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## Contract for The Boston Collective Show: Fall 2018

This agreement made on or about October 2, 2017 between the Northeast Men's Apparel Group, LLC, a Massachusetts Limited Liability Corporation having a place of business at 8 Columbia Avenue, Natick, MA (Herein after referred as NEMAG) acting through its duly authorized officers and the

**Exhibitor:** \_\_\_\_\_ (herein after referred to as **EXHIBITOR**) who, by his or her signature, affirms to be signatory of the company or agency or himself or herself, to enter into this contract. Whereas NEMAG shall provide a Trade Show in which the EXHIBITOR may display merchandise or apparel brands (hereafter referred to as LINES) to wholesale customers who are owners, buyers and management of men's apparel stores and outdoor stores, catalog houses, resort stores, green grass stores throughout the Northeast and New York state. For consideration of Fees and charges referred to in article 2. NEMAG shall provide to the EXHIBITOR booth space at the trade show to display LINES.

ARTICLE 1: GENERAL DATA: NEMAG shall provide a Trade Show for EXHIBITORS at the **Boxboro Regency Hotel and Conference Center** 242 Adams Place, Boxborough, Massachusetts, 01719.

1. **Set up day/date:** Saturday, February 24, 2018 between the hours of 1:00 PM to 6:00 PM. The show area will be closed and locked after 6:00 PM
2. **Show Dates and Times:** Sunday, 9:00 AM to 6:00 PM, Monday, 8:30 AM to 6:00PM, Tuesday, 8:30 AM to 4:00 PM
3. **Break Down, Clean Up and Move Out:** Tuesday, between the hours of 4:00 PM and 6:00 PM
4. The following form is EXHIBITOR'S business information, which will be listed on the NEMAG database, posted on the Internet website listed at [www.bostoncollective.com](http://www.bostoncollective.com) and posted in the trade show catalog.

Name of Exhibitor	
Address:	
City, State, Area Code:	
Phone:	
Fax:	
e-mail:	
Cell Phone:	

5. Below, list up to and not exceeding, six LINES that the EXHIBITOR will represent at the show. Only the first six lines on the contract will be listed a

LINE:	Description: (no more than 35 Characters per line)
1.	
2.	
3.	

4.	
5.	
6.	

- 6 All exhibit booths must remain open and Exhibitor must be present during the posted hours of the show. Further, all merchandise brought to the Show must remain in the booth until the assigned breakdown time. No samples may be removed without expressed approval of NEMAG.
- 7 NEMAG shall prepare a show catalog, for distribution at the show and as a mailing to past attendees and targeted retailers.
- 8 Exhibitor vehicles may not be driven into the Parade Room.
- 9 One application is required per Exhibitor, only Exhibitors will be listed in the show catalog and web site.

ARTICLE 2: FEES and CHARGES

- 1. Exhibitor shall identify himself or herself as either an Independent Salesman, or a Manufacturer, and shall list all persons that will be present in the booth.
- 2. **An Independent Salesman** is a person that is self-employed and does not earn a salary.  
**A Manufacturer** is a person working for salary and works solely for the company represented.
- 3. The Exhibitor is entitled to one lunch ticket per day, each additional person in the Exhibitor's booth is subject to a lunch fee of \$ 45.00.
- 4. The Exhibitor agrees to pay NEMAG the below fee based on Article 2.

