

**Maine Department of Agriculture, Conservation & Forestry State of Maine Building at Eastern States Expo**

**Maine Building Exhibitor Terms and Conditions**

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## Application:

Anyone interested in exhibiting (including businesses, collectives, co-ops, and associations) at the Eastern States Exhibition (the “Big E”), located at the Maine Department of Agriculture, Conservation and Forestry’s (DACF) Maine Building, must submit a complete application for consideration.

The application collects important contact information, brand, business or organizational background, preliminary logistical and operational details for event preparation, and insight about the applicant’s products and/or services connection to Maine, and event goals. Applicants should include all potential products and/or services they want to feature at their booth.

Not all applicants will be selected. Those applicants awarded space must agree to the Terms and Conditions contained herein.

Note: interested parties may apply directly with the Big E Fair to participate in other parts of the event coordinated solely by the Big E Fair or its representatives (e.g., parade, markets, agricultural competitions, entertainment, etc.).

## Eligibility Criteria:

Applicants to be Exhibitors must be:

- a) Headquartered in Maine (a sole proprietor must be a Maine resident)
- b) Registered and in good standing with Maine’s Secretary of State Corporations  
<https://www.maine.gov/sos/cec/corp/> Examples range from, and are not limited to, sole proprietors, LLCs, non-profits, etc. Search: <https://apps3.web.maine.gov/nei-sos-icrs/ICRS?MainPage=x>

- c) Exhibiting and/or selling products that are inclusive of Maine grown and harvested ingredients, and/or products that are processed or manufactured in Maine, and/or services that are available in Maine. Products and services must be representative of the following focus areas:
- agriculture, specialty crops, and agricultural products
  - food and beverage products
  - forestry and forest products
  - marine resources and aquaculture
  - Maine-headquartered retail and commerce products
  - tourism resources and services

Applicants ineligible for selection to be an Exhibitor include:

- a) Individually owned franchises and subcontractors for entities that are not headquartered in Maine
- b) Products and services that do not directly promote Maine and are not uniquely Maine products
- c) A business that is only distributing or promoting a product or services manufactured or otherwise created by a company not headquartered in Maine
- d) An entity that has been previously deemed ineligible due to a failure to comply with previously agreed terms and conditions

## Selection:

The Maine DACF is guided by three core objectives when selecting Exhibitors:

- 1) **Showcase the best of Maine** – Exhibitors will showcase high-quality Maine grown, harvested, and/or produced products or services that are available year-round.
- 2) **Viability** – Exhibitors are prepared to meet show demands, including staffing, inventory, and customer service.
- 3) **Strategic use of space** – Exhibitors will offer cohesive, attractive, and operational displays that fit with the Maine Building’s layout and aesthetic.

DACF prioritizes the following when making Maine Building Exhibitor selections:

- a) Applicants who meet eligibility criteria,
- b) Applicants who exhibit and/or sell products with predominantly Maine grown and harvested ingredients and materials,
- c) Applicants who exhibit and/or sell products that are produced, crafted, manufactured, or significantly altered in Maine,
- d) Applicants whose services promote Maine brands, natural resources, or visitor experiences, with emphasis on state or region-wide scope,
- e) Applicants whose booth display and offerings will encourage year-round connections between Maine Building visitors and Maine, including purchasing Exhibitor’s products and/or using services.
- f) Applicants currently participating in a State of Maine supported business and promotional development program, which aims to enhance business opportunities and market development related to the Maine Building’s focus areas.

A DACF Maine Building committee will review applications for eligibility and alignment with stated objectives and priorities. Agreements are awarded based on DACF committee evaluation with the Department Commissioner's or their designee's discretion.

**Products and/or Services:** The Maine Building aims to enhance the use and promotion of Maine- and New England-based brands, ingredients, supplies, and rural economic development during the event; and applicants selected to Exhibit in the Maine Building should have products and services that support such aims. There is no assurance of exclusivity for any Exhibitor regarding product and/or service offerings. No past Exhibitor is guaranteed selection or exclusivity of products/services each year.

**Venue:** The Maine Building is in West Springfield, Massachusetts, within the Eastern States Exposition fairground's Avenue of States. The Eastern States Exposition is a Massachusetts-based non-profit that organizes the Big E Fair (Fair) and has separate staff, plus volunteer board members representing each New England state. The Agricultural Resource and Development Division of the DACF independently manages the Maine Building. DACF operates and maintains the building to "exhibit, publicize, and advertise Maine's products and resources in agriculture, industry, fisheries, forests, wildlife, and recreation." The State of Maine has participated in the Fair since 1925. Exhibitors acknowledge that due to the unique nature of the venue, Building Management may need to consult with DACF, Fair, and local officials to support and execute a successful event. This may include, and is not limited to, on-site changes and/or last-minute changes.

