



# 2025 FALL FEST VENDOR APPLICATION

## USEFUL TO KNOW

### •SUBMIT YOUR APPLICATION WITHOUT PAYMENT.

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

### •EMAIL COMPLETE APPLICATION TO:

Events@NewburyportChamber.org

### •APPLICANTS WILL BE NOTIFIED OF THEIR ACCEPTANCE BY OR BEFORE SEPT. 26th.

*Vendors not accepted will be notified via email. We will try our best to review applications as soon as possible.*

## VENDOR RATES

MEMBERS 30% DISCOUNT				NON-MEMBERS <input type="checkbox"/> Interested in joining			
<input type="checkbox"/>	Fall Fest	\$192.50	10x10	<input type="checkbox"/>	Fall Fest	\$275.00	10x10
<input type="checkbox"/>	Fall Fest	\$385.00	10x20	<input type="checkbox"/>	Fall Fest	\$550.00	10x20

## 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

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Signature

X

Date

## **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 SpringFest/FallFest 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 [events@newburyportchamber.org](mailto:events@newburyportchamber.org) by Sept 26th 2025 for Fall Fest. These cancellations will receive a CREDIT for an additional GNCCI show of the seller's choice. Cash/Credit Card refunds will not be given for any reason. Cancellations after said date will not receive a credit or a refund. No shows will forfeit their opportunity to sell at future shows. Rain or Shine Event. No Rain Checks. **CANCELLATION DUE TO EXTREME WEATHER BY THE NEWBURYPORT CHAMBER WILL BE OFFERED A CREDIT FOR A FUTURE EVENT.** Early breakdown is strictly prohibited and will result in being banned from future shows.

## **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.

## **SALES TAX:**

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

## **IMPORTANT TENT/BOOTH SETUP INFO**

All vendors must properly WEIGHT their own tent(s). GNCCI is not responsible for weighing down tents. **\*VENDORS CANNOT STAKE THEIR TENTS AT THIS EVENT. ALL TENTS MUST BE WEIGHTED—** due to irrigation systems on the waterfront green. GNCCI is not responsible of any damages OR injuries that may occur from tents (regardless if weighted/staked). Vendors are responsible for any damages and injuries caused by their tents. 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.

## **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.**

## **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. Nathan Allard, 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 FallFest 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.

## **VENDOR CHECK-IN, SET-UP & BREAKDOWN:**

Fall Festival Vendor Check-In Hours are Saturday from 7am to 10am. All vendors must participate in both Saturday and Sunday. Please note: We do not provide dollies, carts or wagons - vendors are allowed to bring their own. Vendors are not able to drive up to their booth. Vendors will park in the adjacent parking lot and carry their items on the Newburyport green space. Vendor Breakdown is Sunday from 4pm to 9pm ONLY. All vendors must be packed up and leaving the venue space by 9pm.

## **RIGHT OF REFUSAL FOR EVENT 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.