<b>Each Booth is approximately 10' by 10'</b>	<b>Independent Salesman/ Agent Fee</b>	<b>Manufacturer Fee</b>	<b>Sub Total: Booth Space</b>
<b>SHOW FEE:</b>			
Single Booth	\$ 525.00	\$ 725.00	
Single & 1/2	\$ 785.00	\$ 1,085.00	
Double	\$ 1,050.00	\$ 1,450.00	
<b>LATE FEE</b> , is due on all applications received after October 30, 2017	<b>Add \$ 100.00</b>	<b>Add \$ 100.00</b>	
List names of <b>additional agents (individuals) other than the Exhibitor working in the booth. A lunch fee of \$ 45.00 applies to each individual.</b>			
<b>List names of additional people that will be working in the EXHIBITOR'S booth:</b>			<b>Sub Total: Additional Booth Personnel</b>
1. _____	Lunch fee of \$ 45.00 applies for each person listed.		
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
<b>Advertising in the Fall 2018 Catalog:</b> cost for each Black & White page is \$ 100.00, Full Color inside covers (front or back) \$ 250.00 Two page spread in black and white \$ 200.00 <b>Advertising due date: October 30, 2017</b>			<b>Sub Total: Advertising</b>
	\$ 100.00	\$ 100.00	
	\$ 250.00	\$ 250.00	
	\$ 200.00	\$ 200.00	
<b>Total:</b> Make Checks payable to the Northeast Men's Apparel Group, LLC <b>Mail checks, contracts and advertising to:</b> <b>The Northeast Men's Apparel Group, LLC, attention Phil Lewis</b> <b>8 Columbia Avenue, Natick, MA 01760</b>		<b>Total Due</b>	

5. Each booth (regardless of size) comes with one six-foot skirted table, four folding chairs and electrical service.
6. **Early breakdown is defined as the packing of any samples before 3:30 PM, or the removal on any sample from an Exhibitor's booth before 4:00 PM of the final day. An exhibitor that commits early break down will be fined \$ 100.00 for the first offence, and the fine will increase by \$ 100.00 for each additional incident.**
7. No racks are allowed in the show area after set up hours or before 4:00 PM on the last day. Fines must be paid before future trade show applications will be considered. All booths must remain as set up by NEMAG No booth swapping is allowed.
8. Signed contracts must be paid in full and in NEMAG's possession by October 30, 2017. After this date, a late fee of \$ 100.00 will apply.
9. No refunds will be given, under any circumstances, after November 15, 2017. Application fee is for payment for preparation and for NEMAG's financial commitments for EXHIBITOR'S participation in the show as outlined in this contract and not for the show itself.
10. NEMAG reserves the right to limit the number of booths contracted for per EXHIBITOR. In the instance that an EXHIBITOR is not granted space contracted for, a prompt refund for the difference in cost will be issued by NEMAG.

ARTICLE # 3: LIABILITY

1. EXHIBITOR shall be responsible for any losses or damage or harm caused due to Exhibitor's carelessness and negligence to any person, personal or real property of any other exhibitor, Boxboro Regency Hotel and Conference Center or NEMAG. This includes actions of the EXHIBITOR or his agents or employees.
2. The EXHIBITOR shall hold NEMAG harmless for any and all loss or damage caused by the EXHIBITOR, or by any loss or disappearance of samples of the Exhibitor.
3. Exhibitor covenants to indemnify and save harmless NEMAG from any and every claim, demand, right or cause of action of whatever kind or nature, for property damage and / or personal injury asserted against NEMAG by any person and / or entity arising from the carelessness and / or negligence and / or breach of any term or condition of this contract by this Exhibitor and / or it's Agent (s) and / or contract by this Exhibitor and / or it's Agent (s) and / or employee (s) during the term of this contract.
4. In the event of cancellation of the show by NEMAG, EXHIBITOR shall be refunded 50% of all money paid under this contract. Upon payment of said refund, said refund shall represent liquidated damages under the contract and shall preclude EXHIBITOR from any other remedy against NEMAG in law or equity. The EXHIBITOR shall hold NEMAG harmless of any and all damages incurred to EXHIBITOR as a result of the show's cancellation.
5. ENTIRE CONTRACT: This Contract shall constitute the entire agreement between the parties hereto with respect to the subject matter and supersedes all understandings of any nature whatsoever. This Contract may be changed only by a written instrument duly executed by all of the parties here to.
6. GOVERNING LAW: This contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
7. COUNTERPARTS: This Contract may be executed in one or more Counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF NEMAG and EXHIBITOR have caused this Contract to be duly executed by persons hereunto duly authorized as of the date of this Contract.

NEMAG: Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBITOR: Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBITOR: Print Name: \_\_\_\_\_