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

**Exhibitor Resources:** Exhibitors shall be responsible for learning and using resources that are made available for their success. Resources are shared publicly on the DACF webpage -[www.maine.gov/dacf/bigeprep](http://www.maine.gov/dacf/bigeprep) - 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. This may include coordinating with stakeholders such as Fair officials and local municipal officials. Exhibitors must submit requested reports and data by the provided deadlines to inform the DACF about sales, marketing, and outreach metrics. Failure to comply may jeopardize future participation.

**Deadlines:** Exhibitors agree to comply with stated timelines and deadlines. Failure to do so may impact successful participation in the Eastern States Exposition. The Exhibitors expressly agree that if the Exhibitor fails to comply with any provision contained in the Agreement or the terms and conditions, the DACF shall have the right to reassign the space or terminate the Agreement. Further, Exhibitors shall forfeit the amount paid for their space; no refunds will be offered. Failure to comply may result in future ineligibility.

**Booth and Inclusions:** Booth assignments, including booth location, are made at the discretion of the DACF. The DACF will consider Exhibitor requests regarding booth assignments. Booth space includes a subleased area where Exhibitors set up their display. Interior Booths will include access to at least one 120 v electrical outlet at no extra cost to Exhibitors. Exterior spaces may include electrical access on a space available basis. General custodial services are provided to help keep the publicly accessible areas of the building clean. Exhibitors are provided use of Exhibitor-only shared breakroom/workspace with kitchenette and bathrooms. Food and beverage Exhibitors are provided access to a shared commercial sink and adjacent handwashing stations to comply with local health codes.

Electrical upgrades may be available for a booth; however, extra outlets and/or voltage will only be considered if such upgrades can be supported by the Maine Building's (and Fair's) electrical system, is approved by the DACF's electrician, and complies with Fair and Town rules. Upgrades are at the expense of the Exhibitor unless otherwise stated in writing by Building Management.

**Additional Services and Amenities:** Exhibitors may need additional services and amenities to set up and support their Exhibit, such as on-site, off-site storage (cold and dry) containers or trailers, plus storage lot fees; courier, shipping and delivery services; supplies for dusting, small trash bins, etc.; marketing and outreach planning and materials; booth design, including planning and set-up; cashiering, including banking; accounting expertise; staffing management, tools and supplies for maintaining and setting up booth, including minor plumbing leaks, etc.

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 requesting and paying the Fair directly for admission and on-site parking credentials. Exhibitors should expect to provide names of staff and comply with the Fair's non-transferrable policies relating to Exhibitor credentials.

**Exhibition Area and Presentation:** Booth, signage, and other structures must be limited to the allotted booth assignment unless otherwise authorized. All signage, banners, and designs must be professional and attractively displayed for retail customer interaction. Exhibitors are responsible for layout re-adjustments to rental space necessary for fairgoer traffic, emergency egress, and ADA compliance. Obstructive, inadequate, and/or offensive signs may be adjusted or removed. Exhibitors and their staff, agents, employees, associates, and/or representatives' behavior and actions must always be courteous, professional, and cooperative. Exhibit space must be kept clean and tidy. No adhesive stickers and/or decals of any kind may be distributed in the Maine Building. No beverage to be consumed on premises may be sold or distributed in glass containers.

Exhibitors are responsible for maintaining quality standards for their products throughout the exhibition to maintain the integrity of the Maine brand and support the Maine Building's eligibility, selection, products and/or services, and venue objectives. Quality standards are reasonable expectations for product, personnel, and customer safety and standards for a given product, enterprise, and industry. This includes staff attire, personal appearance, and conduct.

All items for sale must clearly display prices. Prices must be maintained throughout the fair unless Building Management authorizes a change. No special weekend or final sales are allowed. A receipt for the merchandise should be given at the time of sale. Exhibitors assume responsibility for bookkeeping related to product sales and are encouraged to seek professional guidance about applicable sales tax regulations and accounting standards.

Exhibits must always be staffed during Event hours. Exhibitors assume responsibility for staffing, including load-in and out, display set-up, and removal. Exhibitors must provide adequate staffing, support, and inventory during the entire exhibition operating hours. Exhibitors utilizing exhibition space for storage and/or operating outside the fair's dates do so at their own risk. The DACF shall not be liable for any damage or loss to Exhibitor's booth space and contents.

