

NERGC 2023 VENDOR/EXHIBITOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, by and between the NEW ENGLAND REGIONAL GENEALOGICAL CONSORTIUM, INC. (NERGC) (First Party) and

_____ (Exhibitor) (Second Party).

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated,

- I. The said party of the first part (NERGC) does hereby covenant and agree that it shall:
 - a. Provide 10' by 10' exhibition space(s). Each space shall consist of an 8' high back wall, 3' high side rails, one 8' skirted table, two folding chairs, one wastebasket with liner and one 7" by 44" Exhibitor sign with booth number. Exhibitors using more than one booth space may request a special layout that will better meet their requirements.
 - b. Provide a decorating contractor.
 - c. Provide one complimentary full Conference registration to each exhibitor. The full Conference registration may be used at the discretion of the Exhibitor. Should an Exhibitor purchase multiple booths, one full Conference registration will be available for each additional booth(s) purchased.

- II. And said party of the second part (Exhibitor) covenants and agrees that it shall:
 - a. Register with the Exhibit Chair all personnel for the Conference working for, or representing, the party of the second part. Badges will be made available for registered personnel. All personnel who will need access during set-up on Wednesday must be registered with the Exhibit Chair even if they have a full Conference registration.
 - b. Pay a rental fee. Cost is \$200.00 per first individual 10' by 10' exhibition space. Additional contiguous booths are available for \$175.00 per booth space. See Application Form for further details. There will be an additional \$25.00 charge for any application postmarked/timestamped after 31 December 2022.
 - c. Exhibitor shall not sublet, assign or sell any space allocated to them, or provide space for any exhibits other than their own without prior approval from NERGC.
 - d. Exhibitor agrees to indemnify and hold NERGC, its agents and the hosting venue, its agents and employees, harmless from and against any and all claims, demands, liabilities and expense of third parties arising out of the use of lease space.
 - e. Exhibitor agrees to carry and maintain its own public liability insurance.
 - f. Exhibitor agrees to comply with all government fire, safety and health regulations.
 - g. All Exhibitor property shall be located reasonably within the booth area. All tables will be skirted. Boxes and other packing material must be out of conference visitor's sight. Only fireproof materials may be used for displays. Exhibitor will take all necessary fire precautions.
 - h. Exhibitor assumes full responsibility for obtaining and paying all required licenses, permits and sales taxes. Information on this will be provided to Exhibitors.

III. Other terms to be observed by and between the parties:

- a. Priority will be given to NERGC societies and Exhibitors who have exhibited at previous NERGC Conferences and submit their applications for space by October 30, 2022. Applications for space will be accepted after this date based on space availability. All Exhibitors with genealogy/history related interests are welcome to apply and every effort will be made to ensure that they receive the booth assignment they have requested.
- b. Exhibit booth assignments will be made based on postmark/timestamped of applications, Exhibitor's special request, and previous participation. Booth space will be reserved but not assigned until all payment is received. All efforts will be made to insure minimal conflict of interest with other Exhibitors.
- c. NERGC reserves the right to make final space requirements and to change the floor plan if deemed necessary and in the best interest of the Conference.
- d. All deposits and payments are non-refundable unless written cancellation notice is received by NERGC at least 90 days prior to the commencement of the Conference.
- e. NERGC reserves the right to establish the time schedule for, and manner of, setting up and dismantling of Exhibitor's display. The Exhibitor agrees to conform strictly to the move-in/move-out schedule.
- f. Information concerning advance shipping, rental of additional booth equipment, electrical hookups, internet access and telephone service to booths will be distributed no later than March 2023. Said services are subject to separate conditions and regulations of official contractors. Under no circumstances shall the Exhibitor contract with anyone other than official contractors. When union labor is required, Exhibitor agrees to comply with union regulations.
- g. The Exhibit Hall will be locked at the end of vending each day. Neither NERGC nor the hosting venue shall be responsible for Exhibitor's property. Exhibitors are advised not to leave portable electronic equipment and other valuables unattended.
- h. Any and all matters not specifically covered by this Agreement or the Terms and Conditions shall be subject solely to the decision of NERGC.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the Massachusetts. This is the entire agreement.

Signed:

Authorized Signer

Exhibitor [Second Party]

Date

Signature

NERGC Exhibit Chair

Date

**Return this Exhibitor Agreement to:
John Tew; 8 Coates Rd., Allentown, NJ 08501
or ExhibitHall@nergc.org**