

# TREE DONOR FORM

SeaFestival  
of Trees



## A Holiday Fundraiser for the Salisbury Beach Partnership DEADLINE FOR ENTRY: November 1, 2020

DONOR NAME: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ DAYTIME PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
(Important to include; this is how we will primarily communicate with you)

### DONOR CATEGORY:

Corporate  Small Business/Retail  Non-Profit Organization  School/Youth Group  
 Member Group  Family  Individual  Other (please specify: \_\_\_\_\_)

### TREE RULES:

- **Tree must be a minimum of 6 feet tall with a maximum height of 10 feet.**
- All trees must have LED lights.
- Anything on or with your tree is part of your donation and becomes part of your tree raffle. Trees or display items may not be taken back after the SeaFestival of Trees concludes.
- Battery operated lights, edible items, alcoholic beverages, spray adhesives, loose glitter or artificial snow is prohibited.

**TREE SET-UP DATES/LOCATION:** All trees are to be set up on Tuesday, November 17, and Wednesday, November 18, between the hours of 11AM and 7PM. Trees will be displayed in Blue Ocean Event Center, located at 4 Oceanfront North, Salisbury MA 01952. Tree judging will take place on Thursday, November 19, 2020, and tree winners will be informed to attend opening event to receive award.

**Please read the terms and conditions on the back of this donor form. Your signature below is acceptance of the terms and conditions.** Once completed, please sign and return your application form to: **SeaFestival of Trees, 4 Oceanfront North, Salisbury MA 01952.**

I understand that anything that is displayed on or with my tree is part of my donation, becomes the property of the SeaFestival of Trees, and is given to the winner.

**AUTHORIZED**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## TERMS AND CONDITIONS

1. The SeaFestival of Trees (herein after called the “Management”) and the Tree Sponsor/Donor agree that all displays must be fully set up and operational by 7PM on Wednesday, November 18, 2020.
2. Sponsor/Donor agrees that the tree and all of its decorations (ornaments, lights, tree-toppers, skirts, etc.) become the property of the SeaFestival of Trees upon delivery and set-up.
3. Sponsor/Donor agrees that displays will not visually or physically disturb aisles or adjacent exhibitors. Sponsor/Donor agrees that all signage and collaterals must be professionally produced. **Handwritten signage is prohibited.**
4. Sponsor/Donor agrees to conform to all State of Massachusetts Inspectional Services, State of Massachusetts Fire Department and the State of Massachusetts Department of Revenue rules and regulations.
5. Sponsor/Donor agrees that Management reserves the right to reject, modify, restrict or move the location of any tree.
6. Sponsor/Donor agrees that space assignments are at the discretion of Management.
- 7. Sponsor/Donor agrees that all tree lights will be LED and that electrical power supply and installation will be provided by Management.**
8. Sponsor/Donor agrees not to make undue noise, or odor, use bright or hazardous lights, cause damage to the area or equipment or act in any manner deemed inappropriate by Management.
9. Sponsor/Donor agrees that no soliciting for business will be conducted in aisles or in other tree areas.
10. Sponsor/Donor agrees that no sponsor/donor shall have authority to incur cost or liability for or against Atlantic Hospitality Group, LLC, presenter of the SeaFestival of Trees. Sponsor/Donor shall pay all costs pertaining to moving in trees and all equipment and supplies, and removing empty containers and excess supplies. Sponsor/Donor shall be liable for all damages which he may cause to the building, or otherwise in connection with his tree.
11. Sponsor/Donor agrees to assume all responsibility for personal injuries to himself, his employees, agents, representatives, or visitors, and shall indemnify, defend and hold harmless Atlantic Hospitality Group, LLC, host site/presenter of the SeaFestival of Trees, from any and all liability in connection with any and all of the above.
12. Sponsor/Donor agrees that, except as otherwise specifically provided herein, this Agreement constitutes the entire Agreement between the parties, and supersedes all proposals, promotional materials, negotiations and understandings of any nature whatsoever. This agreement may be amended only by written instrument signed by both parties.
13. Sponsor/Donor agrees that this agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, and any disputes between the parties shall be brought in the courts of said Commonwealth.

For more information about the SeaFestival of Trees, visit our website at [www.seafestivaloftrees.com](http://www.seafestivaloftrees.com)