**Waste Collection Cleaning and Disposal:** Janitorial service is provided for all public areas of the Building. Exhibitors are responsible for removing all trash from their assigned booth space. Exhibitors must help maintain cleanliness in the shared breakroom/workspace with kitchenette, bathrooms, and shared commercial sink for food and beverage Exhibitors. Exhibitors must immediately report any plumbing, 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 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. Exhibitor should be prepared to problem solve minor challenges such as spills, product breakage, and escalate urgent issues to Building Management or designees. 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 always comply with health standards. Failure to comply may result in future ineligibility.

Exhibitors must maintain the cleanliness of shared breakroom/kitchen spaces. This includes removing personal belongings when not using the space, removing food and beverages from the fridge if no longer use, discarding trash and recyclables, washing and drying dishes immediately after use, and wiping tables, counters, and cooking appliances after use.

**Event Hours of Operation:** The State of Maine Building will be open daily to the public during the Eastern States Exposition from 10:00 a.m. to 9:00 p.m. for 17 days beginning the first Friday after the full week following Labor Day. During the event, Exhibitors may have access to the Maine Building from 9 a.m. until 9:30 p.m. The Eastern States Exposition has authority over The Big E! schedule and ground access during the fair. Schedule and access information is communicated to Avenue of States representatives (Building Managers) regularly.

**Exhibit Duration:** Booths must be ready each day for a prompt opening and remain operating and staffed until close of business each day during business hours. Failure to comply with the duration for assigned space may result in future ineligibility.

There are multiple ways to participate as an Exhibitor. These are broken down into different Exhibitor Groups:

- a) Long-Term (Group A):
  - i) Includes Maine Building Interior and Exterior locations
  - ii) Exhibits for 17 days (the entire fair duration);
  - iii) locations must be open and offering products and services from 10 A.M. to 9 P.M. daily throughout the Fair.
- b) Short-Term (Groups B, C, D, E):
  - i) Group B – exhibits six days, typically at an interior location, days 1 through 6 of the Fair; 10:00 A.M to 9:00 PM
  - ii) Group C – exhibits six days, typically at an interior location, which includes days 7 through 12 of the Fair; 10:00 A.M to 9:00 PM

- iii) Group D – exhibits five days, typically at an interior location, which includes days 13 through 17 of the Fair; 10:00 A.M to 9:00 PM
- iv) Group E – most commonly exhibits for one day
  - (1) Typically, a single day, either Maine Day (the first Saturday of the Fair) or Harvest New England Day (the last Friday of the Fair)
  - (2) Typically located at an exterior location, from 10:00 A.M. to dusk, approximately 5:00 P.M.
- v) For Groups B, C, D, and E: Interior locations must be open and offering products and services from 10 A.M. to 9 P.M. daily throughout the Fair.
- vi) For Groups B, C, D, and E, Building Management reserves the right to adjust location and modify the duration, providing it supports operational and event objectives. This may require further approval of local officials and fair.

**Building Access Outside Event Hours:** Building Management and/or its designees may be able to accommodate providing Building access outside event operation hours to Exhibitors in good standing, including but not limited to full payment and completion of all required paperwork, certifications, etc. All Exhibitors, their designees, and guests needing building access outside event hours of operation and exhibition schedule must sign the Maine 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 Maine Building, and dates, and a minimum of 5 business days’ notice is required. Building Management will use this information to schedule Building opening and access for Exhibitors. There will be limited access during August due to site preparations.

**Event Setup and Dismantling:** Exhibitors shall follow their respective Exhibit Group instructions for setup/load-in and dismantling/load-out. No Exhibit may be dismantled or packed in preparation for removal before the close of business and/or set load-out time. Failure to comply may result in future ineligibility.

- a) 17-day Exhibitors – Group A
  - i) 17-day Exhibitors who have paid in full and, with receipt of written authorization from Building Management, may access the Maine Building during a pre-determined workday to set up their space, excluding inventory.
- b) Short-Term (Groups B, C, D, E):
  - i) Groups B, C, D have time the day before their Exhibit start day, and the evening of their final Exhibit day to load in- or -out during a scheduled changeover that happens when the Building is closed to the public (typically after 9:00 P.M., and not sooner than 7:00 A.M.).
  - ii) Group B – May arrive and begin setting up from 2:00 P.M. to 4:00 P.M. Thursday, before opening day of the fair.
  - iii) Group E – May arrive and begin setting up the morning of their Exhibit day; must be completed by 9:00 A.M., and must be dismantled by 6:30 P.M. the evening of their final Exhibit day.
  - iv) For Groups B, C, D, and E, Building Management reserves the right to adjust the load-in and-out schedules and Building access, providing it is safe to do so and will comply with fair pedestrian, and motorized vehicle traffic, and grounds access requirements.

