**Great Lakes Region Seminar 20\_\_**

**BOUTIQUE CONTRACT**

This Contract is made and entered into between the Great Lakes Region of the Embroiderers’ Guild of America, Inc. Seminar 20\_\_ (hereinafter referred to as GLR Seminar 20\_\_) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Boutique) a needlework retailer whose principle place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of the mutual agreements set forth, the parties hereto agree as follows:

Boutique agrees to:

1. Provide merchandise to set up, operate and stock a retail needlework Boutique during the GLR Seminar 20\_\_. The seminar dates are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Merchandise prices shall be standard retail price or less. Prices for antique or used merchandise shall be reasonable and customary for the local market.
2. Set up for the Boutique will be on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hours to be determined).
3. Hours of operations during Seminar: The Boutique will be open starting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hours to be determined). Thereafter, the Boutique will be open \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from 7:30 am to 6:00 pm. The Boutique will be open on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from 7:30 am to at least 1:00 pm. Hours of operation may change as agreed upon by Boutique and GLR Seminar 20\_\_.
4. Breakdown will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after 1:00 pm. The room must be cleared and vacated by 10:00 pm that same evening.
5. Provide a preliminary table layout in advance of the Boutique arrival and no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is to be sent to 20\_\_ Boutique Chair, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ via email at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. Provide the expected volunteer needs for set-up and breakdown no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is to be sent to 20\_\_ Seminar Boutique Chair, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ via email at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
7. Will be responsible for and pay all expenses incurred in operating the Boutique when carrying out the entire contract to include but not limited to the cost of merchandise, salaries, bank fees and charges, credit card services, other business risks such as bad checks, declined credit cards and collection of same, freight, storage or movement of materials at the hotel, sales tax, business licensing and registration fees, re-stocking fees, equipment rental, telephone connection, insurance (personal, staff and inventory), personal and staff expenses for food and lodging and any other expenses incurred.
8. Provide personnel to run the Boutique and other equipment except for draped tables.
9. Provide for the sleeping rooms and food for the personnel you retain.
10. Provide camera-ready advertising materials if GLR Seminar 20\_\_ makes advertising space available in Seminar materials.
11. Conduct all sales within the Boutique premises during business hours. Sales in attendee rooms or other hotel locations are not authorized.
12. Will provide GLR Seminar 20\_\_ the daily total of net gross of sales at the close of each day. (Net gross of sales is defined as the total of all retail sales of merchandise after deducting the sales tax.)
13. Within fourteen (14) days from the close of GLR Seminar 20\_\_, Boutique will pay GLR Seminar 20\_\_, or their agent, six percent (6%) of the net gross of sales.

GLR Seminar 20\_\_ agrees to:

1. Provide a room for the Boutique in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ during GLR Seminar 20\_\_.
2. Provide a layout of the room ahead of time for Boutique’s planning purposes.
3. Provide a hotel point of contact to arrange the shipping of merchandise to the hotel in accordance with the hotel’s rules and regulations.
4. Provide volunteers for the set-up and breakdown of the Boutique and seek volunteers for staffing of the Boutique as needed during agreed upon hours.
5. Provide a bag check service at the entrance to the Boutique during the hours of operations of the Boutique as agreed upon by Boutique and GLR Seminar 20\_\_.
6. Provide faculty and class information with and recommended merchandise suggestions or requests.

Limitation of liability, indemnification and hold harmless:

The Embroiderers’ Guild of America, Inc., Great Lakes Region EGA Seminar 20\_\_ and the chapters of the Great Lakes Region, EGA assumes no liability and Boutique agrees to indemnify, protect and hold harmless the above named parties for any loss, cost, damage or expense that may be incurred for any and all of the following:

1. The failure of Boutique to provide merchandise for which Boutique receives payment or which Boutique has in any way obligated itself to provide.
2. Failure of Boutique to pay debts incurred in connection with the purchase of materials and/or the hiring of any person(s) to carry out the responsibilities as outlined above.
3. Injury or alleged injury of any kind to any person or persons resulting in any way from the execution of the responsibilities as outlined above.
4. Loss of any materials brought in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by Boutique due to fire, theft or damage of any kind.

This contract contains the entire agreement between the parties. It may be amended, waived, changed, modified or discharged only by written contract signed by both parties.

We, the undersigned agree to abide by the terms of this contract:

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| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (insert Boutique owner name)(insert Boutique name) | Date |  | (insert name), DirectorGreat Lakes Region, EGA | Date |
|  |  |  |  |  |
| (insert name)20\_\_ Seminar Boutique Chair | Date |  | (insert name)GLR Seminar Coordinator | Date |