



**New England Model Train EXPO  
Application/Dealer Contract – 2010  
SHOW DATE: December 4 & 5, 2010**

Business Name or DBA: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #:/ Home: \_\_\_\_\_ Work: \_\_\_\_\_

E-MAIL \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cell: \_\_\_\_\_

Massachusetts Resale #: \_\_\_\_\_ Do You Require Electricity:  Yes  No

*Upon full table payment, The HUB Division will add your business name with website and include a short description of the type of products you offer on the HUB's Fall Show web page. We also ask that you create a link to the HUB Fall Show web page from your web site.*

Web Site Address: www. \_\_\_\_\_

Info of products offered to be listed on HUB Website: \_\_\_\_\_

*Please PRINT 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.*

Badge Names: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Number of Tables @ \$70.00 **each** for Two days \$ \_\_\_\_\_

- Electric Service if Requested - \$15.00 per Dealer \$ \_\_\_\_\_

**(25% Payable with Contract Application) CONTRACT AMOUNT \$ \_\_\_\_\_**

**Full Payment due no Later than November 15, 2010**

(Make Check Payable To: **HUB DIVISION, INC.**) ---- PAYMENT ENCLOSED \$ \_\_\_\_\_

**Balance due by November 15, 2010 \$ \_\_\_\_\_**

\_\_\_\_\_ Number of Chairs Requested (**FIRST TABLE** Receives 2 CHAIRS – otherwise not to exceed # of tables)

*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 for your records)*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**RETURN FORM WITH PAYMENT TO:**

New England Model Train EXPO  
 HUB Division, Inc  
 PO Box 1154  
 Burlington, MA 01803-6154

**SPECIAL REQUIREMENTS?**  
 (Explain on reverse side)

Information Contact: [showmanager@hubdiv.org](mailto:showmanager@hubdiv.org)

## Special Requirements

- None
- Listed As Follows:



## New England Model Train EXPO Dealer Terms and Conditions

### KEEP THIS FOR YOUR RECORDS

#### **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 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 **FULL**” on or before the date shown on the Application/Dealer Contract.

#### **Payment Terms – Early Reservation ONLY**

Dealer agrees to pay Contract Amount due on or before the date shown on the Early Registration Application/Dealer Contract. Failure of Dealer to pay Contract Amount in full by **June 30, 2010** constitutes a breach whereby Dealer agrees to forfeit any and all right or claim to the discounted rate and agrees to pay the full table rate in effect on July 1 for all tables under contract.

#### **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 will furnish the names of each Dealer to the Commonwealth of Massachusetts and/or to the Exhibition Center upon request.

#### **Show Hours**

The Show is open to the public from 10AM to 5PM on Saturday and 10AM to 4PM on Sunday. Set-up time is Friday from 4PM to 9PM and Saturday from 7AM to 9:30AM. On Saturday the exhibition hall must be vacated by 5:15PM or upon notification by the HUB Show Manager. In order to comply with security requirements, the exhibition hall will not be reopened to anyone except HUB Show staff until 9AM on Sunday. The Exhibition Hall must be vacated by 7PM 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. **NO ONE** 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.

### **“Dealer/Exhibitor” 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.

## 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 \$79.00 per night** for all reservations made by *November 6, 2010*. After that date the special rate is on an “as available” basis at the discretion of the **Best Western Royal Plaza Hotel**.

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 888.543.9500 or [www.rplazahotels.com](http://www.rplazahotels.com)

## No Charge Exhibit Space

For certain items, which are attractions for the public at the Show, HUB will provide no charge exhibit space. These attractions can include Operating Layouts, Workshops, and the HUB White Elephant Table.

## 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.**