

MAINE BOAT & HOME SHOW 2024: AUGUST 9-11, 2024

MAIL CONTRACT & PAYMENT TO: MAINE BOATS, HOMES & HARBORS, P.O. BOX 466, ROCKLAND, ME 04841
FAX 207-593-0026 • EMAIL: SHOWINFO@MAINEBOATS.COM

FOOD VENDOR CONTRACT

Date: _____

PART I:

Business/Organization Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____ Web: _____

Food Vendor License Number: _____

Insurance Carrier: _____ Policy #: _____

Vendors are responsible for the procurement of all state permits and/or licenses with a minimum of \$500,000.00 liability coverage **naming Frigate Publications LLC, dba Maine Boats, Homes & Harbors as an additional insured** for the dates August 8-12, 2024. Proof of insurance coverage must accompany your application and necessary permits/licenses must be displayed in your booth during show hours.

Please include a complete list of the food/drink items that you wish to sell (include a printed menu if you have one).

Please be aware that Vendor is strictly limited to using the Space for the sale of these items and for no other purpose.

Number of employees who need admittance: _____ (5 passes are included; additional 3-day passes are \$5.00 each)

VENDOR SPACE NEEDS

\$3.25 per sq.ft. with a minimum depth of **ten** feet. Square footage includes space of tent, booth, trailer, etc., plus awnings and any outside display area.

FRONTAGE: Please indicate your frontage area: _____ ft. Does your stand have a tongue? yes no

Which direction does the tongue face in relation to your open side? _____

ELECTRICITY: Standard electrical setup (110v) 220v (\$150.00 additional charge)

MBH&H Show provides a standard electrical hookup of 110v (limit of 4,000 watts).

Should additional power be needed, a fee of \$150.00 will be added to the setup cost.

VENDOR SPACE AREA REQUIRED

Space required (including awnings, trailer tongues, and outside display space):

width _____ ft. x depth _____ ft. (min. of 10 ft.) = _____ sq.ft. total

TOTAL COST FOR VENDOR SPACE

Total square ft. x \$3.25 = \$ _____

TERM: The term for the usage of the Vendor Space is August 9-11, 2024.

Add'l electrical needs (220v) \$150 = \$ _____

Add'l employees, beyond 5 (____ x \$5.00) = \$ _____

Total Exhibit Cost = \$ _____

PAYMENT: A \$200 deposit is due with signed contract. BALANCE DUE: June 1, 2024.

MC Visa Discover Amex Card #: _____ Exp: _____
3-digit code

Name on Card: _____ Signature _____

Amount enclosed: \$ _____

Credit card: Please charge credit card shown above deposit 100% payment

TERMS & SIGNATURES:

This contract must be approved by Frigate Publications LLC, dba Maine Boats, Home & Harbors before space will be assigned. A copy of the approved contract will be mailed to you after your final payment has been made. No contract will be approved until proof of liability insurance listing Frigate Publications LLC, dba Maine Boats, Home & Harbors as the Additional Insured (the dates of coverage are August 8-12, 2024) has been provided and a deposit of \$200 has been made. It will also be necessary for you to provide a copy of your sales tax/vendor permit as applicable to the State of Maine.

THE TERMS OF THIS CONTRACT ARE CONTAINED IN PART I AND PART II (HEREINAFTER THE "AGREEMENT") ON REVERSE, BOTH OF WHICH REQUIRE YOUR REVIEW AND SIGNATURE.

PART II: VENDOR SPACE CONTRACT

THIS AGREEMENT (herein called the "Contract") is made on this day _____ (DD/MM/YYYY) by and between FRIGATE PUBLICATIONS LLC, dba MAINE BOATS, HOMES & HARBORS, a Maine corporation with a place of business in Knox County, Maine ("hereinafter "MBH&H"), and _____, (hereinafter called "Vendor") with a principal place of business as stated in Part I of the application.

MBH&H and Vendor agree as follows:

SECTION 1. Licensed Space. MBH&H hereby licenses to Vendor, and Vendor hereby accepts the following license from MBH&H, subject to the terms and conditions of this License, the square footage area (the "Space"), and for the days more particularly described in Part I annexed hereto and made a part hereof for the consideration stated in Part I. MBH&H's selection of the location of the Space may be changed at its sole discretion.

SECTION 2. Payment. \$200 must be submitted with this signed contract. The remaining balance is due June 1, 2024. If full payment is not received by June 1, 2024, Vendor's inclusion in all show-related materials will be forfeited. Additionally, Maine Boats, Homes & Harbors will no longer guarantee the reservation and may, at its sole discretion, release, reduce, or resell the display space. For contracts submitted after May 1st, payment must be received in full, payable by credit card at the time of signing of this License. Any exception to this policy shall be at the sole discretion of MBH&H. Vendor must be paid in full before it is allowed access to the Space. Additionally, all accounts with Maine Boats, Homes & Harbors, must be current.

SECTION 3. Cancellation. A Vendor who elects to cancel their contracted space for any reason prior to June 1, 2024, will be charged Fifty Percent (50%) of the license fee for the Space. Cancellations occurring after June 1, 2024 will be charged One Hundred Percent (100%) of the license fee for the Space.

