**2023 WILDWOOD FISHING & BOATING EXPO**

**JANUARY 7TH & 8TH, 2023**

****

**2023 Vendor Booth Agreement Rules & Regulations**

This agreement made and entered between *3 Girls Skirts LLC* and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

An independent retail vendor whose mailing address and telephone number are:

**Vendor Name**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor Address**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor Contact Number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor Email**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The purpose of this agreement is to set forth the terms and conditions whereby the Vendor is authorized by 3 Girls Skirts LLC to operate a Business Booth for the purpose of promoting and/or selling represented products under the following terms and condition**:**

1. **Hours** – The Exhibit booths will be open for business:

**Saturday January 7, 2023** from the hours of 0900-1700

**Sunday January 8, 2023** from the hours of 0900-1400

2. **Set-up**

**Set-up**:

**Friday January 6, 2023** from 1000-2000hrs

**Saturday January 7, 2023** from 0630-0845

All vendors will report to rear loading area, get checked in and WCC staff will assist in transferring goods to designated booth. Vendor will then move vehicle from rear loading area to front side parking area. Loading through the front door is only possible if vendor can carry items in by hand.

**Tear Down**

**Sunday January 8, 2023,** from 1400-1800hrs

**Any large display items can be left on site until Monday January 9, 2023**

**No wheeled carriers of any type are permitted through the front entrance.**

3. **Represented Products** – Only the product (s) specified below will be allowed to be represented and/or sold at your booth during the festival. No changes may be made without prior consent of the Event Director.

 **Products Sold Description:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. **Termination Rights** – 3 Girls Skirts LLC reserves the right to terminate the operation of the Vendor at any time during the event for any of the following reasons:

A. A professional manner is not maintained by the Vendor and its employees.

B. Vendor or its employees behave in a manner that could be construed as racist or discriminatory towards any patron of the event.

C. Vendor or its employees commit any act detrimental to the purpose of the event.

D. Vendor or its employees fail to cooperate with event management staff.

5. **Taxes** – Vendor shall be responsible for the collection and payment of any tax upon the gross receipts as required by state and local retail tax laws.

6**. Booth Pricing & Payment Terms; See Attachment A**

.

**Terms & Conditions:**

1. 10x10 pop-up tents are permitted provided the membrane cover is fire rated in the UL listing, however it is not permissible to piggy back two 10x10’s together under the NJ State Fire Code.

2. Exhibits shall not display, sell, or dispense any items with offensive and/or drug related paraphernalia. The display, sale, or dispensing of these or any other items

will result in the removal of vendor.

2A. Due to WCC rules there is no outside food permitted nor is any ready to eat food permitted to be sold. Ready to eat food is defined as anything that can be eaten on site without preparation, utensils or anything that can be consumed on site.

3. Exhibitor must check in with the 3 Girls Skirts LLC designated official on duty before setting up.

4. Security will be the responsibility of the event center. 3 Girls Skirts LLC., will not be responsible for damages to a vendors exhibit for any reason.

5. Exhibitor will be responsible for any trash in his/her area. Trash cans will be placed throughout the area and may be used by the vendors.

6. Exhibitors shall not transfer or sublet the space or any part thereof or permit the same to be used by any other person without the written consent of the event staff.

7. Exhibitor will indemnify and hold 3 Girls Skirts LLC and Designated Event Center harmless from all costs, losses, damages, or expenses including expense of litigation and attorney’s fees, resulting from any person or property arising out of any act

of omission of vendor of his employees or other representatives. 3 Girls Skirts LLC, its officers, agents, or members shall not be held responsible for any loss or damage due to theft, fire, accident, or other cause but will use reasonable care to protect the

Vendor from such loss.

8. Exhibit spaces shall not be reserved until payment is received. Spaces are on a first come first serve basis

9. Any signage or banners will be hung by WCC Staff. Vendor is to leave signage or banner laying over top of display, this tells WCC that signage/banner is to be hung.

10. Proof of Insurance. All vendors will have upon request proof of event insurance.

**Exhibit Booth Rules:** Booth assignments are made by 3 Girls Skirts LLC staff based on operational and space requirements of the event. Vendors must be checked in and materials placed in the assigned booth space during the designated set up time.

Booth spaces are for individual vendors and may not be shared.

**No Paid Raffles of any kind without a NJ Raffle License number, free giveaways are permissible**

**Please see Attached Additional Rules and Terms**

Entered into on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 between *3 Girls Skirts LLC*, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor Representative Name & Title**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor Representative Signature Date**

