



# 2010 Springfield Motorcycle Show

The Springfield Motorcycle Show W. Springfield, MA Jan. 15 -17, 2010

Number of Booths, or Bulk Square Ft. \*(min.400 sq.ft.)

Show Pricing Booth \$360 (10' x 10') \$335 ea. additional booth ~ Bulk Space \$2.25 Per sq. ft. Bulk Space Min. 400 sq. ft. Booth Price Includes: Backdrop, Siderails, Exhibitor Sign and one 115v outlet ~ Bulk Space includes: one 115v outlet

Booth assignments are contingent on prompt return of contract with deposit.

\*Time is of the essence with all deposits and payments as outlined herein. \* All exhibitors must send copy of insurance certificate.

To pay by credit card: \_\_\_ VISA \_\_\_ MC \_\_\_ AMEX Card #: \_\_\_\_\_

Exp. date: \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

Deposit and payment schedule: \$250 on each booth due November 1, 2009, with this contract to reserve your space priority in show. \$200 per booth and 50% bulk space payment due December 1, 2009 and balance due January 1, 2010. Please make checks payable to OSEG.

For further information contact:

OSEG Office
Phone (413) 467-2171 \* FAX (413) 467-2174
E-Mail: dougoseg@gogtt.net
Web Site: www.osegshows.com

Mail Contract To:

OSEG
P.O. Box 207
Granby, MA 01033

We agree to pay for said exhibit space based on the rates stated at the top of this page. We will remit the rental due on receipt of invoice and advice of space assigned. If payment is not so received by the Show Management as stated in the contract conditions, the space may be re-offered to others.

We fully understand that this form shall become a binding contract upon acceptance of assigned space by the applicant. Exhibit space shall be assigned by Show Management in the best interests of Show as a whole. Exhibitor agrees to accept relocation if it becomes necessary or advisable in the sole judgment of Management. No exhibitor shall assign, sublet, or apportion the whole or any part of his assigned space unless written permission is given by Show Management. No person, firm, or organization not assigned exhibit space shall be permitted to exhibit or solicit any business within any area occupied by any part of the Show.

SHOW HOURS- Friday , Jan. 15, 5-9 Saturday, Jan. 16, 10-7 Sunday, Jan. 17, 10-5

CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS CONTRACT

\*\*\* Avoid Contract Return - Fill In Completely!\*\*\*

Fed. Tax ID# \_\_\_\_\_ MA TAX # \_\_\_\_\_

FIRM NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Your Company Contact at Show \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

DATE \_\_\_\_\_ E-Mail \_\_\_\_\_ Web Site \_\_\_\_\_

\*IMPORTANT: List your Products, Services, Location, Bike Line, etc... Failure to fill this section completely will result in Contract rejection or show removal. Exhibitor is limited to products or services listed and accepted by OSEG:

SIGNATURE \_\_\_\_\_

PRINTNAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATOR AGREES TO CONVEY ALL RULES SUBSEQUENTLY TO THE PARTIES RESPONSIBLE FOR INSTALLING AND MAINTAINING THE EXHIBIT. I HAVE READ ALL THE TERMS OF THE CONTRACT ON BOTH SIDES OF THIS CONTRACT.

Failure to fill out the above accurately or completely could lead to refusal of your contract, or expulsion from show. \*PLEASE RETURN BOTH COPIES\*

### \*OSEG USE ONLY\*

Table with 2 columns and 4 rows for Location, Size/Cost, Deposit, Balance, and Date.

Notes: \_\_\_\_\_

# 2010 Springfield Motorcycle Show

## Contract Conditions

1. The conditions set forth herein and conditions set forth in the Exhibitors Manual constitute the entire agreement between the parties and, except as contained herein, there are no representations or warranties, expressed or implied. Any changes in this agreement must be in writing and signed by both parties. Show Management reserves the right to render all interpretations and to establish further conditions as may be deemed necessary for the general success of the Show.

2. Only exhibitors and exhibits pertaining to motorcycles, motorcycle life-styles and related sports products/ services, will be allowed to rent space at this Show. \*Show Management reserves the right to decline, prohibit or expel any exhibit which in its judgement is out of keeping with the theme, character, and general well-being of the Show, this reservation being all inclusive as to person, companies, things, printed matter, product, conduct, etc.

3. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's display or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. No exhibitor shall so arrange his exhibit as to obscure or prejudice adjacent exhibitors in the opinion of Show Management. Special exceptions are given for displays that must conform to setups that require other than traditional booth design. Displayed items shall be on tables, racks, display boards or in kiosks, no strewn items on the show floor! No exhibitor shall assign or sublet any part of his assigned space.

