League of NH Craftsmen, Inc.
49 South Main Street, Suite 100, Concord, NH 03301 603-224-3375 | nhleague@nhcrafts.org

2025 Annual Craftsmen's Fair Booth Holder Contract

THIS AGREEMENT made this day by and between the League of NH Craftsmen, Inc (LNHC) and the undersigned:
In consideration of the obligations and promises described below, the parties agree as follows:

1. **DEFINITIONS**: Each reference in this contract to the following terms shall have the following meanings:
    a. DIRECTOR shall mean the LNHC Executive Director, or his/her designee.
    b. FAIR shall mean the 92nd Annual Craftsmen's Fair, at Mount Sunapee Resort, scheduled to be held August 2-10, 2025.
    c. LNHC shall mean the League of NH Craftsmen, Inc.
2. **LICENSE TO EXHIBIT AT THE FAIR**: Subject to the conditions set forth below, LNHC gives Booth holder a license to exhibit and sell LNHC juried craft at the FAIR.
3. **STANDARDS FOR CRAFT**:
    a. QUALITY OF CRAFT: BOOTH HOLDER will display and/or sell only craft of the same or higher quality and of the same nature as were approved by the LNHC Media Standards Jury. All work exhibited and/or sold must comply with the current LNHC Media Guidelines of the BOOTH HOLDER's juried craft media. All work exhibited and/or sold must comply with the current Standards Policies. The LNHC Standards Committee will determine whether the BOOTH HOLDER is in compliance with quality standards and/or work is appropriate for the FAIR.
    b. REMOVAL OF CRAFT: BOOTH HOLDER acknowledges that a purpose of the FAIR is to demonstrate a variety of craft. The DIRECTOR may, therefore, limit the number of similar production items displayed by BOOTH HOLDER as he/she, in his/her discretion, deems appropriate. The DIRECTOR may require the immediate removal of any craft not complying with this contract, the LNHC Media Guidelines and/or the current Standards Policies.
    c. CRAFT STANDARDS: Any question regarding LNHC Standards or permitted/prohibited craft should be directed to the Event Manager by March 1 of the Fair year. BOOTH HOLDERS wishing to include new work that varies significantly in technique or materials from their current approved body should submit work for a new product review. Reviews must be coordinated through League HQ no later than March 1 of the Fair year.
4. **REQUIREMENTS FOR BOOTHS AND DISPLAYS**:
    a. BOOTH SIZE, LOCATION AND DURATION: The booth to be occupied by Booth holder shall be of the approximate size, location, and duration as indicated in the signed Booth Assignment letter which will be sent by end of March 2025.
    b. BOOTH DESIGN AND CONSTRUCTION:
        i. Booth holder must provide a freestanding booth of sound construction that will fit within the assigned booth space without obstructing or endangering neighboring booths or the public. The booth must consist of walls or other visual barrier to tent walls and adjacent booths. The booth, including the sides, back, outside and rear shall be in a presentable condition at all times. Booth holder must be prepared in the event that all or part of the outside of walls and/or rear of booth is visible; it is the booth holder's responsibility to finish or cover any exposed portion(s) of outside of booth.
        ii. Interior booths shall have a maximum height of ten (10) feet. Exterior booths shall have a maximum height of seven (7) feet at the perimeter of the booth. The booth must not come in contact with or be connected to the tent.
        iii. LNHC will strive to meet ADA regulations concerning the use of floors and ramps. The booth floors must not exceed two (2) inches in height at any point of entrance. Ramps, if used, must be at least three (3) feet in width and of sound construction; ramps must not extend beyond booth space.
    c. BOOTH SPACE: Booth walls, displays, floors/ramps, craft, storage materials, signs, and other possessions of booth holder shall be kept within the assigned booth space. Nothing shall be displayed outside of the booth space or project beyond the booth space. Booth holders of interior booths may not occupy the electrical access aisle behind their booths or use it for any purpose. Booth holders are

permitted to place a chair in the aisle during weekdays only, provided the chair does not obstruct access by fairgoers to neighboring booths. No demonstrations or solicitations, including literature, shall be permitted outside of the booth space without the prior written authorization of the DIRECTOR. Should your presentation cause congestion in the aisle, the DIRECTOR reserves the right to ask you to refrain for a period of time.

