



COMMUNITY COTTAGES

VENDOR APPLICATION

USEFUL TO KNOW

- **SUBMIT YOUR APPLICATION WITHOUT PAYMENT.**

If your application is approved, you will be notified and can make payment over the phone. If you need to pay by check please note below.

- **EMAIL COMPLETE APPLICATION TO:**

Events@newburyportchamber.org

- **APPLICANTS WILL BE NOTIFIED VIA EMAIL**

We will try our best to review applications as soon as possible.

- **LOCATION**

The Community Cottages are located at the First Religious Society Unitarian Universalist Church at 26 Pleasant Street in Newburyport, MA.

VENDOR RATES

\$500.00 Monthly

The vendor rate for the month includes access to the Community Cottages 7 days a week from 9:00 AM - 7:00 PM

APPLICATION

Name		Business Name	
Phone	Email	Website or social channel (required)	
Address			
Attention or care of		Email address	
City	State	Zip/postal code	<input type="checkbox"/> Pay by Check <input type="checkbox"/> Pay by card (Do NOT send payment until your application is approved)

PRODUCT DESCRIPTION

Signature

X

I agree that all the information above is accurate to my business and I agree to pay the vendor rates applicable to me above.

For office use only

RULES & REGULATIONS:

Vendor acknowledges receipt of the Greater Newburyport Chamber of Commerce & Industry (GNCCI) Information, Rules and Regulations. Vendor agrees to read and abide by the Rules and Regulations and any subsequent amendments to the Rules & Regulations posted via email. Failure to comply with the Rules and Regulations is a material breach of this Agreement and will result in the immediate revocation of any space in favor of another seller.

COMPLIANCE WITH LAWS & HOLD HARMLESS:

Vendor agrees to comply with all Federal, State, and Local laws, rules, regulations, and ordinances. Vendor agrees to conduct activities at the Community Cottages so as not to endanger any person or damage any property. The Vendor also agrees to forever indemnify, save, defend and hold the Greater Newburyport Chamber of Commerce, the City of Newburyport and its departments— such as City of Newburyport Fire and Police Department, Health Dept. etc. In addition all affiliated agents, officials, representatives, beneficiaries, employees, interns, and volunteers harmless from and against any and all claims, damages, injuries, liabilities, losses, suits, costs and expenses (including attorney fees) for anything and everything whatsoever arising from or out of and/or any other event promoted by the Greater Newburyport Chamber of Commerce.

SELLER CANCELLATIONS & NO SHOWS:

Vendor cancellations must contact the following email:

events@newburyportchamber.org or via call at 978-462-6680 48 hours before rental date. These cancellations will receive a CREDIT for an additional GNCCI shanty rental date of the seller's choice. **Cash/Credit Card refunds will not be given for any reason.** No shows will forfeit their opportunity to sell at future dates. Rain or Shine Event. No Rain Checks. Early breakdown is strictly prohibited and will result in being banned from future dates and events.

PROTECTION OF PROPERTY & SHOW POLICY:

GNCCI and its associates assumes no responsibility or liability whatsoever to ensure the Vendors property from damage, theft, fire, malicious mischief, accident, wind, rain or other. First Religious Society Unitarian Universalist., Greater Newburyport Chamber of Commerce and Industry (GNCCI), City of Newburyport, employees, contractors, venue landlords/employees, volunteers, officials, etc are neither responsible nor liable for any damage, theft, fire, malicious mischief, accident, wind, rain, or other that may occur to or related to the Seller. **IMPORTANT NOTE: IF YOUR RENTAL IS CANCELLED FOR ANY REASON (For example: Weather Related, Health/Safety Reasons, Pandemics, Natural Disasters, Town/State Restrictions, Personal Emergencies or any other) THERE ARE NO REFUNDS and CREDITS ONLY will be issued. CREDITS MUST BE USED WITHIN 1 YEAR.** By signing this contract, you are agreeing to all of the above and understand our policies.

Signature

X

Email your signed form to
events@newburyportchamber.org

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SALES TAX:

Reporting of a vendor's sales and obtaining TAX ID numbers is the sole responsibility of each vendor. GNCCI does not give advice on tax related questions.

HOURS:

Vendor hours are determined by the First Religious Society Unitarian Universalist and must be respected at all times. Failure to comply with the Rules and Regulations is a breach of this Agreement and will result in the immediate revocation of any space in favor of another seller.

IMPORTANT BOOTH SETUP INFO

Vendor space boundaries must be obeyed by. We allocate approx. 2 ft of extra space in front of each vendors booth. We follow all fire/emergency/ health codes. If these rules change, you will be notified.

CARRY IN - CARRY OUT

We have a strict Carry In—Carry Out Policy. All vendors **MUST** remove their own trash and unwanted items from the venue during breakdown. Items must be hauled away by the vendor. \$100 FINE for vendors not removing their trash/items. This fine fee must be paid within 10 days after the show.

CONTRACT:

Vendor exercises any rights under this agreement at the Vendor's own risk and voluntarily assumes all risks attendant to such use, including without, limitation, the risk of property damage and personal injury or death to the Vendor, to any of the Vendors officials, agents, representatives, employees, or volunteers.

NOTE: By signing page 1 of this application, Vendor agrees to all rules & terms of this contract indicated on pages 1-2.

RIGHT OF REFUSAL FOR VENDORS

*Greater Newburyport Chamber of Commerce
Legal Notice and Agreement Clause*

This document serves as formal notice that the Greater Newburyport Chamber of Commerce, a Massachusetts nonprofit corporation (hereinafter "Chamber"), reserves the sole and absolute right to accept or refuse participation of any vendor in any Chamber-hosted or Chamber-affiliated event, program, or initiative.

1. Right of Refusal

The Chamber, at its sole discretion, reserves the right to:

Accept or deny a vendor's application to participate in any event or activity;
Remove or prohibit a vendor from participation prior to or during the event if, in the Chamber's opinion, the vendor's products, services, conduct, branding, or messaging is inconsistent with the mission, values, or goals of the Chamber, or for any other reason whatsoever;
Revoke previously granted approval without cause and without liability for any damages or losses incurred by the vendor as a result.

2. Non-Discrimination

This right of refusal shall be exercised in a manner consistent with applicable local, state, and federal non-discrimination laws. The Chamber will not discriminate on the basis of race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, or any other protected class under Massachusetts General Laws or U.S. federal law.

3. No Liability

The Chamber shall not be liable for any costs, damages, or expenses incurred by vendors due to the denial or revocation of participation, including but not limited to advertising costs, travel expenses, product purchases, or staffing costs.

4. Governing Law

This Agreement and any disputes arising under it shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

5. Acceptance

By submitting a vendor application or agreeing to participate in a Chamber-sponsored event, the vendor acknowledges and agrees to the terms of this Right of Refusal.