

EXHIBITOR'S CONTRACT
Nantucket Art & Artisan Virtual Show
July 18 - 21, 2024

Dates: July 18-21, 2024. Sales and auction go live on Thursday, July 18, 2024 at 5 PM. Show continues through Sunday, July 21, 2024 at 5 pm.

Show sites: nantucketartandartisanshow.org also <https://events.handbid.com/>

\$100 payment is required with this contract which is due **June 5, 2024**. Make check payable to **Small Friends on Nantucket**. We will accept credit card payments. Contract may be emailed.

The Exhibitor and Small Friends on Nantucket (Small Friends) hereby further agree as follows:

- Exhibitor shall provide Small Friends with an item from their business for the auction. Auction item donated by exhibitor shall have a starting bid at 40% of the Fair Market Value (FMV) of the item and bidding increments will be 10% of the starting bid unless otherwise requested by the Exhibitor. Details of the auction are listed below.
- Small Friends shall provide Exhibitor with a receipt acknowledging the auction item.
- Exhibitor shall provide Small Friends with their business logo to be used as the primary image on the virtual platform. Up to five additional images may be submitted.
- Exhibitor shall not assign or otherwise transfer its rights under this contract without prior written approval of Small Friends.
- Exhibitor shall comply with all rules and regulations of the virtual exhibit space. This includes, but is not limited to, providing Small Friends with a functioning link to Exhibitor online retail space such as a website or Etsy store which shall be used for and promoted through the show.
- Exhibitor agrees that Small Friends may use the Exhibitor's name in any publicity and/or promotion in connection with the Show.
- Small Friends reserves the non-exclusive right to use photographs of show merchandise and display for promotional purposes.
- Small Friends agrees to promote the show using various outlets which may include but are not limited to WACK-FM Nantucket's local radio station, our social media accounts, and digital media sites including New England Home Magazine, N Magazine, Nantucket.net, Day Break Nantucket, the Inquirer and Mirror, the Nantucket Chamber of Commerce, and Nantucket.net.
- Exhibitor shall be solely responsible for obtaining and paying for adequate insurance on items exhibited and shall indemnify and hold Small Friends harmless from any and all claims, damages and liability in connection with the Exhibitor's property and the exhibit and sale thereof.
- Exhibitor shall be solely responsible for all shipping and handling costs associated with sale of items, including insurance. This includes the auction item.
- Exhibitor shall be solely responsible for all sales taxes associated with the sale items.
- Exhibitor shall receive and keep 100% of the proceeds of all sales made during the show.
- Exhibitor is encouraged to share the show via postings on social media, newsletters, and websites.
- Neither Small Friends nor any of their agents, employees or representatives, shall be responsible for, and Exhibitor shall indemnify and hold each of them harmless from, (a) any injury, claims, damages, or other liability suffered or alleged by the Exhibitor, its employees, agents or property and (b) any claims, damages or liability to any third person, including other Exhibitors, Show Visitors and Buyers of Exhibitor's items, arising out of, or as a result of, the actions of the Exhibitor, its agents or employees or any breach of Exhibitor's obligations hereunder.

- If for any reason, in the opinion of Small Friends, it becomes impossible or impractical to host the Show, Exhibitor shall hold Small Friends and their agents harmless and the Exhibitor shall be entitled only to the return of its payment and auction item, and Exhibitor hereby waives any and all claims for damage.

Cancellations - This contract may only be canceled by Exhibitor if notice, in writing, is received by Small Friends on Nantucket before June 5, 2024.

Refunds will be payable 30 days after the show has ended.

If notice of cancellation is received after June 5, 2024 the Exhibitor is liable for full payment of \$100.

Please return this signed contract along with the \$100 payment in full made payable to Small Friends on Nantucket by **June 5, 2024**.

Exhibitor's Signature:

Date of signing:

Exhibitor's Name:

Business Name:

Business Address:

Business Website/Etsy/Etc.:

Phone Numbers Cell:

Office:

Email:

Exhibitor must provide an item for our silent auction. Please email an **image** of the item you will be providing with a **detailed description** and **retail value**. We will be posting this item on our virtual auction site.

Exhibitor shall either (please check off your preference below):

ship or deliver auction item to Small Friends prior to June 28, 2024 OR

ship or deliver auction item to auction winner within 14 days of the close of the auction on July 21, 2024.

All shipping costs including insurance to be paid by Exhibitor.

All proceeds of the auction benefit Small Friends on Nantucket.

Item Name: _____

Item Description: _____

Value: _____

This is a fundraiser for Small Friends on Nantucket. Small Friends seeks to enhance the quality of life for families and meet the needs of working parents by providing the highest quality early education and care for the children of Nantucket year-round. 100% of the proceeds of this event help provide affordable care for children on island.

Mail to - Small Friends on Nantucket, 21 Nobadeer Farm Road, Nantucket, MA 02554

Or **Email to** – nolson@smallfriendsnantucket.org

Questions- Call Catherine at 508.228.6769