

2018 Last Fling Business Expo Contract



This Agreement is made this _____ day of _____, 2018, between the Naperville Community Charitable Organization, Inc., d/b/a Last Fling (hereinafter "Last Fling"), of Naperville, Illinois and

Name: _____

Address: _____

Email Address: _____

Telephone: _____

Cellular (optional): _____

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 on either Eagle Street or Jackson Street at the Last Fling. 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 (\$20 each) _____
 - ii. Additional chairs (\$5 each) _____

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

Checks can be sent to:

**2018 Last Fling Business Expo
P.O Box 2372
Naperville, IL 60567-2372**

3. **Electrical:** The Last Fling will supply electricity to each space for one 110 volt, 15 amp circuit (four outlet). Should the Vendor require an additional 110 volt, 15 amp circuit, the Vendor agrees to pay an additional flat fee of **\$250.00 for each additional** 15 amp circuit of additional electricity. Any electrical requirements in excess of those included with space shall be paid for by the Vendor, and provided by the Last Fling. All electrical fees shall be paid along with the final installment of the space fee.

Any additional electrical that is ordered late or on the weekend of the Last Fling will be charged to the Vendor at the rate of \$300.00 per quad outlet, payable prior to connection, if it is available. If Vendor exceeds its electrical need, it shall be liable for any damages cause, including consequential damages.

4. **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 until 5:00pm on Friday, August 31st, 2018 and take down after 7:00pm on Monday, September 3rd, 2018.
 - b. **Event Hours:** Vendors may not operate any vehicles on the street during the following days and hours. We recommend using a cart or wagon to transport materials during this time.
 1. Friday 5:00pm – 11:00pm
 2. Saturday 10:00am – 11:00pm
 3. Sunday 10:00am – 11:00pm
 4. Monday 10:00am – 8:00pm

On Monday, the parade is from 9:00am until 12:00pm.

- c. **Vendor agrees to be open for the following days and hours:**
1. Friday 5:00pm – 9:00pm
 2. Saturday 10:00am – 6:00pm
 3. Sunday 10:00am – 6:00pm
 4. Monday 12:00pm – 7:00pm

The Vendor may stay open later than time noted, if desired, but must close by the event hour closing.

5. **Vendor Items:** Any/all handouts, raffle items, or service sign-ups must be detailed as 'Exhibit A' and attached to this agreement for approval by the Last Fling Executive Committee prior to event weekend.

6. **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 food or beverages that have not been previously approved by the Last Fling Executive Committee. 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.
 - f. To clean and secure the Vendor space each night.
 - g. To comply with any other rules or regulations established by the Last Fling for Business Expo Vendors at the Last Fling.
7. **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 (August 31st – September 3rd, 2018), 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 Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, and the Naperville Park District shall be included on said certificate as additional insured's.
8. **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.
9. **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.
10. **Indemnification:** The Vendor agrees to indemnify the Naperville Jaycees, the Last Fling Committee, the Naperville Community Charitable Organization, Inc., any officer or member of the Last Fling, the City of Naperville, 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.]