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**The Waterfront Pop-Up
An Artisan Marketplace
September 17, 18, 19th**

Exhibitor Reservation Form

Waterfront Pop-Up Location
Nelson Park
Plymouth, MA 02360

Please review the information below carefully and contact the PACC with any questions regarding the **2020 Waterfront Pop-Up**. Please make sure to complete all pages of the **Exhibitor Reservation Form**. Incomplete forms will not be processed.

*** DIRECTIONS ***

This form must be completed and **mailed, emailed, or faxed** to the PACC's attention by:
September 10, 2020.

Payment IN FULL must be made at time of reservation (no exceptions).

Waterfront Pop-Up Dates & Times:

Thursday, September 17 from 3:00p.m-7:00p.m
Friday, September 18 from 3:00p.m-7:00p.m
Saturday, September 19 from 9:00a.m-2:00p.m

EXHIBITOR INFORMATION

Contact Name: _____
Company Name: _____
Mailing Address: _____ City: _____
ST: _____ Zip: _____ Phone: _____
Email: _____ Website: _____

*****Due to the limited amount of Exhibitors allowed per Covid-19 restrictions, all Pop-Up applications will be inserted into a lottery for approval and selection. Completion and submission of application does not guarantee a spot at the Waterfront Pop-Up. The PACC will try to accomodate all Pop-Up Exhibitors. All approved Exhibitors will be notified by September 10, 2020. Also, Covid-19 "Assumption of Risk" letter will need to be completed, signed and passed in with all Waterfront Pop-Up paperwork.*****



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Due to COVID-19 restrictions, event spaces are very limited and will be assigned the day of event.

Exhibitor Space Dimensions & Price:

(Plymouth Area Chamber Members may choose up to three selected dates, cannot be combined with other discounts.) All other vendors are subject to choose ONE date. One booth maximum.

Standard Space- Thursday, September 17: _____ 10' x 10' - \$100

Standard Space- Friday, September 18: _____ 10'x 10'- \$100

Standard Space- Saturday, September 19: _____ 10'x10'- \$150

***PAYMENT INFORMATION ***

_____ Check (Made payable to: Plymouth Area Chamber of Commerce) \$ _____ Amount Enclosed

_____ Credit Card (Please circle: AMEX Visa MasterCard Discover)

Card # _____ Exp. Date _____ CVV (3 digit code) _____

Name on Card _____

Billing Address _____

Signature _____

Mail forms & payment to:

**Plymouth Area Chamber of Commerce, 100 Armstrong Road Suite 204
Plymouth, MA 02360 Or email to info@plymouthchamber.com**

***TAX INFORMATION ***

SALES TAX: Each Exhibitor will be responsible for collecting sales tax as required by the Commonwealth of Massachusetts. You MUST include your MA Tax ID # or Social Security # on this Reservation Form. Failure to provide this information at time of reservation forfeits Exhibitor's admittance into the **2020 Waterfront Pop-Up**. Please be advised that the MA Department of Revenue requests lists of ALL vendors from the Plymouth Area Chamber of Commerce.

MA Tax ID # _____ or Social Security # _____

Detailed information and specific guidelines for participating exhibitors will be e-mailed prior to the Pop-Up. Exhibitors must provide their own flame retardant tents or cover and all exhibitor booths will need to have a limited display/setup due to Covid regulations.

Will you be reserving a hotel accommodation in the Plymouth Area? YES or NO (We ask to assess the impact on the town's tourism from this Pop-Up.)



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**** POLICIES AND REGULATIONS BELOW PERTAIN TO ALL EXHIBITORS ****

General Terms & Conditions

These regulations are part of your contract with the Waterfront Pop-Up and the Plymouth Area Chamber of Commerce. Please read the terms and conditions carefully before signing. We will not contact Exhibitors with incomplete documents. Due to limited availability, all applications will be put into a lottery pool for selection. Failure to comply with these policies will be an automatic rejection from this year's Pop-Up. **All pages must be initialed/signed, dated and returned. This will constitute acceptance of our written contract.**

The PACC assumes no responsibility whatsoever for any property placed on the Pop-Up grounds including the arts and crafts marketplace area as well as surrounding property. Exhibitor, unless otherwise prohibited by law, hereby releases said corporation, its agents, servants, and employees, and discharges them from any and all liability for any loss, injury or damage to person or property that may be sustained while at or as a result of said Waterfront Pop-Up.

