



# New England Model Train EXPO

## Application/Dealer Contract – 2018

SHOW DATE: December 1 & 2, 2018

**The HUB Division, Inc.**

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

### New England Model Train EXPO Contacts

<b>Show Director</b>	<b>Dealer Contact is the Show Business Manager Contact Information</b>	<b>Make check payable to The HUB Division Inc. and Mail Contract to:</b>
<b>William "Bill" Harley</b> E-mail: NEMTE.Director@hubdiv.org	<b>Mark Harlow</b> Telephone: (508) 528-8587 E-mail: NEMTE@hubdiv.org	<b>NE Model Train EXPO</b> PO Box 1683 Woonsocket RI 02895-0854

### DEALER INFORMATION

<b>Business Name</b>					
<b>Address</b>	<b>Street</b>				
	<b>City</b>	<b>State</b>	<b>Zip Code</b>		
<b>Mailing Address (if different)</b>	<b>Street</b>				
	<b>City</b>	<b>State</b>	<b>Zip Code</b>		
<b>Massachusetts Sales/Meals Tax ID Number – REQUIRED by Massachusetts Department of Revenue – MGL Chapter 62C (amended by Acts of 2010 Chapter 308)</b>			<b>Massachusetts Sales - Meals Tax ID Number</b>	<b>(CURRENT DOR NUMBER REQUIRED)</b>	
<b>Contact Person</b>	<b>Name</b>			<b>Telephone Number</b>	
	<b>Cell Phone Number</b>		<b>Email</b>		

### 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 3, 2018

CONTRACT DETAILS		Tables Ordered	Table Fee
<b>Totals from - Table Rate Worksheet</b>	(calculated on Page 2)	1a	1b
<b>Electricity Required</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, add - \$15.00 <i>per Dealer</i> on line 2	2	
<b>Total Contract Amount</b> (combine lines 1b and 2)		3	
<b>Minimum deposit of 25% Required:</b>		4	
<i>Make checks payable to</i> : The HUB Division, Inc.	<b>AMOUNT ENCLOSED</b>	4	
<b>Balance Due on or before November 3, 2018</b>	(Subtract line 4 from line 3 and 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 for your records)*

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

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

Complete ALL Information on Page 2

## Table Rate Worksheet

<b>NO DISCOUNT FOR THE FIRST TWO TABLES.</b> A \$5.00 discount per table applies to third and fourth tables and a \$10.00 discount per table applies to the fifth table and above.		<b>Number of Tables</b>	<b>Table Rate</b>	<b>Total Table Fee</b>
<b>First Table</b>			@ \$80.00	
<b>Second Table</b> <i>(Maximum tables at this rate is One)</i>			@ \$80.00	
<b>Third And Fourth Table</b> <i>(Maximum tables at this rate is Two)</i>			@ \$75.00	
<b>Fifth And All Additional Tables</b>			@ \$65.00	
<b>TOTAL TABLE &amp; FEE</b> <small>(include these totals on page one where indicated)</small>	<b>TABLES</b> <small>(enter on line 1a)</small>		<b>FEE</b> <small>(enter on line 1b)</small>	
<b>Number of Chairs Requested</b> <b>(FIRST TABLE receives up to 2 CHAIRS – otherwise total chairs requested not to exceed # of tables ordered )</b>				

## Description/Information For HUB Website

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

Upon full table payment, 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.*

<b>Website Address</b>	
<b>Provide information the HUB can post on our website describing the products you offer so that hobbyist can purchase from you.</b>	

## Name Badge Request

Please **PRINT** names as you request they 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

<input type="checkbox"/>		None
<input type="checkbox"/>		All Tables In A Straight Line <i>(does not imply against a wall)</i>
<input type="checkbox"/>		I Do Not Work From Behind Table [ <b>Prefer Tables Against A Wall</b> ] <i>(on a space available basis)</i>
<input type="checkbox"/>		Other - List As Follows:



# New England Model Train EXPO

## Dealer - Terms and Conditions - 2018

**SHOW DATE: December 1 and December 2, 2018**

**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 the minimum deposit as stated on Application/Dealer Contract when Dealer submits a signed Application/Dealer Contract and to pay the remaining balance "in **FULL**" on or before the date shown on the Application/Dealer Contract.

### **Bank Service Fees**

Dealer agrees to pay a one-time fee of \$35.00 for a returned check, and Dealer agrees to pay \$15.00 for a check that requires redeposit.

### **Sales Tax**

Dealer **MUST** provide on Application/Dealer Contract where indicated, the Massachusetts Sales/Meals Tax ID Number issued/assigned by the Commonwealth of Massachusetts Department of Revenue (MDOR) and to collect and remit applicable sales tax in accordance with the regulations of the MDOR. Dealer is responsible for obtaining its Massachusetts Sales/Meals Tax ID Number from the MDOR.

Dealer acknowledges that HUB is **required** by **Massachusetts General Law** to furnish the Name, Address and Sales/Meals Tax ID Number of each Dealer to the MDOR upon demand and no later than 30 days of the event.

### **Sales Tax Obligation of "Casual Seller"**

Any Dealer claiming to be a "Casual Seller" **MUST** provide on Application/Dealer Contract where indicated, the Massachusetts Sales/Meals Tax ID Number issued/assigned by the Commonwealth of Massachusetts Department of Revenue (MDOR) and must comply with all applicable laws and regulations as promulgated by the MDOR. Dealer claiming to be a "Casual Seller" is responsible for obtaining its Massachusetts Sales/Meals Tax ID Number from the MDOR.

Dealer claiming to be a "Casual Seller" acknowledges that HUB is **required** by **Massachusetts General Law** to furnish the Name, Address and Sales/Meals Tax ID Number of each Dealer claiming to be a "Casual Seller" to the MDOR upon demand and no later than 30 Days of the event.

### **Show Hours**

The Show is open to the public from 10 A.M. to 5 P.M. on Saturday and 10 A.M. to 4 P.M. on Sunday. Set-up time is Friday from 4 P.M. to 9 P.M. and Saturday from 7 A.M. to 9:30 A.M. On Saturday the exhibition hall must be vacated by 5:15 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. **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.

### **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 \$109.00 per night (single or double occupancy), \$119.00 per night (triple occupancy), \$129.00 (quad occupancy)** for all reservations made by **Friday, November 9, 2018**. 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. **THE DISCOUNTED RATE EXCLUDES COMPLIMENTARY BREAKFAST BUFFET.**

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 NEMTE, 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.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**