

## **MAINE BUILDING EXHIBITOR TERMS AND CONDITIONS**

**Application:** Exhibitors shall have completed an application informing Building Management of their interest to be considered to exhibit at the Maine Building. The application collects important contact information, and captures applicant Interest, Aims, and Product & Services Description(s). Not all applicants are awarded space. Those awarded space must agree to these terms and conditions.

**Conduct:** Exhibitors are expected to work cooperatively and professionally with their staff, each other, Building Management, and the Department (and/or their designees and representatives) to showcase the best of Maine. Professional standards of customer service are expected while the Exhibitors are representing the State of Maine, including interactions with Building guests and shoppers. Resources are available to guide customer service de-escalation techniques, and customer service training. Exhibitors should communicate on-site conduct concerns to Building Management.

**Exhibitor Resources:** Exhibitors shall be responsible for learning and using resources made available for their success. Resources are shared publicly on the Maine Department of Agriculture, Conservation and Forestry (DACF) webpage, [www.maine.gov/dacf/bigmainebuilding](http://www.maine.gov/dacf/bigmainebuilding), and may include trainings, orientation, webinars, and meetings. Failure to participate in training and orientation activities may result in loss of Exhibition privileges and/or termination of Agreement.

**Logistics and Operations:** Exhibitors may be required to submit additional information that will support Building Management's operational and event planning needs and promotional efforts to ensure a successful event and Building viability. This may include coordinating with stakeholders such as Eastern States Exposition (Event) officials and local municipal officials. Exhibitors will be required to submit requested reports and data by provided deadlines to inform the Department about sales, marketing, and outreach metrics.

**Deadlines:** Exhibitors agree to comply with stated timelines and deadlines. Failure to do so may impact successful participation in the Event and may result in forfeiture of exhibit space and/or termination of Agreement. Failure to comply may result in future ineligibility.

**Booth and Inclusions:** Booth assignments are made at the discretion of the Department. The Department will take Exhibitor requests into consideration regarding booth assignments. Booth space includes a subleased area where Exhibitors can set up their display. Access to electrical outlets within the display area will be provided at no additional cost to Exhibitors.

**Services and Amenities:** Exhibitors may need additional services and amenities to set up and support their exhibit. Building Management may help Exhibitors assess available amenities and services to support the operation of the exhibit but does not assume financial responsibility or liability for any of those amenities, utilities, or services. Additional storage space on the grounds, or at local storage facilities may be available for a fee. Unless otherwise stated, Exhibitors assume responsibility for admission and on-site parking credentials.

**Exhibition Area and Presentation:** Booth, signage and other structures must be limited to the allotted area unless otherwise authorized. All signage, banners and designs must be professional and attractively displayed for a retail customer interaction. Obstructive signs may be adjusted or removed. Exhibitors and their staff, agents, employees, associates and/or representatives' behavior and actions must be courteous, professional, and cooperative at all times. Exhibit space must be kept clean and tidy. No adhesive stickers and/or decals of any kind may be distributed in the Building. No beverage to be consumed on premises may be sold or distributed in glass containers. Exhibitors are responsible for maintaining quality standards of their products for the exhibition duration to keep with the integrity of the Maine brand and to support the aims of the Building. Quality standards are reasonable expectations for product, personnel, and customer safety, and standards for a given product, enterprise, and industry. This includes staff attire. All items for sale must have prices plainly posted. Prices must be maintained throughout the duration of the fair, unless change is authorized by Building Management, no special weekend, or final sales. A receipt for the merchandise should be given at the time of sale. Exhibits must be always staffed during Event hours. Exhibitors assume responsibility for staffing including for load-in and out,

display set-up and removal. Exhibitors must provide adequate staffing, support, and inventory during operating hours of the entire exhibition. Exhibitors utilizing exhibition space for storage and/or operating outside the dates of the fair do so at their own risk and the Department shall not be liable for any damage or loss.

**Event Setup and Dismantling:** Exhibit structures may be set up –excluding inventory – prior to load in times, providing Exhibitor is paid in full, and receives written authorization from Building Management may set up prior to load-in. No Exhibit may be dismantled or packed in preparation for removal before the set load out time. Failure to comply may result in future ineligibility.

**Waste Collection and Disposal:** A janitorial service is provided for all public areas of the Building. Exhibitors are responsible for removing all trash from their individual space, the shared break and food equipment wash areas and for immediately reporting any plumbing or electrical, or waste issues in shared spaces to Building Management. Exhibitors shall collapse all empty boxes and cardboard, package trash, sweep booth space, and place into separate piles in front of booth space for mechanical sweeping after close of business. Trash must not be placed in the aisles during business hours: it must be taken to designated collection containers shared by all Exhibitors. Exhibitors shall be responsible for proper disposal of grease and compostable materials. Exhibitors shall furnish their own approved cleaning supplies for equipment cleaning but shall have use of shared wash and cleaning areas for food equipment. Sinks designated for food grade activities shall be used for such and must not be used for non-food purposes. The Exhibitors using the shared washing area shall keep it clean and must always comply with health standards. Failure to comply may result in future ineligibility.