SET UP: Exhibitor Move-In will be from 1:30p.m. - 2:30p.m on Thursday & Friday and 7:30a.m-8:30a.m on Saturday. Booth selection will be assigned the day of the event by event staff. No spots will be reserved prior to the Pop-Up. Exhibits must be completed 30 minutes before the Waterfront Pop-Up begins. Exhibitor Move-Out will start at 7:00p.m on Thursday & Friday and 2:00p.m on Saturday. Exhibitors must provide their own flame retardant cover or tent and comply with the move-in/move-out schedule, which will be sent to each Exhibitor prior to the Waterfront Pop-Up. Extensive Exhibit displays will be prohibited, we are asking all exhibitors to provide minimal/touchless displays. Vehicle access to the Pop-Up grounds will, at all times be at the discretion of event staff. The PACC will forbid the installation of any exhibit not previously approved by the PACC. **(Only one vehicle is allowed per vendor at a time during check in.) Multiple cars will not be allowed to enter the Pop-Up at time of set up.**

INVENTORY RESTRICTIONS: Exhibitors shall exhibit only items previously specified on the **Exhibitor Booth Inventory Form** within their spaces. No exhibitor shall distribute food or beverages of any type, this includes samples. The sale or display of illegal items is prohibited. The PACC reserves the right to remove any such items. Other prohibited items include smoke bombs, fireworks, adult materials or items with profane or obscene wording, artwork or pictures, as well as t-shirts and other items with drug slogans. The sale of martial arts swords & knives are prohibited. We encourage all shopping to be "touch-less" if possible, including transactions. Credit card, tap to pay and other touchless payment options are strongly recommended. Customers and Exhibitors are required to wear a face mask at all times, no exception.

STANDARD SPACES: All Pop-Up standard spaces are 10 feet x 10 feet. Exhibitor MUST set up between the space lines. All spaces WILL be six feet apart from each vendor. Customers must adhere to social distancing guidelines, stay 6 feet apart at all times and follow all Pop-Up policies.

SPACE OCCUPANCY: All space outside of your tent belongs to the Plymouth Pop-Up; no exhibits, seating, storage of goods or advertising material is allowed to extend into this space.

The actual occupation of the space is of the essence hereof. In the event the Exhibitor shall not occupy said space within 2 hours after the Pop-Up opening, the PACC is expressly authorized to occupy or cause said space to be occupied in such manner as may deem to be in the best interest of said Plymouth Pop-Up without rebate or allowance whatsoever therefore to Exhibitor and without releasing Exhibitor from any liability herein under, and the Exhibitor expressly agrees to pay the PACC in full the sum herein above set forth.



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Exhibitor MUST occupy Booth space for all hours of the Waterfront Pop-Up. If Exhibitor leaves early, Exhibitor forfeits participating in next year's event & will be subject to a \$100 Early Breakdown Penalty Fee.

SPACE ASSIGNMENTS: All spaces are allocated on a pre-paid/ day of booth assignment. The PACC staff will be assigning spaces the day of the event. Exhibitor shall not, without prior consent of the PACC, assign or sublet space, or any part thereof, or remove its display before official closing of said Pop-Up. **There will be a \$100 Penalty Charge if an Exhibitor Booth Space is moved during the Pop-Up without permission from staff. The PACC has the right to expel any Exhibitor who does not comply.**

CANCELLATION POLICY: If cancellation BY EXHIBITOR occurs within 30 days of the Waterfront Pop-Up the entire amount paid to date to the PACC by the exhibitor shall be retained by the PACC. If cancellation made by the exhibitor, occurs before the aforementioned 30 day period, the PACC will retain 50% of the entire amount paid to date to the PACC. The retained amount shall be liquidated damages for the direct and indirect costs incurred by the PACC for organizing, setting up and providing space for exhibitor's withdrawal including reletting the space. All cancellations must be in writing.

This is a rain or shine event. If the Pop-Up is cancelled at any time due to nature, Act of God, or the state of Massachusetts Governor's orders, no refund will be issued.