**Smoking, Vaping, and Cannabis Policy:** All buildings and property on the Eastern States Exposition grounds are NON-SMOKING and Vaping areas, including Arena Concert Area, Avenue of States, and Kiddie Land. The Eastern States Exposition smoking policy prohibits smoking in any area of the buildings located on the Avenue of States including bathrooms, stairwells, and storage spaces. No smoking, vaping, or use of cannabis is allowed in the Maine Building or on the grounds of the Eastern States Exposition.

"Smoking" or "smoke" is the inhaling, exhaling, burning or carrying of a lighted or heated cigar, cigarette, pipe or other tobacco product intended for inhalation in any manner or form, including the use of electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization. Cannabis and CBD products are NOT permitted on the Eastern States Exposition grounds or buildings in any form. Failure to comply with the smoking, vaping, and cannabis may result in immediate ejection from the Building and/or future ineligibility to exhibit.

## **Compliance with State of Maine Workplace Policy Regarding Non-Smoking, Drug and Alcohol Use, and Harassment:**

It is the policy of the State of Maine, and the Eastern States Exposition, to maintain an alcohol- and drug-free work environment 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, and respectful workplaces during and outside event hours of operation. Exhibitors and contractors and their respective agents, employees, representatives, associates, and Building staff shall comply with the State of Maine workplace policies. Intoxication, use of illegal drugs or sale of any controlled substance, CBD products, discourteous or obscene language and conduct shall be sufficient grounds for immediate termination of Exhibitor agreement and/or future ability to exhibit. All Maine building Exhibitors shall be responsible for the conduct and personal appearance of all Exhibitor personnel and staffing (paid or voluntary). Failure to comply may result in immediate termination of an Exhibitor agreement and/or future ineligibility to exhibit.

**Exhibitor Personnel:** All Maine building Exhibitors shall be responsible for the compliance of all personnel and staffing (paid or voluntary) with these terms. Failure to comply may result in immediate termination of an Exhibitor agreement and/or future ineligibility to exhibit.

## **Additional Policies Enforced in the Maine Building:**

Exhibitors should be aware that all Maine Building exhibitors will be required to comply with all current laws and applicable rules, policies, and requirements set in place by the State of Massachusetts, the Town of West Springfield, and the Eastern States Exposition which may include but are not limited to:

- a) Fire and Safety requirements by the Town of West Springfield Fire Department: materials allowed and not-allowed in booth displays, food truck safety, fire extinguisher requirements for food and/or beverage spaces, etc.;
- b) Food and Health requirements by the Town of West Springfield Health Department: food code standards, etc.;
- c) Town ordinances by the Town of West Springfield: banned use of plastic bags and polystyrene foam products, etc.;
- d) Eastern States Exposition- personal wheeled vehicles policy: a shared-use golf cart may be provided to Exhibitors to assist with inventory management. The golf cart must be operated only by licensed drivers (16 years or older). Golf carts must carry only the maximum number of passengers for which it was designed (for ex., 4 seats = 4 passengers) \*Golf Carts have limited permissions within the grounds between the hours of 9:30am and 10:30pm on weeknights and 11pm. on weekends.

**Department's Representative:** Building Management, and designated staffing, shall be DACF's representative during the period of this Agreement. They have the authority to curtail services if necessary to execute the Agreement properly. They shall certify to the DACF when payments are due and the amounts to be paid



under the Agreement. They shall make decisions on all claims of the Exhibitors, subject to the approval of Department Commissioner.

**Safety, Security, Personal:** Exhibitors are always solely responsible for their property, valuables, money, and inventory and are 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 all state and municipal licenses and certificates necessary to lawfully conduct business in the State of Maine Building. Exhibitors must provide proof of training and/or certification for compliance with applicable codes, ordinances, laws, and regulations. Exhibitors shall provide their 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, but not limited to, Exhibitor and Building storage areas, Building stairwells, elevator, and second-floor spaces reserved for credentialed Exhibitors and DACF designees. Failure to comply 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.

