



Initial \_\_\_\_\_  
Date \_\_\_\_\_

**Pup-Up Marketplace**  
**Saturday October 17, 2020**

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**Exhibitor Reservation Form**

Mayflower Brewery Pup-Up Location  
12 Resnik Road  
Plymouth, MA 02360

Please review the information below carefully and contact the PACC with any questions regarding the **2020 Pup-Up Marketplace**. 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:  
**October 13th, 2020.**

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

**Pup-Up Marketplace Dates & Times:**  
Saturday, October 17th - 11:00a.m-4:00p.m  
(Rain Date Sunday, October 18th)

**\*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 Pup-Up applications will be inserted into a lottery for approval and selection. Completion and submission of application does not guarantee a spot at the Pup-Up Marketplace. The PACC will try to accomodate all Pup-Up exhibitors. All approved Exhibitors will be notified by October 13, 2020. Also, Covid-19 "Assumption of Risk" letter will need to be completed, signed and passed in with all Pup-Up Marketplace paperwork.\*\*\***

# PUP-UP

## MARKET & BEER GARDEN



at Mayflower Brewing Co.

Initial \_\_\_\_\_

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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:**

Standard Space- Saturday, October 17: \_\_\_\_\_ 10'x10'- \$100  
# of Spaces: \_\_\_\_\_

### \*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](mailto:info@plymouthchamber.com)**

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### \*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 Pup-Up Marketplace**. *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 Pup-Up Marketplace. 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.



Initial \_\_\_\_\_  
Date \_\_\_\_\_

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

**General Terms & Conditions**

These regulations are part of your contract with the Pup-Up Marketplace 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 Pup-Up Marketplace. **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 Pup-Up Marketplace 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 Pup-Up Marketplace

**SET UP:** Move-In will be from 10:00a.m-11:00a.m on Saturday. Booth selection will be assigned the day of the event by event staff. No spots will be reserved prior to the Pup-Up. Exhibitor Move-Out will start at 4:00p.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 Pup-Up Marketplace. Extensive Exhibit displays will be prohibited, we are asking all exhibitors to provide minimal/ touchless displays. Vehicle access to the Pup-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 Marketplace 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 Pup-Up Marketplace 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 Pup-Up policies.

**SPACE OCCUPANCY:** All space outside of your tent belongs to the Pup-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 Pup-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 Pup-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.



Initial \_\_\_\_\_

Date \_\_\_\_\_

**Exhibitor MUST occupy Booth space for all hours of the Pup-Up Marketplace. If Exhibitor leaves early, Exhibitor forfeits participating in future Chamber events & 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. There is a rain date set for October 18th and will be based on the discretion of the PACC staff if the event is moved due to weather. 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](http://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 Pup-Up Marketplace. 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. Exhibitors with State issued Handicap Parking Passes/ License Plates will be allowed pre-designated parking space on Pup-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.

**CLEANLINESS:** Exhibits must be kept clean and in good order by Exhibitor and ready for 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 (Mayflower 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 \_\_\_\_\_





Plymouth Area Chamber of Commerce  
100 Armstrong Road, Suite 204  
Plymouth, MA 02360  
Phone: (508)-830-1620  
www.plymouthchamber.com

## **Assumption of Risk & Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

**The Plymouth Area Chamber of Commerce** has put in place preventative measures to reduce the spread of COVID-19; however, the Chamber **cannot guarantee** that you, or any other person, will not become infected with COVID-19. Further, attending and participating in the Pup-Up Market could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending and participating in the Pup-Up Market and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Pup-Up Market activities may result from the actions, omissions, or negligence of myself and others, including but not limited to Plymouth Area Chamber of Commerce employees, volunteers, and program participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I may experience or incur attending and participating in the Pup-Up Market. On behalf of myself, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the Plymouth Area Chamber of Commerce, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Plymouth Area Chamber of Commerce, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Pup-Up Market.

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Signature of Exhibitor

Date

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Print Name of Exhibitor

# PUP UP

## MARKET & BEER GARDEN



*at Mayflower Brewing Co.*

### **Best practices for the Pup-Up Marketplace sites to limit the spread of COVID-19**

1. Social Distancing: PACC Staff will increase the space between vendors to assist in patron flow and reduce crowding at vendor stations. PACC staff will be limiting the number of customers who can enter the Pop-Up space at one time based on visitation rates (no more than 10-15 customers per 1,000 square feet). Staff will be tracking the number of customers as they enter and exit premise. Staff will be cordoning off Pop-Up parameters to allow for clear and egress points, it will be clearly identified through the use of cones and flag roping/do not enter tape. Appropriate signage will clearly define entrance and exits. Event Staff will be reminding customers of “social distancing”, maintaining a space of at least six feet from one another while shopping at vendor booths, through signage at prominent locations and vendor tables and through verbal reinforcement. Ground markings using spray chalk will be used to establish appropriate spacing for lines (outside the Pop- Up and in front of vendor tables). As a reminder, PACC staff, vendors and customers should:

- 1). Avoid close contact with people who are sick.
- 2) Avoid touching your eyes, nose, and mouth.
- 3) Stay home from the market when you are sick.
- 4) Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- 5) Clean and disinfect frequently touched objects and surfaces.