\_\_Gerard Vessels, Promoter\_\_\_\_\_

**3 Girls Skirts LLC Representative Name & Title**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

**3 Girls Skirts LLC Representative Signature Date**

**3 Girls Skirts Contact Information:**

**212 West Glenwood Ave**

**Wildwood, NJ 08260**

**Wildwoodfishingboatingexpo@gmail.com**

**609-377-1617**

**Gerry**

**2023 Wildwood Fishing & Boating**

 **Expo Booth Pricing Guide**

**Attachment A: Vendor Pricing**

1. **All standard vendor booths are 10x10. See Attached Diagram**
2. **Exhibits are on a 1st come, 1st served basis. No exhibit booth will be reserved until a 50% deposit is received.**
3. **Corner Booth $300**
4. **A standard booth is $250 a deposit of 50% is required to hold your space. Balance is due by September 1, 2023. No refunds will be given if vendor cancels, for any reason within 30 days of event. All refunds are subject to $35 administrative fee.**
5. **All Booths booked September 1, 2023 or later, must be paid in full at time of booking**
6. **All Booths will come with 1 table and 2 chairs. Additional table rental fee for a 6’ table is $10**
7. **Electric hook up is $50. Electric is 1 standard 20amp outlet, extension cords may be used.**
8. **Any other request, rates will be as set by WCC.**
9. **Convenience charge of 3.5% will be assessed for all Credit Card transactions**

Number of booths \_\_\_\_\_\_$250 =

Corner booth \_\_\_\_\_\_\_$300= \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6’ tables needed \_\_\_\_\_\_\_\_\_ x$10 = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electric hook up $50 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(WCC contracted rate for 2023)

Additional as discussed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(all additional pricing is set forth

by WCC)

Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please make checks payable to:**

**3 Girls Skirts LLC**

**212 West Glenwood Ave**

**Wildwood, NJ 08260**

**Or Call 609-377-1617**

**For Credit Card payment**

Wildwood Fishing & Boating Expo Terms and Rules

 1. ADMISSIBLE EXHIBITS a) Exhibitor agrees to display only new, unused current-model-year boats and marine related products. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show. b) WWFBE reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any product, merchandise, signage or display material other than that specified in this application. c) Exhibitor agrees that WWFBE may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature. d) Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and consent decree or other mandatory requirements, including any applicable safety standards that may be issued by the Consumer Product Safety Commission (CPSC), and the emission regulations issued by the U.S. Environmental Protection Agency (EPA). 2. CANCELLATIONS, CUTBACKS, and SPACE CHANGES a) Should the Exhibitor wish to cancel this contract, the Exhibitor must contact WWFBE and notice of the cutback or cancellation must be confirmed by WWFCE. A contract cancellation penalty representing all or a portion of the total contract price. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a check for this shortfall to WWFBE once the cancellation or cutback has been confirmed. b) For all Exhibitors requesting a space reduction, WWFBE reserves the right to relocate the exhibit or reconfigure it as determined by WWFBE. In the event that show space must be reallocated after contracts have been accepted and signed, WWFBE has the right to relocate the Exhibitor’s space. C) WWFBE reserves the right to fill all available space within the main exhibit hall of the venue. 3. SUBLEASING - Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show. 4. SALE OF MERCHANDISE - WWFBE reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes. 5. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES a) Exhibitor releases WWFBE, its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor’ s participation in the event, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto. b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Wildwoods Convention Center, 3 Girls Skirts LLC, and their managers contractors, directors, officers, employees, agents and members, and each of them (“Indemnities”), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney’s fees, costs of litigation, and all other costs, expenses and charges, which Indemnities incur or may incur for any reason resulting from, relating to or arising out of Exhibitor’s participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor’s contractors, or any of them, of an y representation or covenant set forth herein; (iii) any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, WWFBE or their respective employees or contractors. c) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than the State of Illinois to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and the parties to this. agreement. 6. ACTS OF GOD WWFBE shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control,(including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or infectious disease); except that i f such events prevent Exhibitor's show space being made available to Exhibitor, WWFBE shall return to Exhibitor payments made by Exhibitor after deducting there-from a pro-rata share of expenses incurred in connection with said Show.

7. INSURANCE a) WWFBE shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of WWFBE or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by WWFBE for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance: i) Worker's compensation and employer's liability insurance covering its employees in the state of NJ, in accordance with the statutes, rules and regulations promulgated by that state's governing authorities. ii) Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than $1,000,000 and endorsed with Wildwood Fishing & Boating Expo and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured’s. iii) Exhibitors using owned, leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to WWFBE no later than 30 days before the scheduled move-in date for the show. c) The Exhibitor understands that neither the Wildwoods Convention Center nor the Wildwood Fishing & Boating Expo maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters. 8. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, service mark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless WWFBE and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys’ fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music. 9. RULES AND REGULATIONS a) WWFBE shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect to the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another company’s booth, or in violation of any applicable WWFBE terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, state, municipal and local, which affect the show space. Exhibitor’s failure to comply with such laws, terms, rules and regulations shall entitle WWFBE to terminate WWFBE’s obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor’s space. WWFBE’s decision on all such matters shall be final. b) Exhibitor’s advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse WWFBE intellect property (ii) Exhibitor’s activities, including Exhibitor’s using, without permission, the WWFBE Marks on websites or in domain names, met tags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of WWFBE with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from WWFBE show website and to Exhibitor’s website. WWFBE reserves the right to cancel Exhibitor’s space, WWFBE’s decision on all such matters shall be final. c) No failure by WWFBE to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that WWFBE may have under this Agreement shall impair any right, power or remedy that WWFBE may have under this Agreement. d)Exhibitor agrees that it shall at all times comply with all applicable laws of the United States of America