**Event Hours of Operation:** The State of Maine Building will be open daily to the public during The Big E! fair at the Eastern States Exposition from 10:00 a.m. to 9:00 p.m. for 17-days beginning the first Friday after Labor Day. During the event, Exhibitors may have access to the Building from 9 a.m. until 9:30 p.m. Booths must be ready each day for a prompt opening and remain operating and staffed until close of business each day during business hours. The Eastern States Exposition has authority over The Big E! schedule and ground access by any and all Exhibitors at the fair. Schedule and access information is communicated to Avenue of States representatives (Building Managers) on a regular basis.

**Building Access Outside Event Hours:** Building Management and/or its designees will provide Building access outside event operation hours to Exhibitors in good standing, which includes, but is not limited to, full payment and completion of all required paperwork, certifications, etc. All Exhibitors and their designees and guests needing building access outside event hours of operation and exhibition schedule must sign the Building register to record their visit to the premises. To request access, Exhibitors must email Building Management at [ACFBigE@Maine.Gov](mailto:ACFBigE@Maine.Gov) with anticipated arrival times, duration of access in the Building, and dates, **and a minimum of 5 business day's notice is required.** Building Management will use this information to schedule Building opening and access for Exhibitors. There is limited access during the month of August due to site preparations.

**Non-Smoking and Non-Vaping Policy:** All buildings and property on the Avenue of States at Eastern States Exposition are NON-SMOKING and -VAPING areas. Staff, Exhibitors, and contractors of the State of Maine Building must be at least 100 feet from any entrance or exit of the State of Maine Building when smoking. Failure to comply may result in future ineligibility.

**Compliance with State of Maine Workplace Policy Regarding, Non-Smoking, Drug and Alcohol Use, and Harassment:** The venue is a non-smoking facility. It is the policy of the State of Maine to maintain an alcohol and drug-free work environment and one that is free of intimidation and harassment. Exhibitors and contractors, and their respective agents, employees, representatives, associates and Building staff shall comply with the State of Maine workplace policies for drug-free workplace during the event hours of operation, and outside event hours of operation. Participants and contractors, and their respective agents, employees, representatives, associates and Building staff shall comply with the State of Maine workplace policies. Failure to comply may result in future ineligibility.

**Department's Representative:** Building Management shall be the Department's representative during the period of this Agreement. They have the authority to curtail services if necessary to ensure proper execution of Agreement. They shall certify to the Department when payments under the Agreement are due and the amounts to be paid. They shall make decisions on all claims of the Exhibitors, subject to the approval of Department Commissioner.

**Safety, Security, Personal:** Exhibitors are solely responsible for their property, valuables, money, and inventory always and is encouraged to protect such items. All exhibits and portions thereof must fully comply with applicable health, fire and safety codes, rules, ordinances, regulations, and statutes. Exhibitors must comply with emergency safety protocols required by Building Management and/or its designees. Exhibitors are solely responsible for obtaining any and all state and municipal licenses and certificates necessary to lawfully conduct business in the State of Maine Building during "The Big E!", on the Eastern States Exposition grounds in West Springfield, Mass. Exhibitors must provide proof of training and/or certification for compliance with applicable codes, ordinances, laws, and regulations. Exhibitors shall take care to provide their own personal needs items; life and safety outposts are located on the grounds and provided on a best effort basis by the Eastern States Exhibition. Exhibitors and their staff shall not invite or otherwise allow public access to non-public spaces of the Building, including, and not limited to, Exhibitor and Building storage areas, Building stairwells, elevator, and second-floor spaces, reserved for credentialed Exhibitors and Department designees. Failure to comply shall be subject to compliance clause of this agreement, and may result in a janitorial service fee at rates within the Building's janitorial contract. Exhibitor assumes risks associated with shared and personal use of services, including forklifts, dollies, golf carts, and internet.