2. Product Samples: Pup-Up vendors are NOT allowed to offer samples of products to reduce opportunities for contamination during COVID-19 response in the Commonwealth.

3. Minimize the Number of Touches: PACC staff and exhibitors will minimize the handling of products by both Staff and customers disallowing the touching of products at vendor tables and sales points. Vendors are encouraged to facilitate reduced handling by utilizing small product displays and lists on signage or chalkboards to communicate product lists and availability while keeping products for sale in larger bins that are covered and out of reach of customers. Vendors will be encouraged to utilize a front “transaction table” and display all of their products on a separate table behind them. Customers will verbally select their products and vendors will place them on a “transaction table”. Online ordering via email or pre-bagged orders are options that can be considered by vendors. We encourage the use of credit card, tap to pay and other touchless payment options.

4. The use of reusable bags: All vendors and their employees, shall not perform bagging of products if reusable bags are utilized until further notice. Vendors may choose to use recyclable paper bags, compostable plastic bags or single-use plastic bags during COVID-19 response operations in the Commonwealth.

5. Market/Vendor Display cleaning/sanitizing: Vendors are encouraged to limit the use of tablecloths in order to make it easier to clean and sanitize table surfaces, or utilize a sheet of clear plastic over the top of the tablecloth to facilitate increased cleaning and sanitizing of contact surfaces. Vendors should clean and sanitize their displays, including their tables and items used to display products in, at intervals during event operation. We are recommending all vendors to sanitize every twenty minutes, all

sanitizing products will be vendor responsibility. The Pup-Up will discontinue the use of display items that cannot be cleaned and sanitized. The virus that causes coronavirus disease (COVID-19) can be stable for several hours to days on surfaces, up to 24 hours on cardboard and up to two to three days on plastic and stainless steel <https://www.nih.gov/news-events/news-releases/new-coronavirus-stable-hours-surfaces>.

6. Face Coverings: PACC Staff, volunteers, vendors and patron customers are all REQUIRED to wear a face covering during the entirety of the event. There will be signage to communicate the use of face coverings/masks at all times.

8. What should vendors use for disinfection and sanitizing? The EPA has provided a list of disinfectants for use against SARS-CoV-2, the virus causing COVID-19.

9. Hand washing/hygiene: Plymouth Pup-Up will make available supplies for event staff and participants to promote personal hygiene practice during COVID-19 response, including but not limited to portable sinks equipped with soap and paper towels, hand sanitizers and paper towels. Hand washing stations will be brought in by the organizer for customer and vendor use. Hand sanitizer stations can be useful, though should not be used as a replacement for handwashing. (Masks are mandatory).

10. Gloves: Gloves can be utilized at all times during event operations. Gloves can provide a barrier between hands and produce, preventing transmission of pathogens. They can also be a good reminder not to touch your face. Remember however, that gloves can be a source of contamination if not used properly. Follow CDC glove removal guidelines. Please remember to follow hand washing guidelines recommended by the CDC before putting on gloves and between glove change-outs.

11. Money Handling: Vendors should minimize cash transactions. If more than one person is working the table, vendors should designate one person to handle money and another to handle products. Vendors can round their prices to the nearest dollar so they can reduce the acceptance of coins, and minimize the handling of change. Wipe down credit card readers and POS equipment periodically and between transactions. Online payment application platforms used on smartphones, such as Venmo or PayPal, are a viable option to facilitate transactions at booths. Pre Pup-Up promotions and advertisements will encourage customers to plan for non-cash transactions. Signage at the entrance and throughout the Pop-Up will encourage non-cash payments. Vendors will be instructed to use hand sanitizer in between transactions.

12. Establish Relationships: The Chamber will continuously communicate with key community partners such as local health departments and the town to follow all necessary guidelines.

14. Customer/Consumer Education and Outreach: All staff, vendors and customers will be updated on Pop-Up information and guidelines. We will emphasize that protecting public health is paramount to our event and will describe any changes to event procedures to prevent the spread of infection. The Chamber will work closely with the local public health department, the Massachusetts Department of Public Health or CDC/NIH to encourage our event Staff and participants will be practicing good personal health habits. We will clearly notify the public and attendees the proper steps we are taking to keep them and our event CSA safe.

Future Updates

This information is based on what we know now and will be updated as we learn more. Please visit [www.mass.gov/resource/information-on-the-outbreak-of-coronavirus-disease-2019-covid-19](http://www.mass.gov/resource/information-on-the-outbreak-of-coronavirus-disease-2019-covid-19) for updates.