

Elgin's Green Expo

Solutions for a Sustainable Community

For the Beauty of Mother Earth



Free Admission
Saturday, May 8th
from 9-4 at The Centre
100 Symphony Way Elgin

Special Exhibitor/Vendor Invitation Join us Saturday, May 8th The Centre In Elgin

"Superb event...Outstanding to have everything under one roof...Didn't know all of these green businesses were around...Didn't know there were so many people interested in green technology ...I just found out I could save money by doing...I never had so much fun learning something."

These were just some of the comments made by the 150 plus exhibitors, and thousands of people who attended last year's ECCO Green EXPO.....so, back by popular demand... **Elgin's Green Expo**. This year we're particularly pleased and excited to have the Elgin Heritage Commission and Elgin's Sustainability Master Planning Committees as our partners.

Our focus at this year's event will once again be on all things green & energy efficient, but with special emphasis on older home retrofits, sustainable gardens, landscaping, new technologies & innovative products for your home, business or community.

We hope you'll sign on again this year by completing the attached form and returning it by March 20, 2010. You can also download additional forms at www.ecco-foxvalley.net. Should you have any questions, please feel free to call 312-953-8216.

Sincerely,
Cherie Murphy, Elgin SMP
Jennifer Fritz-Williams, EHC
Sandy Kaptain, Sigi Psimenos, ECCO
Elgin's Green Expo, Steering Committee



cityofelgin.org/sustainability



cityofelgin.org/historicpreservation



ecco-foxvalley.net



cityofelgin.org

ELGIN'S GREEN EXPO
Exhibitor/Vendor Application

Deadline March 20, 2010

Please check one: Business (\$100) Gardener/Farmer (\$50) Artist (\$50) Non-Profit (\$25)

Please check one: Returning Exhibitor/Vendor New Exhibitor/Vendor

Name of Company/Organization: _____

Contact Name: _____

Address: _____

Phone Number: _____ Cell Number: _____

Email: _____

Website: _____

Product/Service Description: _____

Indoors/Outdoors: Exhibit tables are provided. As space is limited, tables will be granted in the order received & approved. ****Outdoors:** All garden, live landscaping, and farm stand will be exhibited outdoors. You must provide your own 10x10 tent. This is a concrete area-no staking allowed. **Both:** Please let us know of any special requests, i.e. tent rental. We cannot guarantee electricity, so plan accordingly. Additional information will follow upon acceptance of this application.

Total # of Tables: _____ x \$100 = \$ _____ (Business/For Profit)

Total # of Tables: _____ x \$25 = \$ _____ (Non-Profit)

Total # of Tables: _____ x \$50 = \$ _____ (Artist)

Total # of Tables: _____ x \$50 = \$ _____ (Gardener, Farmer)**

Plus #Tent Rental _____ x \$100 = \$ _____(If providing your own tent please check here _____)**

Total Enclosed.....\$ _____

Kindly make your **check payable to Elgin's Green Expo** & send with this completed Exhibitor/Vendor Application & attached signed Waiver before **March 20, 2010** to:

The City of Elgin, 150 Dexter Court, Elgin, IL 60120 Attn.: Cherie Murphy

Additional applications online at www.ecco-foxvalley.net. Questions: 312-953-8216

Office Use Only:

Received Date: _____ Process: _____ Clear: _____

**CITY OF ELGIN GREEN EXPO EXHIBITOR/VENDOR
WAIVER/INDEMNIFICATION**

“City” below shall denote the City of Elgin, Elgin Climate Change Organization, their employees, agents, volunteers, assigns and boards and commissions.

