

# Norwalk Seaport Association

## 40th ANNUAL OYSTER FESTIVAL at Veteran's Park in Norwalk, CT

Friday, September 8 from 6 PM – 11 PM  
Saturday, September 9 from 11 AM – 11 PM  
Sunday, September 10 from 11 AM – 8 PM

### Application/Contract for Merchandising Space in New England Village

Please PRINT or TYPE the following. Illegible applications will be returned.

Organization \_\_\_\_\_

Primary Contact/Title \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ (Fax) \_\_\_\_\_

Name of person who will be on-site representative: \_\_\_\_\_

Connecticut Sales Tax Number \_\_\_\_\_ (required for participation)

Fully describe ALL product(s) you wish to sell (an attached photo of products or an attached separate description is required)

Check one:

\_\_\_\_\_ A Certificate of Insurance is enclosed. (Due no later than by August 1, 2017)

\_\_\_\_\_ We do not have General Liability insurance and our check for \$115.00 is enclosed.

#### ELECTRICAL AVAILABLE – 20 AMP DUPLEX OUTLET - \$95.00 EACH

Does Exhibitor require electricity? ELECTRICAL AVAILABLE – 20 AMP DUPLEX OUTLET - \$95.00 EACH

No  Yes List items you will be using that requires electricity (i.e., TV, VCR):

**Are you requesting to have a promotional vehicle on the field with your booth?**

NO  Yes Number of vehicles requesting placement on field \_\_\_\_\_

If yes, also indicate type and size of vehicle. \_\_\_\_\_

*\*Promotional Vehicles are permitted at the discretion of Management and are subject to placement and an additional fee.*

**NOTE:** There must be one named primary contact responsible for coordinating and supervising your organization's setup, staff and tear down.

Subject to the Terms and Conditions and subsequent provisions and upon acceptance of this application by the Norwalk Seaport Association, Inc., hereinafter referred to as **Management**, the undersigned, hereinafter referred to as **Exhibitor**, agrees to lease from Management exhibition space for the duration of the 2017 Oyster Festival.

**Exhibitor wishes to contract for \_\_\_\_\_ (number) exhibition space(s)** from Management, and certifies that he/she is authorized to sign this application on behalf of the above named organization. Upon acceptance in writing by Management this agreement shall become a binding and enforceable contract between the parties. Violation of any of the terms of this agreement may result in: restriction, removal and/or, disqualification from future participation.

Exhibitor must provide evidence of carrying General Liability Insurance in an amount not less than \$1 million and including Workers' Compensation. Exhibitor agrees to protect and hold harmless Management and the City of Norwalk against any and all claims for loss, injury, or damage to person, persons (including Exhibitor and its employees, agents or guests) or property arising out of activities of Exhibitor, its agents, subcontractors, employees or guests, to defend the Management and the City of Norwalk against any and all such claims and to reimburse and indemnify Management and the City of Norwalk for any loss, damage, expense or payment suffered thereby. **Exhibitor is required to provide a Certificate of Insurance to Management. ("City of Norwalk" and "Norwalk Seaport Association, Inc." must be named, specifically, as additional insured on the Certificate of Insurance).** If Exhibitor cannot provide a Certificate of Insurance as described, a fee of **\$115.00 (which includes the \$100.00 insurance fee and a \$15.00 processing fee)** must accompany this application to add Exhibitor to the policy of the festival. As part of the festival policy, a separate Certificate of Insurance is not issued.

# Terms and Conditions

## 2017 SCHEDULE

FESTIVAL FRIDAY, SATURDAY & SUNDAY SEPT 8 - 10, 2017

Participation is **MANDATORY DURING THE FESTIVAL! ALL EXHIBITS MUST BE COMPLETELY STAFFED AND OPERATING DURING THE FULL HOURS AND DATES OF THE FESTIVAL AS FOLLOWS:**

Friday	September	8, 2017	6 PM – 11 PM
Saturday	September	9, 2017	11 AM – 11 PM
Sunday	September	10, 2017	11 AM – 8 PM

### **SET-UP**

Exhibitor will be able to set up its booth as follows and agrees to be fully set up and manned by the conclusion of the set up period.

Wednesday by appointment and Thursday from 5 – 7 PM  
Friday 10:00 AM to 3:00 PM

## EXHIBITION SPACE AND LOCATION

The contract space shall be used only and solely by Exhibitor named herein and Exhibitor shall not assign or sublet any portion of said space without the written consent of Management. Exhibitor agrees to conduct all activities within the confines of the assigned booth space and/or individual tent. No solicitation activities are permitted outside of Exhibitor booth and/or individual tent. Further, Exhibitor agrees to restrict the volume level of electronic devices such as televisions, stereo or other amplification equipment and personnel (no yelling) so as not to interfere with other participants.

Management agrees to supply Exhibitor with exhibit space of not less than ten (10) feet in frontage and ten (10) feet in depth, for which Exhibitor agrees to pay Management a rental fee of \$800.00 for one space and \$750.00 for each additional space. Although we welcome your input or preference, Management shall determine the location of each exhibit space. Management will provide the following: 10' x 10' tent space or tent(s), 2 tables, two (2) chairs, electrical hookup (**an additional fee of \$95 for electrical will be added**), available storage area and removal of trash and recyclable materials.