**Payment Terms:** Exhibitors awarded space agree to comply with the payment schedules and pay the agreed rental fee(s) using one of the accepted payment methods.

a) Payment Schedules:

- (1) Group A – Interior: 50% due July 1, remaining 50% due August 1
- (2) Group A – Exterior: Fixed amount due July 1, remainder is a 10% commission on gross sales made at the Fair due October 15
- (3) Groups B, C, D: 75% due July 1, 25% due August 1
- (4) Group E: 100% Due April 1

b) Payment methods

i) Non-agency Exhibitors - accepted payment methods:

- (1) PayMaine Online payment – two ways:
  - (a) ACH debit, which has a fixed surcharge fee, or
  - (b) Credit card, which has a percentage surcharge fee
- (2) Paper check(s) or money order made to Treasurer, State of Maine

ii) State of Maine Agency Exhibitors – accepted payment methods:

- (1) Receive an internal invoice generated through AdvantageME
  - (a) Pay via the State accounting internal RE

Non-agency Exhibitors may be asked to verify their current State of Maine vendor code status in the State of Maine Vendor Self-Service Portal to facilitate future market development opportunities. They should securely submit a completed form and update their online profile if none exists. Exhibitors with a vendor code should review their online profile status and update or activate their online profile details.

Alternative payment schedules may be negotiated at the discretion of the DACF. Failure to make any payment when due may result in the termination of the Agreement and loss of space. The Exhibitor's failure to pay may result in a late fee assessed and loss of future Exhibition privileges. If an Exhibitor cancels booth space rental, such

notice shall be communicated to the DACF in writing. If an Exhibitor cancels the rental Agreement after payment deadlines, the rental fees are forfeited; no refunds will be offered. Exhibitor cancellation may result in the loss of future Exhibition privileges.

**Agreement Renewal:** The DACF, at its discretion, may choose to offer multiple-year Exhibitor Agreements. Such agreements may be renewed for a total of three consecutive years. Exhibitors offered a multiple-year agreement will be required to complete a required renewal document on an annual basis following the format and deadline published on the DACF Exhibitor Resources library website and/or provided by the DACF. The DACF reserves the right to withdraw an offer for Exhibitor agreement renewal in any year, in whole or in part, whenever, for any reason if the DACF determines that such is in its best interest. If an Exhibitor declines a multi-year agreement or does not wish to exhibit in consecutive years, the Exhibitor may choose to apply for consideration for a single-year Exhibitor agreement.

The following applies solely to Exhibitors who applied for and have been selected by the Department for a multi-year contract term: The DACF shall renew the contract, subject to continued satisfactory performance and completion of required documentation, including, but not limited to: submitting all forms required by Building Management to verify contact information, products and services, staffing and logistical updates. The term of the anticipated contract begins with the State of Maine fiscal year calendar, with the full amount of all fixed payments, including any applicable scheduled fee increases, paid in full by July 1 of the corresponding fair year.

**Termination:** The Maine DACF reserves the right to terminate the agreement for any violation of the contract terms, Maine Building terms and conditions, Eastern States Exposition policies, and/or State of Maine or Massachusetts laws, regulations, and/or policies within a performance period, with no refunds granted. The Agreement may be terminated by the DACF or the State of Maine in whole or in part whenever, for any reason if the Maine DACF determines that such termination is in its best interest. Any such termination shall be effectuated by the timely delivery of a written Notice of Termination.

**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 unless operating a State of Maine agency Exhibit.

**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 the 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 by 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. This documentation may impact future eligibility for Department marketing opportunities.

**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 privacy policy statement is available 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 event messaging. The use of those services is not required. Photography is used for event promotions and operations during the event.

**Event Cancellations and Disruptions:** If the whole 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 DACF's responsibility shall be to return to Exhibitors the amount already paid for the rented space. At the discretion of the DACF, an exterior Exhibitor may shorten their hours of operation due to a severe weather disruption. Alternative locations during inclement weather are not guaranteed. There are no refunds for disruptions. Adjustments to this policy are at the DACF's discretion.

**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 DACF 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 DACF, or for actions taken in reasonable reliance on written instructions of the DACF.

**Notice of Claims:** Exhibitors shall give the DACF 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, booths, 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 damaged property.

**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 DACF 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 DACF 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 DACF do not receive sufficient funds to fund this Agreement and other obligations of the State or DACF, if funds are de-appropriated, or if the State or DACF do not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State and the DACF 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.