4. The **selling of chances** during the Show is allowed by *nonprofit exhibitors only* and **must be approved** by OSEG and comply with all state, town or local codes and laws. Other exhibitors are encouraged to offer a free door prize or prizes of their product or service to Show patrons wishing to register at the exhibitor's booth. Nonprofit organizations may sell chances under approval of show management, memberships and/or one noncompetitive product that is not available through retail selling booths, i.e.: hat or tee shirt with nonprofit group's name and logo. Promotional items with the name and/ or logo of the exhibitor may also be given away at no cost.

5. **Adult content**, products must be out of view from the general public. This includes language, printed or audio, vulgarities and blasphemous, and visual nudity that is not allowed in public places in the state of Massachusetts. We recommend that a separate "Adult Viewing Area" be set up for display of those products and displays that are deemed to be adult by the state's laws and in the opinion of the show management. Please contact us if you need clarification on this.

6. Tattoo vendors must comply with all local health and Massachusetts state codes as to the handling and application of tattoos. A "sharps" container must be supplied by vendor and must be removed and disposed of in the legal and proper manner. Any sharps container must have the vendor's name on it written with indelible marker. Tattoos located on body areas that are questionable for viewing by the general public must comply with Adult Content rules as in the preceding paragraph (5).

7. No unpackaged food or food demonstrations are allowed without the proper clearance from show and/or exhibit hall management. Exhibitors must have permits required from necessary state and local government agencies.

8. Exhibitors shall be bound by all pertinent laws, codes, and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the Show is held.

9. Massachusetts taxes must be collected by all retail exhibitors. Retail

exhibitors must obtain and display the proper Massachusetts Seller Permit in their booth. MA sales tax form TA-1, MA Dept. of Revenue, 413-784-1000 ext. 20314, or, on-line at **mass.gov** and register as a new business.

10. Refund Policy: Please note - all deposits are nonrefundable.

11. There is a \$50. charge on all checks received with insufficient funds. Issuer must also pay any fees or fines associated with checks with insufficient funds.

12. Exhibitors **MUST** carry their own insurance. The Show Management is not responsible for the safety of the properties of the exhibitor, its officers, agents, or employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless the sponsor, show management, their managements, agents, members, and employees from any and all liability resulting from injuries or damage to the exhibitors, their agents, employees, and attendees, persons and/or properties in connection with the exhibitor's use of the exhibit space. The Show provides Security Guards. However, attention is called to the necessity for insurance covering all risks (liability, fire, theft, damage, etc.) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the exhibition.

13. It is agreed that if the exhibitor fails to comply in any respect with the terms of this agreement, the Show Management shall have the right without notice to the exhibitor, to sell or offer for sale the exhibit space covered by this contract; said exhibitor to be liable for any deficiency, loss or damage suffered by the Show by reason of the premises stated, which loss or damage the exhibitor agrees to pay the Show upon demand, together with reasonable expenses and costs incurred by reason thereof. It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof and that, should the Show be unable to effect the sale of the space as herein provided, the Show Management is then expressly authorized to occupy or cause said space to be occupied in such manner that it may deem to be in the best interests of the Show, without any rebate or allowance whatsoever to the original exhibitor.

14. Exhibitor agrees that whenever an attorney is retained by show management, to represent the interest of show management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payments due, contract view differences, participation difficulties, suits arising from exhibitors display from the negligent or intentional act of the exhibitor, or any other legal action, including arbitration and mediation hearings, hereunder, all attorney and court fees (both management and exhibitor's) shall be payable by the exhibitor.

15. Sponsor or Show Management will not be liable for the fulfillment of this contract as to the delivery of exhibit space if nondelivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or resurrections, strikes, the authority of the law, postponement or cancellation of the Show, or for any other cause beyond their control. It will, however, in the event of its not being able to hold a show for any of the above named reasons, reimburse exhibitors on a prorated basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operation costs, etc.

16. This Agreement shall be governed by the laws of state of Massachusetts.

17. Show Management shall have the full power in the interpretation and enforcement of all rules and regulations contained herein and the power to make such amendments thereto, and such further rules and regulations as it shall consider necessary for the proper conduct and success of the Show.

I, the undersigned, have read, understood & agree to all terms & conditions of this contract as stated above and on front side.

Exhibitor Name: \_\_\_\_\_ Approved By: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_