**Fees and Payment:** Exhibitors agree to pay, by either paper check(s) made to **Treasurer, State of Maine**, or credit card (which includes a service charge) the total rental fee amount on their invoice. Exhibitors who are State of Maine agencies will receive an internal invoice generated through AdvantageME. Non-agency Exhibitors will receive an invoice from the State of Maine. To facilitate transactions, Non-agency Exhibitors are asked to complete (or update) a [State of Maine Vendor Code Form](#). Alternative payment schedules may be negotiated at the discretion of the Department. Exhibitors awarded space agree to comply with the payment dates and deadlines listed on their invoice and contractual Agreement. Failure to make any payment when due may result in termination of Agreement and loss of space. It is expressly agreed by the Exhibitors that in the event Exhibitors fail to pay for the space rental at the specified time or fail to comply with any other provision contained in the Agreement or the terms and conditions, the Department shall have the right to reassign the space or to terminate the Agreement. Further, Exhibitors shall forfeit the amount paid for their space. At the discretion of the Department, an Exhibitor's failure to pay may result in late fee assessed and loss of future exhibition privileges. If an Exhibitor cancels booth space rental, such notice shall be communicated to the Department in writing. If an Exhibitor cancels the rental Agreement after payment deadlines, the rental fees are forfeited; Exhibitor cancellation may result in loss of future exhibition privileges.

**Independent Capacity:** In the performance of this Agreement, the parties agree that Exhibitors, and any agents and employees of the Exhibitors, are acting in the capacity of an independent contractor and shall not be construed as officers or employees or agents of the State of Maine for any purpose.

**Subletting, Assignment or Transfer:** Exhibitors shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without written request to and written consent of the Department. No subcontracts or transfer of Agreement shall in any case release an Exhibitor of liability under this Agreement.

**Non-Discrimination:** During the performance of this Agreement, Exhibitors agree to abide and follow laws pertaining to Equal Employment Opportunity and Sexual Harassment, and the policies of the State of Maine regarding Equal Employment and Sexual Harassment.

**Compliance:** Agreement violations may result in written notification of corrective action. Exhibitors will be provided written documentation (Corrective Action Plan) that describes the issue(s) and the action(s) that must be taken to correct the issue(s). Building Management will keep a record of corrective action plans.

**Communications:** Participants should refer to the [MDACF website](#), digital newsletter, and email(s), for updates, alerts and information. Be aware that to complete some services you may need to provide personal business information via the Internet (i.e., forms, email subscription tools, etc.). When using Maine.Gov websites, a full statement of the privacy policy is online at <https://www.maine.gov/portal/policies/privacy.html> Please be aware that under Maine law, e-mail addresses are public records and, as such, are subject to inspection by the public. In some instances, Building Management will use third party digital communication tools and the Internet to enhance messaging about the Event. The use of those services is not required. Photography for the use of event promotions, and operations does occur during the event.

**Termination:** The Agreement may be terminated by the Department or the State of Maine in whole, or in part, whenever for any reason the Department shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery of a Notice of Termination.

**Event Cancellations:** If the full duration of the event is not held in person for any reason, the rental and lease of space to Exhibitors shall be terminated. In such case, the limit of the Department's responsibility shall be to return to Exhibitors the amount already paid for the rented space.

**Governmental Requirements:** Exhibitors warrant and represent that they will comply with all governmental rules, ordinances, laws, and regulations.

**Governing Law:** This Agreement shall be governed in all respects by the laws of the State of Maine. Any legal action regarding this Agreement shall be brought in State of Maine administrative or judicial forums. Exhibitors consent to personal jurisdiction in the State of Maine.

**State Held Harmless:** Exhibitors shall indemnify and hold harmless the Department and its officers, agents and employees from and against any and all third party claims, liabilities and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of Exhibitors, their employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, Exhibitors shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**Notice of Claims:** Exhibitors shall give the Department immediate notice, in writing, of any notice of a legal claim, or any action or suit filed related in any way to the Agreement, or which may affect the performance of duties under the Agreement, including but not limited to prompt notice of any claim made against the Exhibitor by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

**Damages:** Exhibitors and their agents must not injure or deface any part of the exhibit Building, the booths or Event equipment or décor. Exhibitors are responsible for any and all damages caused by Exhibitors or their agents/authorized representatives and shall compensate the owner of any property so damaged.

**Insurance:** Exhibitors must keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in the State of Maine by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect themselves and the Department from suits. Exhibitors insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Agreement, Exhibitors must furnish the Department with written or photocopied verification of the existence of such liability insurance policy. In addition, Exhibitors must also have adequate workers compensation coverage issued by a company fully licensed or designated as an eligible insurer.

**Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the State of Maine or the Department do not receive sufficient funds to fund this Agreement and other obligations of the State or Department =, if funds are de-appropriated, or if the State or Department do not receive legal authority to expend

funds from the Maine State Legislature or Maine courts, then the State and the Department not obligated to perform under this Agreement.

**Severability:** The invalidity or unenforceability of any provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**Force Majeure:** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

**Entire Agreement:** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

**Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Exhibitor.

**Debarment, Performance and Non-Collusion Certification:** By signing this Agreement, Exhibitors certify, to the best of their knowledge and belief, that their principals and any subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this Agreement been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or Agreement.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, Agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. Exhibitors understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.