Exhibitor is responsible for obtaining all permits required by the Norwalk Health Department for food items and the Norwalk Fire Department (proof of fire retardant for materials in display area). Exhibitor is reminded that the Oyster Festival is an outdoor event. All exhibits and/or displays should be produced subject to weather conditions.

## FEE AND PAYMENT

The Full \$800 booth fee (or the cost of multiple booth space) must accompany this application/contract and be received by June 1, 2017. Exhibit space is limited and acceptance is at Management's sole discretion. **Please make checks payable to: Norwalk Seaport Association, Inc.**

It is understood that cashing of Exhibitor's Fee check in no way implies acceptance as an Exhibitor. **If the application is rejected for any reason**, management will either return Exhibitor's check or issue a refund on Management's account. In the event of removal for cause from the event for any reason, the Exhibitor shall not be entitled to any refund. **Again, Space is limited to first-come-first-serve. A deposit does NOT hold your space - Full payment only!**

## ORIENTATION MEETING

An orientation meeting is held prior to the event. It is highly recommended that either the named Primary Contact or a designated representative be present at the meeting prior to the festival. The meeting will be held in the office of the Norwalk Seaport Association, Inc. and will be determined at a later date. You will be notified in advance. Final confirmation of booth location cannot be made until seven (7) days prior to the event.

## CANCELLATION/RAIN/REFUNDS

There is no rain date and rental fees are not refundable. If Exhibitor cancels after July 1, 2017 management reserves the right to reject exhibitors application and retain any and previous payments.

## ELECTRICAL CHARGES – 20 AMP DUPLEX - \$95.00 EACH

If needed, the exhibitor may purchase electrical service for use in their space. Exhibitors may not run wires to other booths. Extension cords and surge protectors are permitted within the booth space. Electrical code regulations are enforced by the Norwalk Fire Marshal office.

## TERMS AND CONDITIONS - continued

### EQUIPMENT REMOVAL AND CLEAN UP

All Exhibitors are responsible for the day-to-day cleanup of trash in their area as well as the area immediately around their booth. Exhibitor agrees to remove all equipment, personal possessions and refuse from their exhibit area by 5:00 PM on Monday, September 11, 2017. A cleanup fee of \$500 will be assessed if property is not removed by the aforementioned time/date. **Exhibitor is expected to use appropriate dumpsters (corrugate, trash, etc.) provided for the New England Village area.** NSA will not be responsible for loss and/or damage to any merchandise left on premises. All vehicles must be off the field by 9:00 AM on Saturday unless designated by management as a display vehicle.

### PARKING

Parking is permitted in **designated areas only**. Admission to the field and designated parking areas is by **permit only**. Exhibitor will receive a **limited** number of permits for designated areas, which are transferable only within its organization for successive shifts. Carpooling or use of the Oyster Festival Shuttle Bus is strongly recommended. Permits will be issued as part of the information package to be distributed at an orientation meeting, and/or distributed at 12:00 Noon on the opening day of the event. Driving any motor vehicle, other than display vehicles, on the field to set up or during the festival is prohibited.

### RESTRICTIONS

**1. Management reserves the rights to:**

- a) Exclude or reject any applicant(s) that, at Management's sole discretion, are deemed inconsistent with the family atmosphere of the Festival, and/or unprofessional in appearance, and/or incompatible with other Exhibitors.
- b) Restrict or remove, without a refund, exhibits that have been falsely entered or are deemed by Management unsuitable or objectionable.
- c) Restrict or remove, without a refund, exhibits that fail to control the volume level of personnel or equipment in their booth.

**2. No animals allowed in the New England Village area unless specified by Management.**

### NO IMPLIED ENDORSEMENT:

Acceptance into the 2017 Norwalk Seaport Association's Oyster Festival **New England Village** area does not indicate that Management or the City of Norwalk either supports or agrees with the activities or philosophies of any participant(s).

**EXHIBITOR:** \_\_\_\_\_ (Please Print)

Name \_\_\_\_\_ (Please Print)

Title & Date \_\_\_\_\_ (Please Print)

Signature \_\_\_\_\_

**MANAGEMENT:** Norwalk Seaport Association, Inc.

Name \_\_\_\_\_ (Please Print)

Title & Date \_\_\_\_\_ (Please Print)

Signature \_\_\_\_\_

Booth Space (10X10)	\$ 800.00
Additional Space	\$ _____ @ \$ 750.00 each
Electrical fee	\$ 95.00
Insurance Fee	\$ 115.00
<b>Total Fee</b>	<b>\$ _____</b>
<b><u>DUE JUNE 1, 2017</u></b>	

**Please return all pages of signed contract with booth fee to:**

Norwalk Seaport Association  
132 Water Street, Norwalk, CT 06854  
Visit us at [www.seaport.org](http://www.seaport.org)