



# NECANN EXHIBIT SPACE APPLICATION & CONTRACT

## THREE DAYS: MARCH 22-24, 2019

### HYNES CONVENTION CENTER, BOSTON

[necann.com](http://necann.com)

Company Name \_\_\_\_\_

Exhibitor Booth Sign/Show Program (if different from Company Name) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Mobile \_\_\_\_\_

Website \_\_\_\_\_

Tax ID or Social Security # (IMPORTANT! REQUIRED BY MA DEPT OF REVENUE) \_\_\_\_\_

### PRODUCTS TO BE DISPLAYED:

**NOTE: Subletting is prohibited.** Only those products listed below & approved by show management will be permitted to be displayed:

#### EXHIBIT SPACE RENTAL:

Booth fee includes: 6' draped table, 2 chairs, 8' tall back drape, 3' tall side drape, booth ID sign, listing in show program, listing & link on show website, and 4 exhibitor badges for staff. Does not include electricity.

<u>Booth Size</u>	<u>Booth Price</u>	<u>Total</u>
10' x 10'	\$2,500	\$ _____
10' x 20'	\$4,000	\$ _____
Corner	\$500	\$ _____

Other (Call 781-343-1783 for pricing)

**TOTAL** \$ \_\_\_\_\_

**50% Deposit Due on Signing** \$ \_\_\_\_\_

**BALANCE DUE January 18, 2019** \$ \_\_\_\_\_

**AGREEMENT:** We agree to abide by all terms, conditions, rules and regulations governing NECANN as contained herein as well as the exhibitor manual which is part of this application. Acceptance of this application by NECANN constitutes a binding contract.

X \_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

#### PAYMENT:

#### **\$500 deposit required upon signing**

Applications must be followed with a deposit by check or credit card within 7 business days. Space will not be assigned until application and deposit are received.

I would like to pay  50% Deposit  Full Payment Amount

**By check (*Make checks payable to Paragon Group, Inc.*)**  
(Company check preferred. US Banks only.)

**By credit card**

Card Type \_\_\_\_\_

Name on Card \_\_\_\_\_

Credit Card No. \_\_\_\_\_

Exp .Date \_\_\_\_\_

Signature \_\_\_\_\_

- *I authorize Paragon Group to process payments on given credit card. Unless otherwise instructed, deposit will be charged when application is received and balance will be charged on March 1, 2018.*

#### RETURN APPLICATION VIA:

**MAIL:** Paragon Group, Inc. - 197 1<sup>st</sup> Avenue, Suite 150 - Needham, MA 02492

**FAX:** 781-453-0407

**EMAIL:** [dgerth@paragonexpo.com](mailto:dgerth@paragonexpo.com)

**Questions? Call David Gerth at 781-343-1783**

FOR SHOW MANAGEMENT USE ONLY

Application Received by	Date	Deposit Rec'd	Check #	Balance Due
Space Assigned	Corner(s)	Space Size	Notes	

# NEW ENGLAND CANNABIS CONVENTION BASIC TERMS AND CONDITIONS

## 1. Contract

This application, properly executed by Exhibitor shall upon written acceptance by New England Cannabis Convention constitute a valid and binding contract. New England Cannabis Convention reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the Convention. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the Exhibitor's Manual are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof.

## 2. Exhibit Space

Rental shall be paid upon the following terms in order TO GUARANTEE EXHIBIT SPACE. A deposit of 50% of the booth fee is due immediately with Space Application. Balance of space must be paid 40 days prior to the show date. Faxed applications must be followed by a check within seven working days of receipt of fax. Full payment is required in advance of move-in dates. Management reserves the right to determine eligibility of Exhibitors and appropriateness of Exhibitors' products/services before acceptance of contract. Exhibitor will not be permitted to move in without full payment.

## 3. Subletting Space

Subletting is prohibited. No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted, or has representatives' equipment or materials from other than its own firm in the said place without the written consent of Show Management.

## 4. Aisles

The aisles, passageways and overhead spaces remain under the control of New England Cannabis Convention, and no signs, banners, advertising materials or exhibits, will be permitted in those areas without permission from New England Cannabis Convention. All exhibits and personnel must remain in confines of their own spaces. See exhibitor manual for specific details.

## 5. Exhibit Removal

No exhibits, part of an exhibit or merchandise may be removed from the Building until 6:00 p.m. of the closing day without approval from New England Cannabis Convention. All Exhibits and materials must be removed by the stated times as posted in the Exhibitor's Manual. The set-up and breakdown schedules must be strictly adhered to for the safety and convenience of all show exhibitors, attendees and the timely presentation of the show. Each Exhibitor must have an attendant in the display during all hours of the show. Anyone arriving late, leaving early or breaking down during show hours, may be denied entrance to future shows.

