



**NASHUA VALLEY RAILROAD ASSOC., INC.
RAILFAIR '09
DEALER / DISPLAYER TERMS & CONDITIONS
Show Date: March 29, 2009**

KEEP THIS FOR YOUR RECORDS

General Terms

In order to obtain a license for use of space at "RailFair '09" sponsored by the Nashua Valley Railroad Association, Inc, the Dealer / Displayer agrees to the following terms and conditions and to any amendments, which may be issued subsequently.

1. The term "Dealer" refers to individuals, partnerships, associations and limited liability companies and corporations seeking table space for the purposes of selling goods and/or services.
2. The term "Displayer" refers to individuals, partnerships, associations and limited liability companies and corporations seeking table space for the purposes of displaying only. No sales of any kind by Displayers will be allowed.
3. The term "NVRRA", refers to the Nashua Valley Railroad Association, Inc.

The Dealer / Displayer releases NVRRA and its officers, directors, members, representatives and agents from all claims and demands arising from Dealer / Displayer's show occupancy, including but not limited to loss, theft, destruction or injury to Dealer / Displayer's business, merchandise or personal property. Dealer / Displayer releases NVRRA, its officers, directors, members, representatives and agents from all claims, loss, injury or demands arising out of the NVRRA, Inc. failure to provide space or failure to hold the show.

Dealer / Displayer understands NVRRA assumes no responsibility for any Dealer / Displayer merchandise or personal property or for the safety of the Dealer / Displayer at the show. Dealer / Displayer agrees to hold harmless NVRRA, its officers, directors, members, representatives and agents, the Town of Shirley, and Contractors from any and all claims, loss, injury or demands that arise from or in connection with the show. Dealer / Displayer agree to indemnify NVRRA for any liability that may be caused by or related to their use of this license and presence at the show.

This includes but is not limited to any liability caused by persons Dealer / Displayer provides "Dealer / Displayer" Badges to, or persons Dealer / Displayer invites to the show.

NVRRA does not allow Dealer / Displayers to sub-license tables to another Dealer / Displayer without written approval of NVRRA RailFair Chairman.

Refer to the Cancellation section for cancellation procedures.

Sales Tax

Dealer / Displayer agrees to collect and remit applicable sales tax in accordance with the regulations of the Commonwealth of Massachusetts. Dealer / Displayer acknowledges that NVRRA will furnish the names of each Dealer / Displayer to the Commonwealth of Massachusetts upon request.

Railfair Hours

The Show is open to the public from 10:00 AM to 4:00 PM on Sunday. Set-up time is Sunday from 7:00 AM to 10:00 AM. On Sunday afternoon Dealers / Displayers must remove all displays and merchandise from the exhibition hall by 5:00 PM. Dealer / Displayer agrees to keep the sales open to the public and not to remove any merchandise from the show area during show hours for the purpose of packing.

Rules of Behavior

No smoking is allowed inside the school or on school grounds. School rules permit no food or drink in the exhibition hall, however Dealers / Displayers may be allowed to quietly consume food and beverages behind their table as long as any spills and all trash are cleaned up quickly and completely. The school reserves the right to strictly enforce the no food and drink rule at any time. Any "Dealer / Displayer" Badge holder who continues to violate these rules after two verbal warnings, or who causes a public disturbance, will be ejected from RailFair without refund.

Badges

"Dealer / Displayer" badges shall be issued by NVRRA to all Dealer / Displayers. Only Dealers and Displayers working the show shall be allowed to wear these badges. "Dealer / Displayer" badges must be worn at all times. Badges shall be issued by the NVRRA Show Staff when you arrive at the exhibition hall and check-in. Dealer / Displayer will be restricted to the number of tables taken + 1 badges (e.g. 1 table = 2 badges, 3 tables = 4 badges). Layouts must pre-register all attendees by March 15, 2009.

"Dealer / Displayer" Badges must be worn at all times.

Table Space

This license permits the use of a table in the Exhibition Hall at the rates specified on the Application "Dealer / Displayer Contract" located in an area designated by NVRRA measuring 8 ft. by 5 ft. (40 sq. ft.) with a table surface of 8 ft. by 30 inches. One chair is provided for each Dealer / Displayer table. Dealer / Displayer may not place anything in the aisles, between, behind, or at the end of tables to impede customer and Dealer / Displayer movement in the aisles. Dealer / Displayer may not use boards or coverings to extend the surface area of the table. Dealer / Displayer may elect to use floor stands in place of tables, but these stands must fit into the 40 Sq. ft. area.

Cancellation

Cancellations received more than ninety (90) days prior to the show will receive a full refund. Cancellations received within thirty (30) days will not receive a refund but the fee may be carried forward to the next NVRRA RailFair with the mutual consent of the Dealer / Displayer and the NVRRA Show Chairman.

No Charge for "Non-Selling" Table Space

For certain items, which are attractions for the public at the Show, NVRRA will provide no charge exhibit space. These attractions can include Operating Layouts, Workshops, etc.

Absolutely no sales of goods and/or services allowed at non-selling tables.

Table Space rates

All Dealer / Displayers will be charged the stated rates on the Table Application. No oral agreements or past practices shall bind the NVRRA. Any balance carried over from a previous show will be applied on a pro-rated schedule.

Note: These pages are considered part of the Table rental Agreement and shall be retained by Dealer / Displayer. A receipt for the space license shall be returned to Dealer / Displayer after processing and shall constitute the agreement of the NVRRA.