

**WHALING CITY FESTIVAL
NON-PROFIT APPLICATION/AGREEMENT FORM
July 11, 12, & 13 2008**

INSTRUCTIONS: This application/agreement form must bear the dealer's signature and must be returned to: Whaling City Festival, Inc., 13 Edwards St., New Bedford, MA 02740, ATTN: Barbara Correia. Print or type all information requested as it applies to you. Read all terms and conditions on both sides of this form. Sign at the bottom and send self-addressed business size (#10) envelope. One copy of the form will be returned by mail with your lot assignment and it will serve as your CONFIRMATION as a dealer of the 2008 Festival. **Also, send a copy of the organizations not-for-profit organization under section 501 C (3) of the Internal Revenue Code letter.** Any questions call (508)996-3348

RATES: FREE if only handing out information (i.e. packets, pamphlets, awareness letters)
\$60.00 per lot(s) if selling items, raffle tickets, or if using a vehicle as a display item.

PAYMENT: Once accepted, advance payments must be made by money order, bank teller's check, cashiers check, or certified business checks only. All money orders and checks must be made payable to: WHALING CITY FESTIVAL. INC.,. All personal or non-certified business checks will be returned with an unprocessed application.

Applicants Name: _____ Organization Name: _____

Mailing Address: _____
(No. & Street) (City/Town) (State) (Zip)

Telephone: Home: _____ Organization: _____

Describe items to be sold (be specific): _____

Please enter MA exempt sales tax number: _____

I FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS APPLICATION/AGREEMENT FORM AND ACCEPT THESE TERMS AND CONDITIONS.

Signature: _____ Date: _____

***** DO NOT WRITE IN THE SECTION BELOW. FESTIVAL USE ONLY *****

Processed by:	Date:
Amount due for lots:	Assigned lot(s):
	Balance due:

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. There will be no admittance of dealer vehicles on Festival grounds after the aforementioned times for any reason whatsoever. Admittance for breakdown each day is at the discretion of the Festival President. Vehicle access to the grounds will at all times be at the discretion of the President.

LOTS: All spaces are ten (10) feet by ten (10) feet. Dealer must be set-up within lot lines. All vehicles must be off Festival grounds by 10:00 AM each day.

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.

ELECTRICITY: Electricity is not available to non-profit vendors.

PARKING: There is no parking allowed on non-profit allocated spots.

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.