remain at the booth until closing. Actual fulltime occupancy or staffing of exhibit space by exhibitor personnel is mandatory. Exhibitors failing to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid. In addition, Fair Management may use said space in such manner as it may deem in the best interest of the Fair. Management may also, at the direct expense of any negligent exhibitor, employ persons to staff any unstaffed exhibit. A fine of \$50 per hour will be imposed or levied upon any exhibitor, for each and every hour, or part thereof, that any exhibit is left without staff. We recommend that two people be available to staff booths for meals, breaks, etc.
7. **ELECTRICITY:** SHS does not charge for electricity but must limit the number of lights used, especially in the 1848 Shaker Meeting House, as they cause problems with main breakers and fuses.
8. **TRASH:** Recycling items, especially cardboard and boxes must be removed by the vendor. There is no recycling center on site and we must pay this service. All trash must be brought to the large barrels before 4:00 p.m. or removed from the site by the vendor. Please do not use any barrel that has no bag or is upside down.

1. **PROMOTION:** We track all promotional materials. Please photocopy flyers, create your own coupons and include us on your schedules and websites. Assistance with promotion benefits everyone. This also helps us to keep booth fees reasonable.
2. **DEFAULT IN OCCUPANCY** any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied, such space may be possessed by Fair Management for such purposes as it may see fit, in which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by Fair Management shall not be deemed as a waiver with respect to such provision after demand by Fair Management for strict performance of this agreement.
3. **COMPLIANCE WITH LAWS** Exhibitors shall not engage in any display, publication, performance, or other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. Exhibitor will be responsible for obtaining all necessary governmental permits and licenses. Exhibitor shall comply with any rules the owners or manager of the Pet Fair premises.
4. **NO GUARANTEE OF ATTENDANCE** Fair Management does not guarantee specific volumes or levels of attendance at the Event. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.
5. **FIRE AND SAFETY LAWS** Exhibitors are responsible for complying with all Federal, State and City laws. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits is forbidden. With the exception of food vendor no exhibitor shall bring into the facility any combustibles.
6. **TEAR DOWN / NO DISPLAYS ARE TO BE DISMANTLED PRIOR TO THE END OF THE FAIR.** Any exhibitor dismantling prior to the end of the Fair will be fined \$200.
7. **INSURANCE** Fire, loss theft, and personal liability insurance, must be procured by the Exhibitor at its own expense and The Colonie-Guilderland Rotary Club, 6 Winners Circle, Albany NY 12205 and the Shaker Heritage Society 25 Meeting House Rd, Albany, NY 1221, and the County of Albany must be named as additional insured.
8. **ATTENDANCE** The Fair Management shall have sole control over attendance policies at all times.
9. **RESCHEDULING OF EVENT POLICY** Certain events can preempt a Fair. Fair Management may reschedule an event. If an event is rescheduled all contracts and payments are binding to the rescheduled date. If the Exhibit is not held within 6 months of the original date all Exhibit fees will be returned
10. **ACTS OF GOD, FIRE, STRIKES, TERRORISM, ETC.** In the event that any outside cause such as war, in or outside the United States of America, fires, strike, terrorism or Act of God such as: earthquakes, or other emergency prevents the Exhibit from being held, Fair Management may retain such part of Exhibitor's rental as shall be required to compensate Fair Management or the Facility for expenses incurred up to the time such contingency shall have occurred.
11. **AMENDMENT TO RULES** Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be decided solely by the Fair Management. These Standards may be amended at any time by the Fair Management without notice and all amendments so made shall be binding on the Exhibitor.
12. **RESTROOMS:** 1848 Shaker Meeting House -reserved for vendors and special needs only. Outside portables may be used by anyone.
13. **SMOKING:** Prohibited inside buildings, tents, and outside in the main Fair area, near animals or dry pasture. Please be aware that Albany County code enforcement officers are on site during the Fair and may approach vendors directly if they see any issues.
14. **USE OF EXHIBIT** The Fair Management may, at its discretion at any time, use photographs, videos, logos and testimonials of any exhibitor for its own publicity use.
15. **STAFF & VOLUNTEERS:** We have a limited number of staff and volunteers and may not be able to provide immediate

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assistance or answer questions at the Fair. Please bring this letter with you as it contains information that you need.

- i. **PRIZES AND GIVEAWAYS** All prizes and giveaways, when applicable, that have not been picked up at Shaker Heritage Society 25 Meeting House Rd within 30 days after the Fair become the property of Fair Management
- j. **ENTIRE CONTRACT** This instrument contains the entire Contract between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. No modification of this Contract shall be valid unless made in writing and signed by the parties hereto.
- k. **CHOICE OF LAW** This contract shall be governed by and construed in accordance with the laws of the State of New York.
- l. **MUTUAL NONDISPARAGEMENT** The parties agree that they will represent each other's business in a positive light and not disparage or in any way communicate to any person (including, but not limited to, any customer, vendor, sponsor or news media) any negative information or opinion concerning the business of the other party or the Event. In the event of the violation of this provision, the other party shall be entitled to injunctive relief (including a cease and desist order) and equitable relief (including damages for defamation and/or tortious interference with business relationship).
- m. **ASSIGNMENT** The parties' rights and obligations under this Contract shall not be assignable without permission of the other party.
- n. **ARBITRATION** In the event of any dispute between or among any of the parties concerning the construction or interpretation of this Contract or the performance or breach of any party, the dispute shall be resolved by binding arbitration subject to the rules and procedures of the American Arbitration Association then pertaining, except as follows:
 - a) The site of arbitration shall be in Albany County, New York;
 - b) There shall be three (3) arbitrators whose majority decision shall be final;
 - c) The arbitrators shall be bound to apply and follow the laws of the State of New York as they exist by statute, court decision and otherwise and
 - d) The arbitrators shall not be empowered to award attorney's fees, costs and expenses of arbitration to any party. Arbitration shall commence by the written demand of any party, served upon the other party as notice is required to be served under this Contract.
- o. **NO THIRD PARTY RIGHTS** These Exhibitors Regulations govern the conduct of exhibitors at the Event and are not to be construed as conferring any right or benefit upon any third party.
- p. **SAMPLING** All exhibitors must comply with sampling and alcohol policies of the facility at exhibitor's expense.
- q. **ACCEPTANCE** This document shall not constitute a contract between the parties until acceptance by Fair Management.