SECTION 4. Liability. Vendor shall, at its own expense, provide Commercial General Liability coverage of no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, with an aggregate limit of \$2,000,000; Commercial Automobile Insurance Liability with Bodily Injury and Property Damage Combined single limit of not less than \$1,000,000; Workers Compensation coverage, where required by law; **Vendor shall not be allowed to set up without a certificate of insurance being delivered to MBH&H naming Frigate Publications LLC, dba Maine Boats, Homes & Harbors as an "ADDITIONAL INSURED" with regard to General Liability for the dates of August 8-12, 2024.** The insurance company providing this coverage must be licensed to do business in the State of Maine and must have a "Best Rating" of A- or better, or be a company acceptable to MBH&H. Certificates of Insurance shall be mailed to Maine Boats, Homes & Harbors, faxed to 207-593-0026 or emailed to showinfo@maineboats.com.

MBH&H, its officers, directors, contractors, and employees, shall not be responsible for any injury or property damage suffered by Vendor, their/its employees, invitees, guests or visitors unless caused by the intentional act of MBH&H. Vendor does hereby indemnify, save and hold harmless MBH&H, its officers, directors, contractors and employees, from every claim for damages including, but not by way of limitation, every claim for bodily injury, personal injury, property damage or for loss of use of property, by whomsoever sustained, in any way arising from this License. Said indemnification shall include MBH&H attorney's fees and other costs.

Vendor agrees that it will use and occupy the display space and use such other portions of the premises for the Show as it is herein given the right to use at its own risk and that MBH&H shall have no responsibility or liability for any loss of or damage to fixtures or other property of the Vendor, unless caused by MBH&H's intentional act. MBH&H shall not be responsible or liable to the Vendor, or to those claiming by, through or under the Vendor, for any loss or damage caused by acts or omissions of persons occupying adjoining space or any part of the Show. **IN NO EVENT SHALL MBH&H BE LIABLE TO VENDOR FOR INDIRECT OR CONSEQUENTIAL DAMAGES AND MBH&H EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, EXCEPT FOR THOSE SET FORTH HEREIN.**

SECTION 5. Installation and Character of Space. All Vendor Spaces are to be set up and operated according to the instructions of MBH&H who will provide times and requirements for setting up and dismantling Vendor's Space. Vendor's Space must be designed, constructed and operated in good taste and in a safe manner, and MBH&H shall have the right to require the removal, relocation or the modification of any of Vendor's property or part thereof. All business and display materials must take place and be kept within the Space. No explosives, fuels or other combustible matter may be brought into the Space other than propane cylinders required for food preparation. **No animals are allowed on show grounds** (except bona fide service animals and pre-qualified BYD contestants).

SECTION 6. Subleasing. Vendor shall not assign, sublease and/or share any part of its space without advanced written consent from MBH&H which may be withheld at its sole discretion.

SECTION 7. Late Set-up Forfeiture. Vendors who do not set up on schedule may, at the sole discretion of MBH&H, forfeit all rights to the Space or have their designated Space changed or transferred to another Vendor. The removed Vendor shall not be entitled to a refund or any resulting damages.

SECTION 8. Dismantling Exhibits. Because each person who purchases a ticket to the Show has the right to see all exhibits, no Vendor may be closed during show hours or

remove its property until after August 11, 2024 at 4:00 p.m. Failure to comply will have a direct effect on the opportunity to exhibit at future shows. Following the close of the show, Vendor will remove its property according to the instructions of MBH&H.

SECTION 9. Weather. The Vendor and MBH&H agree that neither MBH&H, nor any of its employees or agents, shall be liable for loss, damage, third-party damages, claims or loss to property, person or vessels in the event of acts of God, storms, floods, high winds, gales or hurricanes. MBH&H reserves the right to order an evacuation of the show, or to take whatever action it deems appropriate regarding weather conditions or other circumstances that may occur. Vendors agree to comply with such directions which may include the immediate evacuation and removal of Vendor's display, vessels and related personal property from the show. It shall, however, under all circumstances, be the Vendor's responsibility to care for and protect its property which may include the removing of the same in a timely manner. The Vendor agrees that all vessels will contain, at all times, sufficient ground tackle for hurricane conditions.

SECTION 10. Default. If Vendor breaches this Agreement, its License granted hereunder may be immediately revoked and Vendor may be required to immediately vacate the Space in addition to all other rights and remedies including, but not limited to, claim(s) for damages. Vendor agrees that it shall be responsible for MBH&H's costs and fees, including attorney fees for enforcing any matter under or related to the terms of this Agreement.

SECTION 11. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

SECTION 12. Governing Law. This Agreement will be governed by the laws of the State of Maine without regard to conflicts of laws principles.

SECTION 13. Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Maine, County of Knox, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Maine, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

SECTION 14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SECTION 15. Notice. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (d) via email, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

If to MBH&H:

Frigate Publications LLC, dba Mine Boats, Homes & Harbors
218 Main Street, Suite 300 or P.O. Box 466, Rockland, ME 04841
Tel: 800-565-4951 or 207-594-8622 • Fax: 207-593-0026 • showinfo@maineboats.com

If to Vendor:

SECTION 16. Entire Agreement. Parts I and II of this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between MBH&H and Vendor with respect to the subject matter of this Agreement. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

Therefore, the parties hereto have executed this Agreement on the date first above written.

FRIGATE PUBLICATIONS LLC, dba MAINE BOATS, HOMES & HARBORS

FOOD VENDOR

By: _____

By: _____

Title: _____

Title: _____

Hereunto Duly Authorized

Hereunto Duly Authorized