

# Colts Neck PTO Holiday Vendor Fair

## Exhibitor Rules and Regulations

**\*NOTE: TABLES and CHAIRS WILL NOT BE PROVIDED\***

1. These Rules and Regulations constitute an essential part of the Contract for exhibit space. Colts Neck PTO reserves the right to render all decisions and interpretations and to establish further regulations as may be deemed necessary for the overall success and well-being of the Holiday Vendor Fair.
2. The Exhibitor AGREES NOT to hold the Colts Neck PTO, the Promoters, the Sponsors, the Organizers, the Conover Road Primary/Elementary School, the Town, City, or Borough, their respective employees, contractors, volunteers, and/or agents (collectively, Frosty's "EVENT MANAGEMENT"), liable in respect to any claim-loss or lawsuit, in which Exhibitor may become involved.
3. The Exhibitor agrees to set-up at least 15 minutes prior to the Event's opening, and to stay set-up for the entire Event until its close; to leave with all unsold merchandise, boxes, debris, etc; and to keep exhibit area clean and safe at all times. Exhibitors must dispose of their trash in the designated areas.
4. Please bring your own tables, chairs and tablecloths. All exhibits utilizing tables shall have tablecloths extending to the ground. No boxes, extra merchandise or debris should be visible. Please indicate and specify if you are bringing additional furniture besides tables and chairs. \*All additional furniture is subject to approval. TENTS are prohibited.
5. Distribution of advertising material and Exhibitor solicitation of all kinds shall be restricted to Exhibitor's booth.
6. Exhibitors wishing to insure goods must do so at their own expense. The EVENT MANAGEMENT assumes no responsibility for, nor guarantee of the safety of, the properties of Exhibitor, its agents and their employees, against theft, damage from fire, accident, or any other cause whatsoever; and Exhibitor expressly agrees to save and hold harmless the EVENT MANAGEMENT from any or all liability resulting from injuries or damages to Exhibitors, to their agents, employees, and specifically to attendees, while within Exhibitor's space.
7. Exhibitor shall be bound by all pertinent laws, codes and regulations of municipal and other authorities having jurisdiction over said Event, and shall fulfill all municipal, state, and federal requirements including filings in connection with all business activities and all sales.
8. It is agreed that if Exhibitor fails to comply in any respect with the terms of this Contract, Colts Neck PTO shall have the right without notice to Exhibitor to occupy, sell or offer for sale the exhibit space covered by this Contract without any rebate or allowance whatsoever to Exhibitor. Said Exhibitor shall be liable for any deficiency, loss or damage suffered at the Event by reasons herein stated, and without in any way releasing said Exhibitor from any liability whatsoever.
9. No Exhibitor shall arrange his exhibit as to obscure or interfere with nearby Exhibitors, in the sole opinion of the EVENT MANAGEMENT. This includes, but is not limited to, Exhibitor's sound system, noise, audio-visual demonstrations, etc.
10. Electricity is to be supplied to Exhibitor. Since this is an indoor Event, generators are prohibited. There is no guarantee for Electric. If it was requested, we will try our best to accommodate.

11. Exhibitor's exhibit or product may not extend beyond the limits of Exhibitor's booth or into any side space. Booth measurements are approximate.
12. The EVENT MANAGEMENT reserves the right to decline, prohibit or remove any exhibit which is deemed out of keeping with the character of the Event; this reservation being all inclusive as to persons, things, products, printed material, conduct, smoke, noise, etc.
13. Exhibitor may display and sell ONLY what he/she has listed on this Contract. No flea market items are accepted. We reserve the right to exclude any merchandise we feel is unsuitable.
14. The EVENT MANAGEMENT will not be liable for the fulfillment of this Contract as to the delivery of said exhibit space if non-delivery is due to any of the following causes: public enemy, war or insurrections, local or regional civil disturbances, strikes, fire, the authority of the law, by reason of an act of God, inclement weather, pandemics, or for any cause beyond its control. The Event may not be held if, in the sole opinion of the EVENT MANAGEMENT, there exists a threat of unsafe conditions or if conditions are deemed to be unsafe. If the Event is cancelled, the Event will not be further rescheduled and there will be no refunds nor credits of any kind.
15. There are no refunds or credits.
16. Colts Neck PTO shall have full power in the endorsement and interpretation of all the rules and regulations contained herein, and the power to make amendments and further rules and regulations as it considers necessary for the proper conduct and success of the Event.
17. Exhibitor may not assign its Contract for exhibit space nor permit any other person or firm to use or share part of such space.
18. Non-profit organizations may not sell items of any kind. They may only promote their organization.
19. Helium tanks are prohibited.
20. Animals are not permitted in the exhibit area.
21. Soliciting of Exhibitors is not permitted.
22. No Exhibitor or vendor may offer any of the following goods or services without the expressed, written consent of Colts Neck PTO: any food item, beverage, face-painting, temporary-tattoo, game, or any item 'for free' or below market value.