

# *2022 Celebration Seabrook Terms & Conditions*

## **1. USE OF SPACE**

a. **LIABILITY** - The Exhibitor is entirely responsible for the leased space and shall not injure, mar or deface the premises and the Exhibitor shall not drive, nor permit to be driven any nails, hooks, tacks or screws in any part of any building any advertisement, signs, etc., or use Scotch tape, masking tape or any other adhesive-type materials on painted surfaces. The Exhibitor agrees to reimburse the facility, and/or decorator, for any loss or damage to the premises or equipment occurring in the space leased to the Exhibitor. Event management and their sponsors shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other causes beyond its control.

b. **AISLES** - The aisles, passageways and overhead spaces remain strictly under the control of the Management, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by special written permission of the Management. All exhibits and their personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other Exhibitors. No interference with the light or space of another Exhibitor will be permitted.

c. **SPACE** - The space contracted for is to be used solely for Exhibitor whose name appears on the Contract, and it is agreed that Exhibitor will not sublet or assign any portion of same without the written consent of the Management. In the event Exhibitor fails to occupy or use his space or to have his exhibit completed and in place by the opening of the event, he shall forfeit his right to the space, all prepaid rents, and upon demand pay any rental balance owing to Management. In the event Exhibitor fails to occupy the exhibit space contracted before an hour prior to the event, Event Management shall have the right to utilize such space in any manner it chooses. This will in no way release Exhibitor from its obligations nor shall Exhibitor be entitled to a refund. Space may be re-sold with no refund.

d. **ALL DEMONSTRATIONS** or promotional activities must be confined within the limits of the purchased space. Noise resulting therefrom must not interfere with the other exhibitors.

e. **RESTRICTIONS** - The Management reserves the right to restrict or remove exhibitors, without refund, that may have been falsely entered, or may be deemed by the Management unsuitable or objectionable. This restriction applies to noise, P.A. systems, persons, things, conduct, printed matter, or anything of a character that might be objectionable to the event, the Management or the Venue

f. **MUSIC** - Exhibitor agrees that it shall not perform nor have performed for it or on its behalf, either live or by mechanical means of playing by radio, television, VCR, phonograph, compact disc, cassette or any other means, nor transmit by any means, any copyrighted musical composition, during all City of Seabrook Events or at any official function which is part of, affiliated with or held in conjunction with all City of Seabrook Events unless Exhibitor shall first have obtained from the owner of the copyrights of all music to be performed, or from an agent of the owner legally authorized to grant permission, license or other proper authorization for the public performance of the copyrighted music to be performed, authorization and permission for Exhibitor to publicly

perform the copyrighted music during all City of Seabrook Events. Exhibitor shall provide producer no later than ten business days prior to the date or opening date of all City of Seabrook Events with a copy of each such document authorizing Exhibitor to publicly perform copyrighted music. If Exhibitor has not provided copies of such documents to producer as provided herein, Exhibitor agrees that it shall not perform or have performed on its behalf, by any means, any copyrighted music during all City of Seabrook Events.

g. OFFENDERS will be asked to leave the area if any of the above are violated; and, as an exhibitor offender no refund will be given.

## **2. RULES FOR EXHIBITS**

a. ALL SPACES and decorations MUST concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for space decorations and construction must be fire retardant. Contact the Fire Marshall if at all in doubt.

b. INSTALLATIONS - Any special carpentry, wiring, electrical or other work, propane, gas, steam, water or drainage connection shall be installed at Exhibitor's expense.

c. LICENSES - Any and all City, Municipal, State or Federal licenses, inspections or permits as required by law of any Exhibitor in the installation or operation of his display shall be obtained by the Exhibitor at his own expense prior to the opening of the show. Check with the City of Seabrook about health department permit procurement. With the exception of temporary wine and beer permit.

d. RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD - Management shall not be liable for any damages or expense incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled; and if for any reason beyond the control of the Management, the show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.

e. MERCHANDISE REMOVAL - No merchandise will be permitted to pass out of the building without approval by the Management during the life of the event. No exhibits, or part of exhibits, may be removed until after the closing hour of the event.

f. SECURITY FOR RENTAL - Failure on the part of the Exhibitor to pay the rental as specified under the contract shall entitle Management to seize all merchandise, materials, and exhibits displayed by the exhibitor at the within described event and to retain the same as security for any unpaid rental amount owing hereunder. Upon the expiration of seven days after such seizure, Management shall have the right to dispose of same without notice to the Exhibitor in such manner as Management , in its absolute discretion, deem appropriate, whether by public or private sale in the manner determined solely at Management's discretion, and without any obligation on the part of Management to effect any manner of publication respecting the date or any details or information as to when or how such sale is to be carried out.

g. AMENDMENTS - Exhibitor agrees to decisions of the Management concerning all matters pertaining to the administration and success of the Event which are not specifically stated.

h. ATTORNEY FEES - In the event suit or action is brought by the City of Seabrook under this agreement to enforce any of its terms, it is agreed that the City of Seabrook shall be entitled to reasonable attorneys' fees and costs to be fixed by the trial and appellate courts.

### **3. SECURITY AND INSURANCE**

We wish to provide the tightest security possible for the protection of your exhibit properties. However, neither the City of Seabrook, the facility management nor our insurance company are financially liable for the losses, damages or "mysterious disappearance" of any kind. We recommend all exhibitors contact their insurance agents to confirm proper coverage of exhibit materials. (Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary.) Any additional security must be arranged by the Exhibitor at his own expense.

### **4. CANCELLATION AND REDUCTION POLICY**

Any cancellations or changes MUST BE IN WRITING and received by our office no later than **September 1, 2022**. Upon written request, refunds will be CONSIDERED. After the cancellation date above, NO REFUNDS are allowed. If the total space rental charges are not received in our office by September 1, 2022, then spaces requested may be sold to another exhibitor, with no money refunded.

### **5. GENERAL**

Exhibitor badges may be picked up at the Exhibitor Check-in Table during move-in. Please see the move-in document distributed the week prior to the City of Seabrook Event for specifics on where and how to receive your exhibitor badges.

### **6. LIABILITY**

Neither the City of Seabrook, the facilities, the states in which the events are held, nor their representatives, nor any member of the above named will be responsible for any injury, loss or damage that may occur to the Exhibitor or the exhibitor's employees or property from any cause whatsoever. The Exhibitor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage or injury.

### **7. COMPLETE AGREEMENT**

This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

### **8. CHECK POLICY**

There will be a \$25.00 handling charge for any check returned for any reason. Two (2) weeks prior to the events only cash, credit card or certified funds will be accepted.