

READ THE FOLLOWING BEFORE SIGNING THIS FORM

FESTIVAL DATES AND LOCATION: Dates of the 2008 Festival are July 11, 12, & 13, 2008. Hours of operation are 9:00am to 8:00pm Friday & Saturday, and Sunday. All dealer lots are for three (3) days only. There will be no one or two day lots available. The festival is held at Veterans Memorial Buttonwood Park; Junction of Routes 140 and 6 in New Bedford, Massachusetts.

SET-UP: Set-up will be from 6:00 AM to 10:00 AM each day. Optional set-up will be allowed on Thursday, July 10, 2008. However, no sale of merchandise will take place on this day. Once the public has entered the park no admittance of vehicles on Festival grounds will be allowed after 10:00 AM for any reason whatsoever. Admittance for breakdown each day is at the discretion of the Festival President. Vehicle access to the ground will, at all times, be at the discretion of the President.

LOTS: All spaces are twenty (20) feet by twenty (20) feet. Dealer must be set-up within the lot lines. One supply vehicle is allowed for each lot and must remain within lot lines. All extra vehicles must be off the Festival ground by 9:00 AM each day. Any vehicle that exceeds 20 feet in length will be charged for two (2) lots. Trailer hitch must be included within the 20 feet.

LOT ASSIGNMENTS: All lots are allocated on pre-paid, pre assigned basis only. All lot assignments are at the direction of, and may only be changed by, the Whaling City Festival. Dealer shall not resell pre-assigned lots to a third party. There is no guarantee, expressed or implied, as to assignment of the same lot to a dealer as had in previous years. The final decision on dealer lot assignments will rest with the Festival President.

NO REFUND POLICY: All lot sales are final. There will be no refund of advance payment for any reason whatsoever. There is no rain date for the Whaling City Festival, and no refund will be made in the event of inclement weather.

DEALER OPERATIONS: All dealer sales activities must take place at assigned lot(s). All dealer operations are subject to inspections by appropriate departments or agencies empowered by state and local laws. Sale of Hems related to the use of drugs, so-called controlled substances, or items prohibited by state or local ordinance will not be allowed. Other prohibited items include smoke bombs, fireworks, adult materials or items with profane or obscene words, art work or pictures, as well as tee-shirts and other items with drug slogans. The advertisement of sale or dealer merchandise is a boisterous manner, such as barking or shouting, shall not be allowed. **The sale of martial arts swords & knives are prohibited.**

ELECTRICITY: Electricity is available for Arts & Crafts dealers for production of their crafts and for such other uses as approved by the Festival President. Use of electricity shall be restricted to dealers who requested have requested it on a pre-paid basis. Any dealer found using electricity without having paid for will be subject to eviction for the Festival grounds without refund of dealer's payment. Extension cords must be at least 200 ft. long. **The use of generators and converters is forbidden.**

PARKING: Dealer vehicles shall not be parked in travel aisles, roadways within the Festival grounds, or in designated staff parking areas. Dealer vehicles parked in these areas will be towed at owners expense and said dealer will be ejected from the grounds. Dealer parking permit, issued when you check in, must be displayed on dealer vehicle at all times. No overnight parking allowed on Festival grounds.

CLEANLINESS: Dealer is responsible for cleaning their areas and a 10 foot area in front and behind their spot each day. Dealer shall be responsible for providing proper trash containers to hold trash generated by dealers. All dealers' trash shall be placed in proper containers and all such containers filled with dealer trash shall not exceed 50 pounds. Dealer shall not dispose of any waste material whatsoever on the grounds or roadways in the rear of the food stand. .

ATTENTION: The Whaling City Festival Inc. of New Bedford, at its discretion, reserves the right to eject any dealer from the Festival grounds, without refund of payment, for dealer violation of any of the terms and conditions set forth on this application/agreement form.

The Whaling City Festival of New Bedford, Inc. hereinafter called the Festival, its agents, officers, committee members, or any individual acting on or on behalf of said corporation shall not be held liable for any reason whatsoever for loss, theft, spoilage to personal property or items offered, stored, or being held for sale in any individual assistant or volunteering assistance to dealer in the operation or setting-up, or taking down of dealer's booth.

The Festival, its agents, officers, committee members, or any individual acting on or on behalf of said corporation shall not be held liable for any reason whatsoever for personal injury, death, loss, disability, or illness to dealer, dealer agents, or any individual hired by or assisting, or volunteering, assistance to dealer in any manner whatsoever, nor shall the Festival, its agents, officers, committee members, or any individual acting on or on behalf of said corporation be held liable for expenses to dealer, dealer agents, or any individual hired by, or assisting or volunteering assistance to dealer in any manner whatsoever, for personal injury death, loss, disability, or illness.

Dealer shall be held liable for the settlement of any and all claims brought by any and all aggrieved parties for any reason whatsoever.

The Whaling City Festival, Inc., its agents, officers, committee members, or any individual acting on or on behalf of said corporation make no claims in any manner whatsoever as to financial remuneration, or the amount profit to be earned as a result of participation at the Whaling City Festival.