Norwalk Seaport Association, Inc.

36th Annual - 2013 Oyster Festival

New England Village

Application/Contract for **Marketing** Space

Please PRINT or TYPE the following. Illegible applications will be returned.

Organization _____

Primary Contact/Title_____

Address _____ City/State/Zip _____

Telephone: (Day) _____ (Night) _____ (Cell) _____

Email: _____ (Fax) _____

Check one:

_____ A Certificate of Insurance is enclosed. (Due no later than by August 30, 2013)

_____ We do not have General Liability insurance and our check for $115.00 is enclosed.

Does Exhibitor require electricity? (Check appropriate box and complete information if YES!)

☐ No ☐ Yes List items you will be using that requires electricity (i.e., TV, VCR):

_____

Are you requesting to have a promotional vehicle on the field with your booth?

☐ NO ☐ Yes Number of vehicles requesting placement on field _____

If yes, also indicate type and size of vehicle. _____

Promotional Vehicles are permitted at the discretion of Management and are subject to placement.

NOTE: There must be one named primary contact responsible for coordinating and supervising your organization's setup, staff and tear down.

Subject to the Terms and Conditions and subsequent provisions and upon acceptance of this application by the Norwalk Seaport Association, Inc., hereinafter referred to as **Management**, the undersigned, hereinafter referred to as **Exhibitor**, agrees to lease from Management exhibition space for the duration of the 2013 Oyster Festival.

Exhibitor wishes to contract for ____ (number) exhibition space(s) from Management, and certifies that he/she is authorized to sign this application on behalf of the above named organization. Upon acceptance in writing by Management this agreement shall become a binding and enforceable contract between the parties. Violation of any of the terms of this agreement may result in: restriction, removal and/or, disqualification from future participation.

Exhibitor must provide evidence of carrying General Liability Insurance in an amount not less than $1 million and including Workers' Compensation. Exhibitor agrees to protect and hold harmless Management and the City of Norwalk against any and all claims for loss, injury, or damage to person, persons (including Exhibitor and its employees, agents or guests) or property arising out of activities of Exhibitor, its agents, subcontractors, employees or guests, to defend the Management and the City of Norwalk against any and all such claims and to reimburse and indemnify Management and the City of Norwalk for any loss, damage, expense or payment suffered thereby. **Exhibitor is required to provide a Certificate of Insurance to Management. ("City of Norwalk" and "Norwalk Seaport Association, Inc." must be named, specifically, as additional insured on the Certificate of Insurance.).** If Exhibitor cannot provide a Certificate of Insurance as described, a fee of **$115.00** (which includes the $100.00 insurance fee and a $15.00 processing fee) must accompany this application to add Exhibitor to the policy of the festival. As part of the festival policy, a separate Certificate of Insurance is not issued.

Terms and Conditions

SCHEDULE

FESTIVAL

Participation is MANDATORY ALL THREE DAYS OF THE FESTIVAL! ALL EXHIBITS MUST BE COMPLETELY STAFFED AND OPERATING DURING THE FULL HOURS AND DATES OF THE FESTIVAL AS FOLLOWS:

Friday	September	6, 2013	6:00 PM to 11:00 PM
Saturday	September	7, 2013	11:00 AM to 11:00 PM
Sunday	September	8, 2013	11:00 AM to 8:00 PM

SET-UP

Exhibitor will be able to set up its booth as follows and agrees to be fully set up and manned by the conclusion of the set up period.

Wednesday and/or Thursday by prior arrangement.

Friday	10:00 AM	to	3:00 PM
Saturday	8:00 AM	to	10:00 AM
Sunday	8:00 AM	to	10:00 AM

EXHIBITION SPACE AND LOCATION

Exhibitor agrees to conduct all activities within the confines of the assigned booth space. **No solicitation activities are permitted in the aisles in the New England Village Tent or any other part of the Festival.** Further, Exhibitor agrees to restrict the volume level of electronic devices such as televisions, stereo or other amplification equipment and personnel (no yelling) so as not to interfere with other participants.

Management agrees to supply Exhibitor with exhibit space of not less than fifteen (15) feet in frontage and fifteen (15) feet in depth, for which Exhibitor agrees to pay Management a rental fee of $2,500 for one space and $2,250 for each additional space. Although we welcome your input or preference, Management shall determine the location of each exhibit space. Management will provide the following: 15' x 15' tent space or tent(s), table, two (2) chairs, electrical hookup and electricity (see "Lighting and Electrical"), available storage area and removal of trash and recyclable materials.

Exhibitor may distribute literature, perform service, and obtain future business leads, but may not solicit and/or accept donations, sell any items, raffle tickets or chance tickets. The contract space shall be used solely by Exhibitor named herein and Exhibitor shall not share, assign or sublet any portion of said space without written approval of Management. Exhibitor is reminded that the Oyster Festival is an outdoor event. All exhibits and/or displays should be produced subject to weather conditions.

