



Suffolk County Celiacs

Support and Awareness Group -A branch of the Gluten Intolerance Group

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Suffolk County Celiacs Gluten Free Fair and Fundraiser Held on Saturday August 28 and Sunday 29 2010 At the IBEW Hall, Hauppauge, New York Fair Policy Statement and Agreement

*All foods and cosmetic products being exhibited, sampled or sold at the Gluten Free Fair (GFF) must be certified as gluten free, meaning there is **no traceable amounts of gluten** in the product. The Exhibitor agrees not to display any products that have not been approved in accordance with this paragraph and will, at the direction of the Suffolk County Celiacs (SCC) or other authorized representative of SCC, remove any such products from conference premises.*

Suffolk County Celiacs Gluten Free Fair and Fundraiser Exhibitor Agreement

In consideration of the mutual covenants contained herein, Suffolk County Celiacs, Branch of the Gluten Intolerance Group, (hereinafter referred to as “SCC”) does hereby enter into this Agreement with the undersigned (hereinafter referred to as the “Exhibitor”). Exhibitor does hereby lease from SCC exhibit space and purchase services at the **Gluten Free Fair and Fundraiser** subject to the terms of this SCC Fair Exhibitor Agreement. The SCC Fair Steering Committee shall have sole authority to interpret and enforce all rules and regulations contained herein and to make any amendments thereto as shall be necessary for the orderly conduct of the Fair. Amendments and all subsequent correspondence shall be binding on Exhibitors equally with all rules and regulations. Any and all matters or questions not specifically covered by the following shall be subject solely to the decisions of the SCC Steering Committee. The Exhibitor agrees to accept and abide by such decisions. Any Exhibitor violating the rules and regulations shall be subject to immediate expulsion, immediate removal of any and all unauthorized materials on site, and forfeiture of the right to exhibit in subsequent years. No refunds will be granted.

Exhibit Types: Exhibits shall be restricted to information, services or products beneficial to the celiac community. Interpretation of this restriction is the sole prerogative of SCC.

Exhibit Fees: The Exhibitor agrees to reserve an exhibit space from SCC as detailed in the 2009 Exhibitor Participation Packet cover letter and PARTICIPATION FORM for Exhibitors/Donations. An exhibit space includes: an 6 ft x 30 in. skirted table and two chairs. Additional exhibit space will only be provided if space allows. Exhibitors should indicate on registration form if additional space is requested. Electrical power is available for a nominal additional charge. The following cooking equipment is allowed

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in the Exhibit Hall: waffle irons, toaster ovens, pizza cookers, convection ovens, microwaves, hot boxes, heat lamps.

Registration Requirements: Exhibitor agrees to provide SCC with a completed registration packet including all of the following:

1. A completed participation form and registration fee paid in full
2. A complete listing of the exhibit personnel
3. A complete listing of products (including specific ingredients) and materials to be displayed or provided at exhibit table*
4. a sample of the order form that will be available to Fair attendees
5. a copy of company's Certificate of Liability Insurance.

Please note: Exhibit space will not be reserved unless all items have been submitted.

*All exhibits, products and display materials are subject to approval. SCC staff will provide written authorization after review by the SCC Steering Committee/Fair Coordinator. Notification of any deviation from approved plan must be provided to the SCC Steering Committee by close of business day, Friday, August 6, 2010. SCC retains the right to exclude or require modification of any display or demonstration that, at the discretion of the Fair Steering Committee, is considered unsuitable to the character of the Fair or the restrictions of the IBEW Hall and commonly understood union policies which apply within the state of New York. All decisions enunciated by the Fair Coordinator are final.

Codes and Agreements: The Exhibitor assumes full responsibility for compliance with local, state and federal laws relating to fire protection, safety and health regulations, utility and building codes, commerce, and all conditions that would differ from those approved by commonly held requirements of insurance carriers or the owners or managers of the facility, IBEW Hall in Hauppauge, New York.

Exhibit Location: Exhibit space will be assigned by SCC after a completed contract, required documentation, and payment in full have been received. No space can be reserved by telephone and no space will be held without full payment. Space assignment is based on several factors including date of receipt of contract and payment, previous participation and support of SCC endeavors, size of space required, grouping by type of Exhibitor, and special requirements. SCC reserves the right to make adjustments to the floor plan to meet the needs of its conference, its Exhibitors and its attendees. If changes are required, every effort will be made to provide space to the Exhibitor's satisfaction. Under no circumstances is an Exhibitor to initiate physical change of assignment area.

Exhibit Set-up and Removal: SCC will allow adequate time for exhibit set-up (Saturday, August 28, 2010 beginning 9:00 a.m. to 11:00 a.m..) and teardown/removal (Sunday, August 29, 2010 beginning 3:30 p.m. - 6:00 p.m.). Exhibitor shall indemnify and hold harmless the IBEW and SCC and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. Exhibits are expected to be

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available to attendees during all scheduled exhibitor hours. An additional fee of \$100 will be assessed for late arrivals or early departures.

