



2011 Family Fun Land Business Expo Contract

This Agreement is made this ____ day of ____, 2011, between the Naperville Community Charitable Organization, Inc., d/b/a Last Fling (hereinafter Last Fling) of Naperville, Illinois and

Name: _____

Address: _____

Address: _____

Telephone: _____

Cellular: _____

Contact Name: _____

(Hereinafter "Vendor")

PREAMBLE

- A. The Last Fling is a Naperville community event organized and coordinated by the Last Fling for the benefit of the community that it services.
- B. In conjunction with the Last Fling, the Vendor agrees that event attendees will not be persuaded in any way to take handouts or sign up for services.
- C. The Last Fling and Vendor desire to assure the community that they have adequate insurance coverage in the event that an injury or accident arises in connection with the Last Fling.

Now, therefore, in consideration of the mutual promises contained herein, sufficiency of which is acknowledged, the parties agree as follows:

1. Vendor Spaces: The Last Fling agrees to provide vendor with a 10' x 10' space in our Family Fun Land area at Naper Settlement. This space will be to promote the business of the Vendor. The Last Fling will provide a tent, table and two chairs to the vendor for use during the event. Additional tables and chairs can be rented for an additional charge; please specify below:
 - i. Additional tables (\$30 each) _____
 - ii. Additional chairs (\$10 each) _____

2. **Payment: Vendor agrees to pay Last Fling a fee of \$1,500 for each 10x10 space. Payment is due no later than August 19th. Please make all checks payable to the Naperville Jaycees.**

Checks can be sent to:

**Family Funland Business Expo
P.O Box 2372
Naperville, IL 60567-2372**

3. **Hours of Operation:** The Vendor agrees to comply with the following time schedules for the operation of its booth space:

- a. Set up time for Vendor shall be between 11:00am and 7:00pm on Friday, September 2, 2011 and take down after 4:00pm on Monday, September 5, 2011. Additional set up time will be allowed between 7:00am and 8:30am on Saturday, September 3 and Sunday, September 4 and 8:30am and 10:00am on Monday, September 5. For set up, please use the southwest entrance of the Settlement gate. Parking will be designated at Naperville Central High School.

PLEASE NOTE: We ask that all vendors planning on using the Friday set up time to please contact Beth DeGeeter at (516) 220-8404 or Joe Mensik at (630) 272-0035. It may be easiest to deliver the “hardware” for your booths on Friday, and do product drop off in the hours prior to the event on Saturday, Sunday and Monday.

- b. **Event Hours:** Vendors may not operate any vehicles on the Family Fun Land Grounds during the following days and hours. We recommend using a cart or wagon to transport materials during this time.

Saturday	8:30am – 5:15pm
Sunday	8:30am – 5:15pm
Monday	9:30am – 4:15pm

- c. Vendor agrees to be open for the following days and hours:

Saturday	10:00am – 5:00pm
Sunday	10:00am – 5:00pm
Monday	11:00am – 4:00pm

4. **Vendor Items:** The Vendor agrees that all handouts, raffle items, or service sign-ups are detailed as 'Exhibit A' and attached to this agreement.

5. **Miscellaneous:** The Vendor also agrees to:

- a. Provide its own banners or posters identifying its operation and abide by the Last Fling regulations regarding placement and size of such banners or posters. Banners may not be hung from the tent.
- b. To wear uniforms, hats or other items of clothing to help identify the person involved in Vendors operation.
- c. To remain inside their tent area. Vendors will not be allowed to stand outside their tent to obtain attention of the event attendees.
- d. To not sell products but may have people sign up for services and/or subscriptions. Samples can be handed out as long as they are sample sized, packaged, and are not beverages.
- e. Provide the Last Fling a copy of a proper City of Naperville permit if any item(s) are to be raffled off. Vendor is responsible for determining whether a permit is required.

- f. To clean and secure the Vendor space each night, the Last Fling is not responsible for any items lost or stolen that are not properly secured.
 - g. To comply with any other rules or regulations established by the Last Fling for Family Fun Land Business Expo Vendors at the Last Fling.
6. Insurance: The Vendor agrees to provide to the Last Fling, upon submission of this application, a current certificate of insurance which shall be effective for the dates of the Last Fling (September 2-5, 2011), and which will provide coverage which shall include, but not be limited to, general liability coverage in the amount of at least \$1,000,000 (One Million Dollars), including a waiver of subrogation, and 30 days cancellation notification. The Naperville Last Fling, the Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, Naper Settlement, and Naperville Heritage Society and the Naperville Park District shall be included on said certificate as additional insured's.
 7. Liability: The Vendor agrees to pay for any damage done by it or its agents and employees to any personal or real property (e.g. tents, tables, street signs, etc.) provided by the Last Fling to the Vendor at the Last Fling.
 8. Failure to Perform: The Vendor agrees that all moneys deposited with the Last Fling are non-refundable, and that any failure on the Vendors part to comply with this agreement shall be a breach of this agreement, and the Last Fling shall be entitled to cancel this agreement and retain all moneys deposited as liquidated damages for the Vendors failure to comply with this agreement.
 9. Indemnification: The Vendor agrees to indemnify the Last Fling, the Last Fling Committee, the Naperville Community Charitable Organization, Inc., any officer or member of the Last Fling, the City of Naperville, Naper Settlement, and Naperville Heritage Society and the Naperville Park District from any expense incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendors involvement with the Last Fling.

IN WITNESS WHEREOF, the parties have caused their signatures to be affixed hereto.

BUSINESS EXPO VENDOR

NAPERVILLE COMMUNITY
CHARITABLE ORGANIZATION D/B/A
LAST FLING

By: _____

By: _____
Business Expo Chairperson

[This Agreement is not effective unless it is signed by an authorized representative of the Last Fling.]