- Exhibitors will be notified of any changes due to nature/Act of God/Governor's orders via email.
- Updates will also be posted on the Chamber's website, www.plymouthchamber.com. Exhibitors will not be notified by phone. -Should exhibitors receive no email update or no website updates, the event will proceed as scheduled.

Should exhibitor choose not to occupy their space for any reason, but Pop-Up activities are still taking place, no refund will be issued. Should exhibitor or representative of exhibiting company be unable to attend the Pop-Up for any reason, exhibitor is still liable for payment and no future credit or refund will be given.

CHARACTER OF EXHIBITS: All exhibits must be designed, constructed, and operated in good taste and in accordance with the best interest of the Waterfront Pop-Up which the PACC in its sole discretion shall have the right to decide. The PACC will prohibit the installation and operation of any exhibits not meeting its approval and in its sole discretion may prohibit the conduct of any activity whatsoever which it deems deleterious and not in the best interest of the Waterfront Pop-Up. All vendors are advised to have a minimal display setup, as touchless as possible, due to Covid restrictions.

ELECTRICITY: There is **no electrical access** at the Waterfront Pop-Up. The use of generators is prohibited and will not be allowed on park premise.

PARKING ON Pop-Up GROUNDS: **Parking on Pop-Up grounds is prohibited!** Exhibitor vehicles parked in these areas will be towed at owner's expense and exhibitor will be prohibited from participating in any future Chamber events. There are limited amount of State issued Handicap Parking spots. Exhibitors with State issued Handicap Parking Passes/ License Plates will be allowed pre-designated parking space on Pop-Up grounds due to availability. **(Only one vehicle is allowed per vendor at a time during check in. Multiple cars will not be allowed to enter the festival at time of set up. Only one parking pass will be allowed per exhibitor.)**



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EXHIBITOR PARKING LOT: Exhibitors will be assigned to a pre-designated Exhibitor Only Parking Lot during Pop-Up hours. (ONE) Exhibitor Parking Pass and directions for this lot will be provided at check-In. Pass must be displayed on the dash of the exhibitor vehicle at all times. Replacement passes and additional passes will not be issued. Only one exhibitor parking pass will be given per space purchased. For additional parking lots visit www.parkplymouth.com

CLEANLINESS: Exhibits must be kept clean and in good order by Exhibitor and ready 30 minutes before the start of the Waterfront Pop-Up. Exhibitors are requested at all times to cooperate with the PACC by maintaining exhibits in perfect condition with respect to material and personnel throughout the Waterfront Pop-Up. All Exhibitors are asked to clean and santize their booths every twenty minutes, you must supply your own cleaning products. Exhibitors must clean Exhibit space at the close of the Waterfront Pop-Up, including the removal of any trash, boxes, etc. Exhibitors are responsible for the removal of all debris. **Exhibitors who leave trash in booth space and on Pop-Up grounds will be fined \$100.** Exhibitors must cooperate by not throwing refuse on the ground or any other material that will endanger public safety or inconvenience other exhibitors during show hours. Hand washing and hand sanitizing stations will be provided.

AMENDMENTS: These rules, regulations, and conditions have been drawn for the purpose and intention of providing a well-balanced, well-regulated and successful Marketplace, in an effort to provide the greatest good to the greatest number. The Chamber shall have full power to so interpret the rules and regulations or make such rulings as may appear to be for the best interest of the entire Waterfront Pop-Up and any and all amendments of the foregoing rules, regulations, and conditions shall bind the Exhibitor. Due to the limited amount of vendors, all Pop-Up applications will be inserted into a lottery for approval. The PACC has the right to refuse any Exhibitor to ensure a well balanced Artisan Marketplace. This arrangement will be interpreted and and is intended to be consistent with Massachusetts's law. Any provision violating such law is void and other pvisions shall remain in full force and effort.

Upon acceptance in writing of this contract by the PACC, this shall be a binding and enforceable contract. By accepting this contract and providing payment in full, the exhibitor agrees to all terms, conditions and rules described. The PACC must have a signed agreement and full payment prior to the Pop-Up opening.

Signature _____ Date _____



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*** EXHIBITOR BOOTH INVENTORY FORM ***

Below, please generally describe the items to be sold & displayed in your Exhibitor Booth Space **(we do not need a complete booth inventory list, just a brief description of your products).**

Thank You!