d. LABELING AND SIGNS: All objects must be labeled to comply with federal and other labeling laws when applicable. Sale or Discount signs are prohibited.
e. REMOVAL OF DISPLAY: The DIRECTOR may require the immediate removal of any displays that do not comply with this Contract.
f. ELECTRIC CODE:
    i. BOOTH HOLDERS in 10 x 10, or 10 x 12 spaces will be allotted 500 watts of electricity. BOOTH HOLDERS in a 10 x 15 space will be allotted 750 watts of electricity.
    ii. BOOTH HOLDERS who would like to purchase additional electricity need to contact the Event Manager with payment by June 6th, 2025. Orders cannot be accepted after that date. Booth holders may not exceed the total wattage amount as specified and must abide by all other safety and electrical regulations. Failure to comply will result in a written infraction ticket and fine, as well as a fee of $1.00/watt for each excess watt used.
    iii. All booths must utilize a power strip with surge protector. Extension cords from the tent's electrical box to power strip must be #14 gauge and no longer than fifteen (15) feet. Commercial grade extension cords must be used. Wiring may not show excessive wear or be spliced or taped together. Excess wire cannot be coiled, as the coiling of wire causes an overload of circuits. Use of microwaves, hairdryers, irons, or major appliances is prohibited.
    iv. LNHC will not be held responsible for damage to any of BOOTH HOLDER's electrical equipment. (Please consult your lighting supplier for equipment appropriate to outdoor weather extremes including heat, rain, dust and thunderstorms.) All booths will be inspected periodically throughout the fair for adherence to safety regulations and electrical wattage limitations.

5. ON-SITE EVALUATION:
    a. EVALUATION/ON-SITE JURY: A panel of jurors will evaluate all booths on presentation as a marketing venue for BOOTH HOLDER's work and award scores from 5-1. Detailed information on the scoring process will be provided to all participants in advance of the event.
    b. UNSATISFACTORY ON-SITE EVALUATION: Booth holders whose on-site evaluation scores fall below two (2), Acceptable, will receive written notification on-site. They will need to complete a written contract to address the problem(s) by the 93rd Fair and will be placed on the waiting list for the next placement process. If the contract is not fulfilled, they will not be permitted to exhibit at the 93rd Fair in 2026.
6. CONSIDERATION BY BOOTH HOLDER:
    a. BOOTH HOLDER'S CONDUCT: BOOTH HOLDERS & ASSISTANTS are to behave in a professional and cooperative manner at all times during the planning, set-up and duration of the Fair. BOOTH HOLDER & ASSISTANTS shall be considerate of other booth holders and their property, as well as of LNHC staff members, Mount Sunapee staff, all Fair employees, volunteers and customers. Booth holders are responsible not only for their own conduct but for that of anyone attending the Fair in connection with their booth as they represent you as an exhibitor. Consequences and infractions are listed under section 7.
    b. SALES REPORTS: booth holders are required to complete a Sales Report Form supplied by LNHC, providing daily sales totals and the BOOTH HOLDER'S name and/or booth number. Booth holder shall submit a report on gross sales and all retail transactions initiated at the Fair, including retail orders which will be transacted at later date. Booth holder need not report on wholesale orders. Four-day BOOTH HOLDERS shall submit sales reports by 6:00 pm Tuesday, August 5th, 2025; five-day and nine-day BOOTH HOLDERS shall submit sales reports by 6:00 pm. Sunday, August 10th, 2025. Sales reports are turned in to the Event Manager or designated League staff. Name and/or booth number/letter must be included on the sales report. If not submitted on time, a half point booth score deduction may occur for the following years placement.
    c. NOISE LEVELS: Noise shall be kept at a minimum. Public address systems are not allowed. LNHC reserves the right to restrict or prohibit the playing of musical instruments not related to their craft, radios, tape players, and similar electronic devices.
    d. FULFILLMENT OF ORDERS: Booth holder shall accept only such orders and other commitments at the FAIR as Booth holder can feasibly fulfill within a reasonable time defined as 90 days unless otherwise

noted on the customer's receipt. Returns or complaints must be addressed immediately. The shipping date of all orders taken at the Fair must be written on the customer's receipt. It is recommended that booth holders not take (full) payment until the item is shipped. Failure to fulfill orders taken at the Fair within 90 days is a violation of contract.

