

# *Metropolitan Expositions / NESS Contract*

*3901 71ST ST W LOT 204*

*BRADENTON FL 34209-6546*

*941-794-0847 or 774-258-0135 • Dickmurphy@aol.com*

## *New York City, Boston, and Washington Shows*

### **SET-UP TIME**

*Dealers set up Thursday 4:00 p.m. to 10:00 p.m.*

The time for setup may vary depending on hotel functions. Exact show load in times can be obtained the week of the show by calling or emailing any of the promoters.

### **SHOW HOURS**

Friday: 10:00 a.m. to 6:00 p.m.

Saturday: 10:00 a.m. to 5:00 p.m.

Sunday: 10:00 a.m. to 4:00 p.m.

### **NEW YORK & WASHINGTON BOOTH FEES**

8-foot straight with back up \_\_\_\_\_ \$625

14-foot corner booth with back-up \_\_\_\_\_ \$850

Cabinet rental at \$140 each # \_\_\_\_\_ = \_\_\_\_\_

### **MARLBORO BOOTH FEES**

8-foot straight with back up \_\_\_\_\_ \$475

14-foot corner booth with back-up \_\_\_\_\_ \$675

Cabinet rental at \$140 each # \_\_\_\_\_ = \_\_\_\_\_

**CANCELLATION:** Booth holders who cancel up to thirty days prior to the show will incur no penalty and any payments will be reimbursed. After 30 days booth holders will be liable for full payment on any cancelled booth(s) that the Show Director is unable to sell. Death or injury or catastrophic events which preclude vendor attendance will be a valid basis for exemption from booth expenses.

**RETURNED CHECKS:** All dealers will pay a \$40 penalty for any checks returned by the bank.

**NEW DEALERS:** Along with your contract, please send a deposit for \$100 payable to Metropolitan Expositions to the address above.

**CURRENT DEALERS:** Dealers who have previously contracted with Metropolitan Expositions or NESS have the option of paying in full at the show. To reserve your regular space, your signature and or word is required 60 days prior to the show date.

**LIABILITY ISSUES:** Metropolitan, its officers, agents and employees shall not be held liable for property damage or personal injury to booth holder, his or her agents or employees, which may occur in, on or about any part of the show premises, regardless of how such injury or damage may have occurred. Booth holder waives any claim against Metropolitan Expositions or NESS Stamp Expositions, their officers, agents and employees for any and all liability or expense arising out of any claim for injury or damage to any person or property together with any and all costs in connection with the defense thereto, including attorney's fees. The booth holder understands and agrees that his or her property and any entrusted to his or her care remains at his or her sole risk, including — but not limited to — accidents, level of business, business interruption, theft or non acceptance for any future booth contracts.

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### **APPROPRIATE MERCHANDISE TO BE SOLD**

- A. Stamps, postal history, postcards, related ephemera, philatelic literature, philatelic supplies and related books are permitted.
- B. No other merchandise is to be sold

### **HAND-OUTS, DEALER LITERATURE, CUSTOMER SOLICITATIONS, AND SIGNAGE**

- A. Dealer hand out literature is to be confined to booth or show handout table.
- B. No literature of non-booth holders is to be distributed without the express permission of the show director.
- C. No direct solicitation with handbills, catalogs etc. outside the booth space on the show floor or elsewhere in the show venue premises is allowed.
- D. No signage is to be placed outside the designated booth area.
- E. Signage other than that distributed by the show is to be tasteful and appropriate according to the discretions of the show promoter.
- F. Problems with signage placement are to be brought to the show promoter for resolution.
- G. No signage is to be placed on walls or doors.

### **SALES TAXES AND TRANSIENT VENDOR LICENSE**

- A. Booth holder shall possess or obtain an appropriate sales tax certificate for the show location.
- B. Booth holders must obtain any city or town's transient vendor license and workman's compensation insurance when such is required and the promoters will notify the vendor when such licenses or insurance are required.

### **TERMS OF BOOTH CONTRACT FOR FUTURE SHOWS**

#### ***A. Contract Approval***

- 1. A signed contract is to be returned to the show promoter in a timely manner for all NEW DEALERS.
- 2. Tender of deposit without a signed contract is deemed to be acceptance of all terms and conditions of the contract.

#### ***B. Booth Renewal and Placement***

- 1. Booth acceptance and placement is solely at the discretion of the promoters with or without cause.
- 2. Show Promoter reserves the right to choose only those booth holders believed that will best serve the public interest. Show promoters may change a certain percentage of booth holders each show to conform to the interests of the show and its attendees.
- 3. Neither the show promoters, nor its officers(s), member(s), agent(s), or committee member(s) of the show promoters shall be held liable for failure to tender a contract for any future show to a vendor if B (2) above is implemented.

### **AUTHORIZATION FOR SHOW RELATED DECISIONS NOT COVERED ABOVE**

- A. During the set-up, public and non public hours, and take-down of the Show all decisions related to the show not covered above will be made by the show promoters regarding the interpretation or enforcement of this or regulations or any provisions thereof, the decision of the show promoters shall be final. The show promoters will also have the final decision on matters not included or enumerated herein which may arise during the show.

### **APPLICABLE LAW**

- A. This contract is to be interpreted in accordance with the laws of the state in which it is located.
- B. Execution of this contract by the booth holder is an acknowledgement and acceptance of all the terms and provisions herein.

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I have read the above, marked the size booth I want, and agree to the conditions.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_