## 6. Liability of Exhibitor

The Exhibitor is entirely responsible for the space occupied by Exhibitor and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building. Furthermore, Exhibitor shall not affix to the walls or windows of the Building any advertisements, signs, etc., or use adhesive type material on any painted surfaces. The Exhibitor agrees to reimburse New England Cannabis Convention and/or the Building for any loss or damage occurring to the premises or equipment.

## 7. Booth Display

Included in the cost of the exhibit space is standard 8' back drape, 3' side rail drape, booth ID sign, 4 exhibitor badges for staff, 24 hour security service, and listing in the Official Show Program. Tables & chairs can be rented through the decorating company listed in the Exhibitor Manual. Please place orders directly through the facility for electrical, internet and phone line services. The Exhibitor Manual contains all the pertinent internet numbers and will be emailed approx. 8 weeks prior to the Show. Absolutely no cardboard or hand written signs of any kind will be permitted to be used in the display or construction of any booth.

## 8. Show Restrictions

- **ABSOLUTELY NO SMOKING/VAPING** etc. inside the venue!  
Violators subject to ejection without refund.
- No food or drink may be sold without NECANN management approval.
- Marijuana or Cannabis in any form cannot be displayed, sold or distributed at this event. No Exhibitor/Vendor or Attendee shall be in open possession of Cannabis at the Convention Center. No sampling or ingesting of edibles that are infused with Cannabis/THC or CBD is allowed on the premises.

## 9. Local Ordinance

All exhibits must comply with all City, State and Federal laws, ordinances, regulations and Fire Marshall Instructions. Any and all City, State or Federal licenses, inspections, permits or taxes required by law of any Exhibitor in the installation or operation of his exhibit, shall be obtained by the Exhibitor at Exhibitors own expense prior to the opening of the Convention. Exhibitors must have in their possession at the show any licenses or permits required by the City or State.

## 10. Cancellation of Contract

The Exhibitor shall forfeit his right to the space, all prepaid costs and upon demand, pay any balance owing to New England Cannabis Convention if Exhibitor fails to occupy or use his space or to have his exhibit completed by last designated hour of the opening day of the Convention. If the Exhibitor forfeits the space, New England Cannabis Convention may re-let the space without liability to Exhibitor. If this contract is cancelled by Exhibitor for any reason, or by New England Cannabis Convention because of Exhibitor's default or violation of this agreement, monies paid to New England Cannabis Convention by Exhibitor shall be retained as follows: If cancellation occurs 40 days or more prior to the opening day of the Convention, New England Cannabis Convention shall retain the required deposit, as noted on the front of this agreement and shall return the balance to Exhibitor. If cancellation occurs within 40 days prior to the opening day of the Convention, New England Cannabis Convention shall retain the entire amount paid to date. ***Any cancellation must be in writing.***

## 11. Disputes Resolved by Arbitration

Should any dispute arise between the parties concerning this Agreement or matters contemplated herein, the same shall be resolved by binding arbitration, conducted pursuant to the rules and regulations of the American Arbitration Association. Any arbitration commenced hereunder shall be held in Boston, Massachusetts, by one arbitrator (who shall be a lawyer) in accordance with American Arbitration Association rules. Each party shall bear its own cost of arbitration.

## 12. Liability of N. E. Cannabis Convention

If the Convention is cancelled, delayed, interrupted or not held as scheduled for any reason, other than an act of God, Exhibitor's damages shall be limited to only the cost of the reserved space paid to New England Cannabis Convention and New England Cannabis Convention shall not be liable for any other damages or expenses; New England Cannabis Convention shall not be liable for any refund, damages or expenses if caused by an act of God. In the event of any breach of contract other than cancellation, delay, interruption, or not holding the show as scheduled, Exhibitor's damages shall be limited to the cost for the reserved space paid to New England Cannabis Convention.

## 13. Indemnification

Exhibitor shall protect, indemnify and hold harmless New England Cannabis Convention, Hynes Convention Center, their officers, agents and employees from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the exhibit and activities of the Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees or visitors of Exhibitor, including but not limited to claims, damages, losses and expenses arising out of or resulting from the performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright lies.

## 14. Consent to Use Exhibitor's Likeness

Exhibitor hereby consents to New England Cannabis Convention's royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images for the purpose of advertisement and promotion of this and future shows.

## 15. Exhibitor Conduct

The Exhibitor shall not conduct himself in such a manner or operate Exhibitor's equipment at a level of sound that is determined at the sole discretion of Show Management to be determined to the welfare of the show or of other exhibits. Show Management reserves the sole right at its discretion to take whatever action is necessary to force the Exhibitor to observe the foregoing.