In consideration of the right to set up a display at Elgin's "Green Expo", the undersigned ("Exhibitor") agrees:

1. City shall have sole control over the production, and staging of said show/event. City reserves the exclusive rights and control over which exhibitors are permitted in the show and each exhibitor's location, and further reserves the right to cancel the agreement provided notice of the cancellation is given no later than 15 days before the scheduled show/event. In the event that City cancels the agreement and proper notice is given to Exhibitor, City liability will be limited to the return of any monies advanced by the Exhibitor as a deposit for said show/event. The Exhibitor may cancel this agreement more than 60 days prior to the scheduled event and receive a refund of all money paid. Within 60 days of the scheduled event no refunds will be given.
2. Exhibitor hereby rents the designated booth/s for the above-mentioned show for the sole purpose of displaying, exhibiting, and promoting its merchandise, products or services during hours specified by City. Exhibitor will remove all merchandise, products and other displays no later than 5:00 p.m. on day of exhibit and no earlier than 4 p.m. City reserves the exclusive rights to reassign booth positioning as needed.
3. Exhibitor agrees to pay a \$20.00 late-payment penalty if any payment is not in the City office by scheduled due date. In addition, a \$35.00 fee will be charged for any items returned as unpaid by a bank. Where total payment and late-payment fees are not completed by 30 days prior to said show/event City reserves the right to retain all monies paid and lease the space to another Exhibitor. In the event the Exhibitor cancels the written agreement at any time, no refunds will be made of any monies paid unless City can rent a booth space to a comparable vendor at the same rate of booth rental. Should City be forced to collect any overdue payment or fees, such fees will be subject to an interest rate of 2% per month.
4. Exhibitor will not assign its rights hereunder to any other individual, corporation or other business entity without the written consent of City.
5. ELECTRICAL POWER IS NOT INCLUDED IN THE BOOTH RENTAL.
6. Exhibitor hereby agrees to defend, indemnify and hold City and its agents harmless against any claims, losses, damages, expenses (including reasonable attorneys' fees) and judgments or actions arising from any breach of any obligations arising out, regardless of fault or negligence by City, or of any use of the space rented by the Exhibitor. Exhibitor agrees to erect all booth displays within the guidelines set forth by local fire ordinances.
7. City will not be responsible for the safety of any exhibit or property of any Exhibitor. Exhibitor will carry personal, business and product liability insurance and will list City as co-insured on such policy.
8. Exhibitor understands and agrees that City has the right to rent space to competitive firms.
9. If City is prevented from putting on the show as herein provided by reason of any act of God, strike, labor dispute, fire, flood, delay in transportation, public disaster or any other cause or reason either within or beyond the control of City such condition shall be deemed a valid excuse for delay in the performance of such obligations at the specified time and place. City shall have the right to reschedule for another date and/or location chosen by City.
10. This agreement shall not in any sense be deemed to be or construed to create a partnership or joint venture between the parties thereto and neither party shall have any right or authority to bind the other or its representatives.
11. This agreement is entire and comprises all of the understanding of the parties hereto and cannot be modified or amended except by a written instrument agreed to by both parties.
12. This agreement shall be subject to and governed by the laws of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.
13. No waiver by either party hereto of any breach of this contract by the other shall be deemed a waiver of any preceding or subsequent breach thereof.
14. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.
15. Exhibitor shall not be entitled to monetary damages from and against City for any reason, and any damages to which Exhibitor shall be entitled shall be solely limited to the return of any application fee pursuant to this agreement.

CANCELLATION POLICY Either party may cancel this contract provided written notice is received as follows;

- By 60 days prior to event, in which case all monies paid by Exhibitor will be refunded.
- After 59 days before event and prior to 30 days before event Exhibitor will be responsible for 50% of booth fee or the deposit paid, whichever is larger.
- After 29 days prior to event in which case the Exhibitor will be liable for 100% of the total contracted space costs.

By canceling this agreement, the Exhibitor forfeits all right or claim to the allocated space and City is free to rent it to others and collect the cancellation charge as liquidated damages.

I have reviewed the listed information and agree to terms.

Name of Exhibitor: _____

Signed: _____ Date: _____

To be returned with Exhibition/Vendor Fee & Application.