

# Contract for The Connecticut Menswear Show: Fall 2010

This agreement made on or after November 15, 2009 between the Northeast Men's Apparel Group, LLC, a Massachusetts Limited Liability Corporation having a place of business at 8 Columbia Avenue, Natick, MA (Herein after referred as "NEMAG") acting through its duly authorized officers and \_\_\_\_\_ (herein after referred to as the "EXHIBITOR").

Whereas NEMAG shall provide a Trade Show in which the EXHIBITOR may display its merchandise or apparel brands (hereafter referred to as "LINES" to wholesale customers who are owners, buyers and management of men's apparel stores, outdoor stores, catalog houses, resort stores, green grass stores throughout the Northeast and New York state.

## ARTICLE 1: GENERAL DATA

1. NEMAG shall provide a Trade Show for the EXHIBITOR at the **Crown Plaza Hotel, 100 Berlin Road, Cromwell, CT 06416**  
**Set up day/date:** Setup 3:00 PM to 10:00 PM, Tuesday, February 16, 2010
2. **Show Dates and Times:**
  - a. Wednesday, February 17, 2010 Time: 9:00AM to 6:00PM
  - b. Thursday, February 18, 2010: Time 9:00 AM to 6:00PM
  - c. Friday, February 19, 2010 Time: By Appointment only.
3. **Break Down, Clean Up and Move Out:** Friday, February 19, 2010 Time: based on EXHIBITORS schedule, however the hotel room must be vacated no later than 12:00 PM
4. In the form provided below, each EXHIBITOR shall list the information that will appear in the show catalog and show web site ([www.bostoncollective.com](http://www.bostoncollective.com))

Name:	
Company:	
Address:	
Address:	
City, State, Area Code:	
Phone:	
Fax:	
e-mail:	

5. In the form below, list up to six lines that EXHIBITOR will represent at the show..

LINE:	DESCRIPTION:
1.	
2.	
3.	
4.	
5.	
6.	

6. All exhibit rooms must remain open, no samples shall be removed from rooms and members must be present during the posted hours of the show on Wednesday and Thursday.
7. EXHIBITOR is contracting for and paying the Crown Plaza Hotel room for Tuesday, Wednesday and Thursday nights at the rate listed in this contract and agreed to by the Crown Plaza Hotel, no early departures will effect this agreement, or your agreement to pay for the contracted 3 night stay.
8. NEMAG prepares a show catalog that is mailed to buyers and in addition prints advanced notification to the wholesale buyers of the show.
9. NEMAG has negotiated a **three night GROUP RATE** of \$ 79.00, plus tax per night. **The Exhibitor must call the hotel (phone number 860-635-2000 or 888-233-9527) directly to make show reservations and to guarantee Exhibitors stay with a credit card. When contacting the hotel, state that you request the "Northeast Men's Apparel Group rate of \$ 79.00".** Normal room rate is approximately \$ 169.00 per night. The Crown Plaza Reservations once made by Exhibitor cannot be cancelled.
10. EXHIBITOR agrees to hold harmless NEMAG for the failure of any hotel reservation with the Crown Plaza Hotel or if for any reason the Crown Plaza Hotel is closed, damaged or unable to provide the services needed by the EXHIBITOR.

- Exhibitor agrees to follow policy of the Crown Plaza Hotel .

ARTICLE 2: FEES, CHARGES AND REFUNDS

- Exhibitor shall identify himself as either a Independent Salesman, or a Manufacturer.
- An **Independent Salesman** is entitled to represent multiple manufacturers, however, may not have management from any Manufacturer he or she represents at the show.
- A **Manufacturer** may have present in the room a company representative or an Independent Salesman. The Manufacturer may not have in the booth any line that isn't directly part of what the Manufacturer sells.
- The Exhibitor agrees to pay NEMAG the below fees based on the above Exhibitor description

	Independent Salesman Fee	Manufacturer Fee	Amount Due:
<b>Show Fee</b>	125.00	250.00	
<b>Advertising Fall 2010 catalog:</b> cost for each page Black & White Page. Multiple pages accepted. Artwork due December 30, 2009	\$ 100.00	\$ 100.00	
<b>Room Signs (reusable)</b>	\$ 35.00	\$ 35.00	
Late Fee, on all applications received after December 12, 2009	\$ 100.00	\$ 100.00	
<b>Total: Payable to the Northeast Men's Apparel Group, LLC</b> <b>Make checks out to and forward checks to:</b> the Northeast Men's Apparel Group, LLC Attention: Phil Lewis 8 Columbia Avenue Natick, MA 01760	-	-	\$

- Early breakdown without permission will result in a fine in the amount of \$ 125.00 for the first offence, and will increase by \$ 100.00 per additional incident. No racks are allowed in the show area after set up hours or before closing. Fines must be paid in full before future trade show applications will be considered. All room assignments must remain as set up by NEMAG No room swapping is allowed.
- Signed contracts must be paid in full and in our possession by **December 12, 2009**. After this date a late fee of \$ 100.00 will apply.
- No refunds will be given, under any circumstances, after **January 1, 2010**. Application fee is for payment for preparation and for our financial commitments for your participation in the show as outlined in this contract and not for the show itself.

ARTICLE # 3; LIABILITY

- EXHIBITOR shall be responsible for any losses, damage, or harm caused to any person, personal or real property of any other exhibitor or the Crown Plaza Hotel, or NEMAG, as a result of personal negligence of the EXHIBITOR or his agents, guests or employees. The EXHIBITOR shall defend and indemnify and hold harmless NEMAG for any and all claims and civil actions arising out of said damages.
- The EXHIBITOR shall hold NEMAG harmless for any and all loss or damage caused the EXHIBITOR by any party or persons.
- In the event of cancellation of the show by NEMAG, EXHIBITOR shall be refunded 70% of the show fee under this contract. Upon payment of said refund, said refund shall represent liquidated damages under the contract and shall preclude EXHIBITOR from any other remedy against NEMAG in law or equity. The EXHIBITOR shall hold NEMAG harmless of any and all damages incurred to EXHIBITOR as a result of the show's cancellation.
- ENTIRE CONTRACT: This Contract shall constitute the entire agreement between the parties hereto with respect to the subject matter and supersedes all understandings of any nature whatsoever. This Contract may be changed only by a written instrument duly executed by all of the parties here to.
- GOVERNING LAW: This contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
- COUNTERPARTS: This Contract may be executed in one or more Counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument

IN WITNESS WHEREOF NEMAG and EXHIBITOR have caused this Contract to be duly executed by persons hereunto duly authorized as of the date of this Contract.

NEMAG

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBITOR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DULY AUTHORIZED