



Initial _____

Date _____

Exhibitor MUST occupy Booth space for all hours of the Pup-Up Marketplace. 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 Marketplace. **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 Pup-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 Pup-Up Marketplace 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 Pup-Up activities are still taking place, no refund will be issued. Should exhibitor or representative of exhibiting company be unable to attend the Pup-Up Marketplace 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 Pup-Up Marketplace 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 Pup-Up Marketplace. The use of generators is prohibited and will not be allowed on park premise.

PARKING ON Pup-Up GROUNDS: **Parking on Pup-Up Marketplace (Mayflower Brewery) 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 Pup-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 Pup-Up Marketplace. 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 Pup-Up Marketplace. All Exhibitors are asked to clean and sanitize their booths every twenty minutes, you must supply your own cleaning products. Exhibitors must clean Exhibit space at the close of the Pup-Up Marketplace, 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 Pup-Up Marketplace grounds (Mayflowery Brewery) 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 Pup-Up Marketplace and any and all amendments of the foregoing rules, regulations, and conditions shall bind the Exhibitor. Due to the limited amount of vendors, all Pup-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 is intended to be consistent with Massachusetts's law. Any provision violating such law is void and other provisions 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 Pup-Up Marketplace opening.

Signature _____ Date _____