e. WITHDRAWL FROM FAIR: BOOTH HOLDER must withdraw from the FAIR by June 30th unless a doctor's note or written explanation of personal hardship is submitted to the Events Committee and Executive Director. Failure to comply will result in an infraction fine and booth holder will be placed on the wait list for the next Fair. All fees paid up until the drop date are the property of the LNHC. A request for compassionate release and full or partial refund of fees paid will be reviewed by the Events Committee and determined on an individual basis. Health related release requests require a doctor's note in addition to a statement from the booth holder. (See section 8 B regarding non-refundable fees.)
f. FAILURE TO OCCUPY SPACE: In the event that setup is not complete and a 9 or 4 day Booth holder does not occupy the booth space by 3:00 PM on Friday, August 1st, 2025 or a 5 day booth holder does not occupy their space by 9 AM on Wednesday, August 6th, 2025, LNHC may consider Booth holder in default and may use the space for other purposes, including licensing its use by other booth holders, as it deems appropriate, without rebate or allowance whatsoever to Booth holder.
g. DURATION OF EXHIBIT: Booth holder shall maintain a full exhibit of craft for booth duration of days set forth in the Booth Assignment letter and shall not begin breakdown earlier than 5:00 PM on their final sales day.
h. BOOTH STAFFING: The booth shall be staffed and open for sale of craft at all times during FAIR hours. Volunteers are not responsible for sales.
i. BOOTH HOLDER PRESENCE AT EXHIBIT: In order to assure that craftspeople are generally accessible to the public during the FAIR, Booth holder shall be personally present at the booth for at least six (6) FULL DAYS of the nine (9) FAIR days and be present during all four (4) weekend days. A FULL DAY runs from 10 AM to 5 PM at minimum. Four-day or five-day booth holders must be present for at least three (3) entire days to include the two (2) weekend days plus one (1) other day. Compassionate Release from this requirement to be reviewed by the Events Committee on an individual basis.
j. INSPECTION: Booth holder shall allow the inspection of the booth by the DIRECTOR or his/her designee at any time.
k. PETS: BOOTH HOLDERS are not to bring pets to the FAIR including during set up and break down, and pets may not be left in vehicles.
l. INFLAMMABLE MATERIALS PROHIBITED: Booth holder shall not ignite or burn inflammable materials, including but not limited to candles, incense, and tobacco products, while inside Fair tents or within ten (10) feet of any Fair tent. There is no smoking on the Fairgrounds.

7. PROCESS FOR INFRACTIONS:
    a. Violations of any requirements or restrictions as set forth in REQUIREMENTS FOR BOOTHS AND DISPLAYS (see #4) and/or CONSIDERATION BY BOOTH HOLDER (see #6) above will result in sanctions. Sanctions may include, but are not limited to, verbal warnings, written warnings, monetary fines, loss of onsite jury score points which will be cumulative, and/or exclusion from future Fairs. The tent captain or a staff member may issue verbal warnings with instructions to cease or correct problems immediately. If the problem is not corrected within a reasonable period of time, a written Notice of Infraction and a fine may be issued by a staff member. The Infraction Notice may also result in loss of onsite jury points from the FAIR which may be cumulative. There is a process for appeals through the Events Committee.
    b. Serious breaches of conduct, absence or behavior by a BOOTH HOLDER, including but not limited to violent, threatening, abusive or harassing conduct or behavior, and use of alcohol or illegal drugs may result in immediate suspension, in whole or in part, from the remainder of the Fair activities. This action would be taken at the good faith discretion of the Events Committee and Executive Director, only after the BOOTH HOLDER has had an opportunity to be heard by the Executive Director and Events Committee Chair or Representative. There is a process for appeals through the Events Committee after the Fair.
8. BOOTH HOLDER FINANCIAL OBLIGATIONS:
    a. BOOTH FEES: Booth fees shall be as set forth in the signed Booth Reservation form.
    b. DEFERRED PAYMENT: Deferred payment plans are available. BOOTH HOLDERS who choose the deferred payment plan shall pay an additional administrative fee and must adhere to the deadlines and regulations set forth in the Deferred Payment Plan. Late payments on deferred payment plans could be assessed a half point deduction on booth placement score for the following years placement

c. CANCELLATIONS: Cancellations must be made in writing with signature. All contracted fees due to LNHC by that time are non-refundable. Booth holder whose booth space cannot be filled will be obliged to pay the remainder of booth fee. Exceptions may be made only in extenuating circumstances following an appeal and at the discretion of the Events Committee and Executive Director.
d. LATE FEES: Any payments for booth fees or sales commissions not received by the due date will be subject to a five dollar ($5.00) per day late fee. Late payments could be assessed a half point deduction on booth placement score for the following years placement.
e. PAYMENTS NOT REFUNDABLE: Any payments to be made to LNHC under this contract shall be deemed fully earned when paid and are not refundable.

