

# New England Model Train EXPO Application/Dealer Contract – 2024

SHOW DATE: December 7 & 8, 2024

#### The HUB Division, Inc.

Northeastern Region (NER) • National Model Railroad Association (NMRA)

New England Model Train EXPO Contacts							
Show Co-Directors			Dealer Contact is the Show Business Manager Contact Information	Make check payable to <u>The HUB Division Inc</u> . and Mail Contract to:			
John Russo E-mail: NEMTE.Director@hubdiv.org			(Temporarily) Gerry Covino Telephone: (617) 543-0298 E-mail: NEMTE@hubdiv.org	New England Model Train EXPO PO Box 672 Hollis, NH 03049-0672			
			<b>DEALER INFORMATION</b>				
Business Name							
Address							
City			State	Zip Code	-		
	<i>a</i> , ,						

Mailing Address	Street								
(if different)	City				State		Zip Code	-	
<b>REQUIRED</b> by Ma	assachusett	s Dep	rs, - Massachusetts Resale/Tax ID Numl partment of Revenue – MGL Chapter 6 cts of 2010 Chapter 308}		Re-sa	achusetts le/Tax ID umber			
	Name				,	Felephone Number			
Contact Person	Cell Pho Numbe	-		Ema	il				

# Vendor Requirements & Contract Cost Summary

# **APPLICATION TERMS**

25% deposit due with submission of signed Application/Dealer Contract Contract MUST be PAID IN FULL on or before November 8, 2024

CONTRACT DETAILS Tables Ordered					Table Fee	
Totals from - Table Rate Worksheet (calculated on Page 2) 1a					1b	
Electricity Required Yes	No	If YES, add \$15.00 per Dealer on line 2			2	
Total Contract Amount (add lines 1b and 2)				3		
Make checks payable to : The HUB Division, Inc.Payment Enclosed – Minimum deposit 25% (multiply line 3 by 0.25)		4				
Balance Due on or before November 4, 2022 (Subtract line 3 from line 4 and place in line 5)				l place in line 5)	5	

# **Contract Acknowledgement/Signature**

As the Dealer, I acknowledge that I have received, read and agree to the Terms and Conditions of the entire Contract. (Retain pages 3 and 4 – Terms and Conditions for your records and reference)

Signature:

Yes, I am willing to donate a door prize item, please see me at the show

Date:

DEALER <u>MUST</u> COMPLETE <u>ALL</u> Information on Page 2

				rage 2	
Table Rate Worksheet					
NO DISCOUNT FOR THE FIRST TW A \$5.00 discount per table applies to third and a \$10.00 discount per table applies to the fifth	Number of Tables	Table Rate	Total Table Fee		
First Table			@ \$85.00		
Second Table (Maximum tables		@ \$85.00			
Third And Fourth Table (Maximum tables a		@ \$80.00			
Fifth And All Additional Tables		@ \$70.00			
TOTAL TABLE & FEE (include these totals on page one where indicated)TABLES (enter on line 1a)FEE (enter on line 1b)					
Number of ( <u>FIRST TABLE</u> receives up to 2 <i>CHAIRS</i> – otherv	Chairs Requested vise total chairs reque	sted not to exce	eed # of tables ordere	ed)	

# **Description/Information For HUB Website**

(If you do not have a website, provide contact information if you wish to have offline sales!)

<u>Upon full table payment</u>, The Hub Division will add your business name and website with a short description of the type of products you offer to the HUB's New England Model Train EXPO web page.

We also ask that you create a link to the New England Model Train EXPO web page from your web site.

Website Address	www.
Provide information	
the HUB can post on	
our website describing	
the products you offer	
so that hobbyist can	
purchase from you.	
·	

# Name Badge Request

Please <u>**PRINT**</u> names that will be pre-printed on Dealer Badges for the Show. Each Dealer is eligible to receive TWO (2) Badges with the first table, and ONE (1) Badge for each additional table at no additional cost.

# **Special Requirements**

None
All Tables In A Straight Line (does not imply against a wall)
I Do Not Work From Behind Table [ Prefer Tables Against A Wall ] (on a space available basis)
Other - List As Follows:



# New England Model Train EXPO Dealer - Terms and Conditions 2024 SHOW DATE: December 7 and December 8, 2024

The HUB Division, Inc.

Northeastern Region (NER) • National Model Railroad Association (NMRA)

# **KEEP PAGES 3 & 4 FOR YOUR RECORDS**

Return Pages 1 & 2 - Application/Dealer Contract Only

# **General Terms**

In order to obtain a license for use of space at **New England Model Train EXPO**, held at the Royal Plaza Trade Center; 181 Boston Post Road West; Marlborough, Massachusetts 01752 sponsored by the HUB Division, Inc., the Dealer 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, casual sellers, and corporations.
- 2. The term "HUB" refers to The HUB Division, Inc.

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

Dealer understands HUB assumes no responsibility for any Dealer merchandise or personal property or for the safety of the Dealer at the show. Dealer agrees to hold harmless HUB, its officers, directors, members, representatives and agents, the Exhibition Center, and Contractors from any and all claims, loss, injury or demands that arise from or in connection with the show. Dealer agrees to indemnify HUB 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 provides "Dealer/Exhibitor" Badges to, or persons Dealer invites to the show.

HUB does not allow Dealers to sub-license tables to another Dealer without written approval of HUB Show Manager.

Refer to the Cancellation section contained herein for Cancellation Procedures.