FEE AND PAYMENT

A deposit of $1,250 (50%) must accompany this application/contract and be received by June 28, 2013 The balance of the fee is due and payable by July 19, 2013. This applies to Marketing applicants only. Exhibit space is limited at Management's sole discretion. **Please make checks payable to: Norwalk Seaport Association, Inc.**

It is understood that cashing of Exhibitor's Fee check in no way implies acceptance as an Exhibitor. **If the application is rejected for any reason**, management will either return Exhibitor's check or issue a refund on Management's account. In the event of removal for cause from the event for any reason, the Exhibitor shall not be entitled to any reimbursement of fee. **Again, Space is limited to first-come-first-serve**.

ORIENTATION MEETING

Two orientation meetings are held prior to the event. It is highly recommended that either the named Primary Contact or a designated representative be present at one of the meetings prior to the festival. The meetings will be held in the office of the Norwalk Seaport Association, Inc. to be determined at a later date. You will be notified in advance. Final confirmation of booth location cannot be made until seven (7) days prior to the event.

CANCELLATION/RAIN/REFUNDS

There is no rain date and rental fees are not refundable. If Exhibitor cancels, no refund will be given after August 1, 2013**. If full payment is not received by Friday, July 31, 2013, management has the right to reject Exhibitor's Application**

LIGHTING AND ELECTRICAL

General lighting of the tent area is at the sole discretion of Management. All reasonable efforts will be made to supply lighting that Management deems appropriate for nighttime operations. A maximum of one electrical outlet and 500 watts per individual exhibit area is available upon request. There can be no exceptions because overloading the system will result in power failure. Exhibitors may not run wires to other booths or outlets or attach wires or lights to the general lighting system. Extension cords are not permitted but surge protected power strips may be used. These regulations are enforced by the Fire Marshal of the City of Norwalk.

TERMS AND CONDITIONS - continued

EQUIPMENT REMOVAL AND CLEAN UP

All Exhibitors are responsible for the day-to-day cleanup of trash in their area as well as the area immediately around their booth. Exhibitor agrees to remove all equipment, personal possessions and refuse from their exhibit area by 5:00 PM on Monday, September 9, 2013. A cleanup fee of $500 will be assessed if property is not removed by the aforementioned time/date. **Exhibitor is expected to use appropriate dumpsters (corrugate, trash, etc.) provided for the New England Village area**. NSA will not be responsible for loss and/or damage to any merchandise left on premises. All vehicles must be off the field by 3:00 PM on Friday unless designated by management as a display vehicle.

PARKING

*Parking is permitted **in designated areas only**. Admission to the field and designated parking areas is by **permit only**. Exhibitor will receive a **limited** number of permits for designated areas that are transferable only within its organization for successive shifts. Carpooling or use of the Oyster Festival shuttle bus is strongly recommended. Permits will be issued as part of the information package to be distributed at the orientation meeting, and/or at 12:00 Noon on the opening day of the event. Driving any motor vehicle, other than display vehicles, on the field to set up or during the festival is prohibited.*

RESTRICTIONS

1. **Management reserves the rights to:**
   a) Exclude or reject any applicant(s) that, at Management's sole discretion, are deemed inconsistent
   with the family atmosphere of the Festival, and/or unprofessional in appearance, and/or incompatible with other exhibitors; and
   b) Restrict or remove, without a refund, exhibits that have been falsely entered or are deemed by Management unsuitable or objectionable.
   c) Restrict or remove, without a refund, exhibits that fail to control the volume of personnel or equipment in their booth.
   d) The selling of products/services is not allowed as part of the original application.
2. **No animals allowed in the New England Village area unless specified by Management.**

NO IMPLIED ENDORSEMENT

Acceptance into the 2013 Norwalk Seaport Association's Oyster Festival **New England Village** area does not indicate that Management or the City of Norwalk either supports or agrees with the activities or philosophies of any participant(s).

EXHIBITOR: _____ (Please Print)

Name _____ (Please Print)

Title & Date _____ (Please Print)

Signature_____

MANAGEMENT ONLY: **Norwalk Seaport Association, Inc.**

Name _____ (Please Print)

Title & Date _____ (Please Print)

Signature_____

Booth Space	$ 2,500
A deposit of $1,250.00	
Additional Space	$ _____ @ $2,250 each
Insurance Fee	$ 115.00
Total Fee	**$** _____

Please return all pages of signed contract with booth fee to:

New England Seaport Village Committee
Norwalk Seaport Association, Inc.
132 Water Street, Norwalk, CT 06854