Exhibit Space Regulations: All exhibits, demonstrations, and signage shall conform to the space allotments established by SCC and shall not restrict traffic or visual access to other exhibits. Materials, furniture and equipment may not be placed in aisles. All signage must have a professional look and may not be posted, taped or nailed to any part of the walls of the IBEW Hall. They can be hung on the back drape. Displays not in accordance with these regulations must be approved by SCC no less than thirty days prior to the opening day of the Fair. Center management and SCC Coordinator reserve the right to prohibit, without refund to the Exhibitor, the installation of unapproved, non-conforming exhibits. The IBEW does not allow the affixing of anything to walls, floors, or ceilings of rooms. Use of nails, staples or any other permanent substance is prohibited unless prior approval is given. Use of these items will result in a \$200 clean up fee. No confetti, glitter or candelabras are allowed.

Shipping and Delivery: Exhibitors should mark the appropriate line on the PARTICIPATION FORM for Exhibitors/Donations if sending product/materials to the SCC Fair. At a later date, SCC will need to know:

- (1) Anticipated arrival date
- (2) Number of boxes and approximate weight to be shipped.

Specific shipping instructions will be sent by SCC at a later date.

New York State Sales Tax: In Hauppauge New York, a 8.625% state sales tax is required on most retail sales. We suggest that you download publications PUB880, and PUB750. Necessary tax registration and forms are the responsibility of the Exhibitor and can be obtained from the New York State Department of Taxation and Finance at <http://www.nystax.gov/>. Exhibitors will be responsible to collect and return to New York State Department of Taxation and Finance the required sales taxes.

Food and Beverages: Exhibitors must provide to SCC as well as have available in their display/exhibit, a full list of the ingredients for all products served and/or sold in their exhibit.

Audio/Visual Equipment: None is allowed.

Retention of Property Ownership: All materials and equipment furnished by SCC or the IBEW Hall shall remain their property and shall be removed by their personnel after close of the conference.

Assignment of Sublease: The Exhibitor will not sublet exhibit space or equipment provided by the Fair, nor assign food products or print materials from other companies to its area or the confines of the Fair premises without written notice to and approval from SCC Steering Committee no later than **Friday, August 6, 2010**. Any Exhibitor on site during the Fair engaged in sales or promotion of any kind without the specific,

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written authorization of SCC will be considered to be trespassing and subject to immediate and public expulsion with forfeiture of any and all unauthorized materials on site and forfeiture of right to exhibit in subsequent years. No refunds will be granted.

Cancellation of Agreement: Exhibitors have the right to cancel their exhibit space contract at any time by written notice to SCC. A refund of the Exhibitor fee will be issued if a written request to cancel is received on or before **July 1, 2010**. No refunds will be issued after that date. Under all circumstances, SCC reserves the right to re-sell any exhibit space cancelled by the exhibitor.

Unoccupied Space: Should any space be forfeited due to a breach of terms of this contract, SCC reserves the right to assign said space to another Exhibitor or use said space in any other manner. This provision shall not be construed as affecting the Exhibitor's obligations to pay the full amount specified in the contract for space rental, or in any way give to the Exhibitor a right of off-set.

Liability: This Agreement does not constitute a partnership, employer-employee relationship, joint venture or agency between SCC and the Exhibitor. The Exhibitor agrees to indemnify, hold harmless and defend SCC, its officers, agents, employees and volunteers; the Fair attendees; other Exhibitors; and participants from any liability, loss, damage, cost or expense arising directly or indirectly from an intentional or negligent act or omission or security breach by the Exhibitor or its employees or agents. The Exhibitor agrees that SCC, its officers, agents, employees and volunteers, and the IBEW Hall facility will not be responsible for damage, loss, or destruction of any property of the Exhibitor or injury to the Exhibitor or their representative, agency, employees, members or invitees. The Exhibitor hereby assumes the entire responsibility and hereby agrees to protect, defend, indemnify and hold the IBEW Hall, its owners, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors and agents harmless against all claims, losses, or damages to persons or property, governmental charges of fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Center and its employees and agents.

Liability Insurance: Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. The policy shall reflect the following:

1. SCC and the IBEW Hall, Hauppauge, New York named as additional insureds.
2. SCC and the IBEW Hall, Hauppauge, New York, New York named as additional loss payees.

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The Exhibitor shall furnish proof of such insurance to SCC. In addition, the Exhibitor acknowledges that the IBEW Hall, its owners nor its operators maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

Cancellation Because of Damage to IBEW Hall: In the event that the Hall is damaged or destroyed by fire, the elements, or any other cause; or if circumstances beyond SCC's control make it impossible to conduct the Fair, then SCC shall not be liable further to perform under this contract and reserves the right to cancel the Fair. In such event, the exhibitor shall be reimbursed up to fifty percent of the total payments made to the date of the cancellation.

I have read, understand and agree to the SCC Gluten Free Vendor Fair and Fundraiser Policy Statement and Exhibitor Agreement. (Please retain a copy of this document for your reference and return a copy of this signature page to SCC)

Authorized Signature: _____ **Date:** _____

Representing: _____

Please send all forms and checks to:

Suffolk County Celiacs
P.O. Box 13
Kings Park, NY 11754-0013