

# 2019 Jackson Avenue Business Expo Contract



This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 Avenue 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 1<sup>st</sup>. Please make all checks payable to the Naperville Jaycees Last Fling.

Checks can be sent to:

**Naperville Jaycees Last Fling  
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 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. Additional Electricity must be requested prior to event start date.

**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 30th, 2019 and take down after 7:00pm on Monday, September 2<sup>nd</sup>, 2019.

**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.

- b. **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 has 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. Vendors can sell non-food products, services and/or subscriptions.
  - e. Provide the Last Fling a copy of a proper City of Naperville permit if any item(s) are to be raffled off. Last Fling is not responsible for any lost or stolen items.
  - 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.
  - h. If the Vendor supplies their own tent, tent may not be staked into the ground but must be properly weighted so that it does not blow away.
  
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 30th – September 2nd, 2019), 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, 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