9. PROHIBITION OF ASSIGNMENT: Booth holder may not assign any rights under this contract, including any rights to use of the booth, without LNHC's express written consent.
10. SERVICES PROVIDED BY LNHC: LNHC shall provide to Booth holder the following services:
    a. ADMINISTRATION: Administration of the FAIR, including publicity and promotion.
    b. BOOTH SPACE: A booth space of the approximate size and location as described in the Booth Assignment letter, or of equal value as also stated.
    c. SUPPORT: Administrative support services, including first aid personnel, credit card service (with a fee), electrical service, information sources
    d. PROGRAM: A FAIR Program listing of BOOTH HOLDER's name, booth number, and media category. LNHC will not be held responsible for errors and omissions occurring during the program print.
11. REPRESENTATION AND WARRANTIES BY BOOTH HOLDER: BOOTH HOLDER represents and warrants the following:
    a. MEMBERSHIP: Booth holder is a juried member of the LNHC, in good standing, with all dues and fees paid prior to the start date of the Fair;
    b. RESIDENCY: Booth holder meets all LNHC residency requirements;
    c. INTELLECTUAL PROPERTY: The exhibition and sale of the craft by Booth holder will not violate any copyright, trademark or other such laws for the protection of literary or artistic work.
12. BREACH OF CONTRACT: Booth holder shall be considered in breach of this contract before, during, or following the FAIR, if Booth holder:
    a. NONPAYMENT: Fails to pay any amount when due to LNHC;
    b. NONCOMPLIANCE: Fails to comply with any of the terms and conditions of this contract;
    c. FALSIFICATION: Makes representation or warranty made in this contract false or misleading in any material respect;
    d. IMPROPRIETY: Fails to conduct him/herself in an appropriate, cooperative and professional manner (refer to #6).
13. REMEDIES OF LNHC UPON BREACH BY BOOTH HOLDER: Upon breach of this contract by Booth holder, LNHC may exercise any or all of the following remedies in addition to all other remedies granted by law for breach of contract:
    a. FINES: LNHC may levy a $50.00 fine, with the exception regarding electrical regulations noted in 4 F.ii, that must be paid prior to admittance to any future show.
    b. REDUCTION OF ON-SITE EVALUATION: LNHC may reduce the BOOTH HOLDER's on-site evaluation score. Reductions may be cumulative which can eventually lead to disqualification from the show.
    c. SUSPENSION: LNHC may suspend Booth holder's right to exhibit and sell craft at the FAIR until Booth holder complies with this contract.
    d. TERMINATION OF CONTRACT: LNHC may terminate this contract. Upon such termination, if occurring during the FAIR, Booth holder shall promptly vacate the booth and remove all craft and possessions from the FAIR.
    e. DISQUALIFICATION: LNHC may disqualify Booth holder from participating in future fairs and other LNHC events.
14. INTERPRETATION OF CONTRACT AND DISPUTE RESOLUTION: The interpretation of this Contract by the DIRECTOR shall be binding on the Booth holder and all participants in the FAIR. The DIRECTOR may appoint such persons to act on his/her behalf in the performance of his/her duties, as he/she deems appropriate.
15. RISK OF LOSS
    a. INSURANCE: Booth holders must carry their own general liability insurance for the FAIR. To that end, LNHC requires (1) proof of BOOTH HOLDER General Liability coverage, naming the "League of NH Craftsmen, 49 South Main Street, Suite 100, Concord, NH 03301" as an additional insured on the policy, from an insurance company in good standing with minimum policy limits of $1,000,000 per occurrence

and $2,000,000 in the aggregate. PROOF OF INSURANCE MUST BE GIVEN TO THE LEAGUE BY May 1st, 2025. If your insurance renewal date falls between May 1st and July 30th, you must contact the League to establish when proof of insurance will be provided. If not in compliance, BOOTH HOLDER will be unable to participate on the Fair grounds. If your insurance binder is not to the League by the due date you will forfeit your booth and no refunds will be given.

b. BOOTH HOLDER LIABILITY: All property of every kind owned by or in the possession or control of the Booth holder, including all craft at Booth holder's booth, shall be at the sole risk of the Booth holder. Booth holder releases LNHC, LNHC employees, officers, and agents from any liability for any loss, damage, or injury, to such property from any cause whatsoever, unless caused by the willful acts of LNHC.

16. INDEMNIFICATION OF LNHC: I the "BOOTH HOLDER" at the 92nd Annual Craftsmen's Fair, August 2-10, 2025, Mount Sunapee Resort, Newbury, NH, agree to indemnify and hold harmless LEAGUE OF NH CRAFTSMEN INC., and its agents, representatives, employees, servants, volunteers, independent contractors, officers, officials, and directors, in their individual, business, and official capacities, against all loss, damage, liability, or expense, including court costs and attorney fees, for any injury to BOOTH HOLDER or to third parties or their property, resulting from any act, failure to act, or negligence of BOOTH HOLDER.
17. INDEPENDENT CONTRACTOR: Booth holder acts as an independent contractor. This contract does not create any other relationship between LNHC and Booth holder, whether as bailor/bailee, or landlord/tenant, except as expressly stated.
18. COMPLETE AGREEMENT: This agreement constitutes the complete understanding between the parties and may not be changed except by an agreement in writing signed by both parties.
19. WAIVER: The waiver of any of the terms and conditions of this Agreement shall not be deemed to constitute a subsequent waiver of the same or any other terms or condition.