# Payment Terms

Dealer agrees to pay a minimum of 25% of Contract Amount with the application and to pay the remaining balance "in <u>FULL</u>" on or before the date shown on the Application/Dealer Contract. Dealers requesting payment of Contract Amount by credit card will be assessed a 2.4% convenience fee; also Payments are accepted using *PayPal*, send to - **Treasurer@hubdiv.org**.

# **Bank Service Fees**

Dealer agrees to pay a one-time fee of \$25.00 for a returned check, and Dealer agrees to pay \$10.00 for a check that requires redeposit.

# Sales Tax

Dealer agrees to collect and remit applicable sales tax in accordance with the regulations of the Commonwealth of Massachusetts. Dealer acknowledges that HUB is <u>required</u> by Massachusetts General Law to furnish the Name, Address and Resale Number of each Dealer to the Commonwealth of Massachusetts Department of Revenue within 30 Days of the event.

#### Sales Tax Obligation of Casual Seller – Dealer

Any Dealer claiming to be exempt from collecting Massachusetts Sales Tax as a "Casual Seller" must be reported by HUB, as any other Dealer is reported to the Massachusetts Department of Revenue. Casual Seller acknowledges that HUB is <u>required</u> by Massachusetts General Law to furnish the Name, Address and Resale Number/Tax ID Number of each Casual Seller to the Commonwealth of Massachusetts Department of Revenue (DOR) within 30 Days of the event.

# Show Hours

The Show is open to the public from <u>10 A.M. to 4 P.M.</u> on Saturday and <u>10 A.M. to 4 P.M.</u> on Sunday. <u>Set-up time is Friday from 4</u> <u>P.M. to 9 P.M.</u> and <u>Saturday from 7 A.M. to 9:30 A.M.</u> On Saturday the exhibition hall must be vacated by 4:30 P.M. or upon notification by the HUB Show Business Manager. In order to comply with security requirements, the exhibition hall will not be reopened to anyone except HUB Show staff until 9 A.M. on Sunday. The Exhibition Hall must be vacated by 7 P.M. on Sunday evening. Dealer 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.

# **Security**

The exhibition hall provides continuous security beginning Friday evening through the closing of the show to the public on Sunday afternoon. The HUB assumes no responsibility for Dealer loss. The HUB recommends that Dealer covers its display when the show is closed to the public. <u>NO ONE</u> will be admitted into the exhibition hall under any circumstances after the HUB Show Staff exits the hall.

# **Badges**

"Dealer/Exhibitor" badges shall be issued by HUB to all Dealers and Exhibitors. Only Dealers and Exhibitors working the show shall be allowed to wear these badges.

# "<u>Dealer/Exhibitor</u>" badges must be worn at all times.

Only personnel with authorized "Badges" will be permitted in the exhibition hall during times the event is not open to the public. Badges shall be issued by the HUB Show Staff when you arrive at the exhibition hall and check-in.

# **Contracted Space**

This license permits the use of a table in the Exhibition Hall at the rates specified on the Application "Dealer Contract" located in an area designated by HUB 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. Dealers with multiple tables should indicate on their registration form the number of additional chairs required (not to exceed the number of tables ordered). Dealer may not place anything in the aisles, between, behind, or at the end of tables to impede customer and dealer movement in the aisles. Dealer may not use boards or coverings to extend the surface area of the table. Dealer may elect to use floor stands in place of tables, but these stands must fit into the 40 Sq. ft. area.

# **Wireless Internet Service**

The Trade Center has made Wireless Internet Service available to all Dealers at the current published rate per day. To use this service log onto the internet upon arrival and follow the instructions provided. Dealer uses its' credit card to secure this service.

# Cancellation

Cancellation by Dealer received by HUB more than ninety (90) days prior to the show will receive a full refund. Cancellation by Dealer received by HUB within ninety (90) days will not receive a refund but the fee may be carried forward to the next **New England Model Train EXPO** by mutual consent of Dealer and HUB Show Manager.

HUB reserves the right to cancel the **New England Model Train EXPO** for weather related reasons, or for reasons beyond the HUB's control. By mutual consent of HUB Show Manager and Dealer, fees paid by Dealer may be refunded or carried forward to the next **New England Model Train EXPO**.

#### Accommodations

Hotel reservations are the responsibility of the Dealer. The **Best Western Royal Plaza Hotel** in Marlborough guarantees a special show discount rate of \$104.00 per night (single or double occupancy), \$114.00 (triple occupancy) and \$124.00 (quad occupancy) for all reservations made by Friday <u>November 6, 2024</u>. After that date, the special rate is on an "as available" basis at the discretion of the **Best Western Royal Plaza Hotel**. Your room rate includes a Cold Continental Breakfast each day.

When requesting the discounted rate, you must indicate that you are participating in the HUB Division New England Model Train EXPO show.

Hotel contact information 508.460.0700 or <u>https://www.bestwestern.com/en\_US/book/hotel-rooms.22024.html?groupId=5L1QW4Y5</u>, scroll to the bottom of the page for the NEMTE rooms.

# No Charge Exhibit Space

Items, which are attractions for the public at the NEMTE, HUB will provide no charge exhibit space. These attractions may include, but not limited to Operating Layouts, Non-sales Club Tables, Workshops, and the HUB White Elephant and Donation Tables.

#### **Entire Agreement**

Dealer will be charged the stated rates on the **Application/Dealer Contract**. No oral agreements or past practices shall otherwise bind the HUB. This Contract and license is the entire Agreement between the parties and shall not be affected by oral agreements and can only be modified by written agreement signed by both parties.

# The Contract

These pages along with the Application/Dealer Contract or Early Registration Application/Dealer Contract constitute the "Contract" between HUB and Dealer.

# **REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**