



EnviroFest 2019 Booth Application & Agreement

Application Deadline: Friday, July 5, 2019 at 5:00 PM EST

For Event Coordinator Use Only:

Received: ___/___/___

Approved: ___/___/___

Initials: ___

Elkhart Environmental Center

Event Coordinator: Annie Klehfoth

Phone: (574) 293-5070

Email: EECmail@coei.org

Mailing Address: 1717 E. Lusher Avenue,
Elkhart IN 46516

Event Information

Date: Saturday August 3rd, 2019 **Time:** 12:00 – 6:00 PM

Venue: Elkhart Civic Plaza

350 S. Main St., Elkhart, IN 46516

www.elkhartindiana.org/EnviroFest

Mail or bring application and payment to: Elkhart Environmental Center, 1717 East Lusher Ave., Elkhart, IN, 46516

APPLICATION REQUIREMENTS

1. Completed Application including each of the Terms of Agreement initialed (pg. 3-5)
2. Payment Make checks payable to the Elkhart Environmental Center. Payment will not be processed until application has been approved. Payment can also be made by cash or card at the Elkhart Environmental Center.
3. Photos of item being sold (new vendors only)
4. Insurance Coverage covering the date of EnviroFest
5. Donation Form *if applying for the discount*

Please note:

- **TERMS & CONDITIONS HAVE CHANGED – please read carefully!**
- We are introducing a Zero-Waste Initiative, please refer to FAQs and Zero-Waste Initiative Information Packet for more information.
- Canopy tents will not be provided. We recommend bringing a canopy if you want cover or shade.
- Food Vendors must comply with Elkhart County Health Department Temporary Food Service Guidelines.
- Food Vendors must be prepared for **Health Department inspections at 10:30 AM.**
- Food Vendors serving anything containing food allergens are advised to notify potential customers (e.g. via easily seen/read signage, etc.)

Booth Information

Name of Organization: _____

Contact name(s): _____

Address: _____

Phone: _____ / _____ / _____

(primary)

(secondary)

(phone # for day of the event)

Email Address: _____

Description of Booth - (display, sale items, food menu, etc.): _____

(Continued on next page)

BOOTH LOCATION

Booth location is determined by the date the application is received. Priority locations have the greatest visibility and foot traffic and will be filled first. We do not guarantee locations. For the best possible booth location, submit your application as soon as possible.

If you have any special considerations or requests regarding your booth location, please indicate them below:

BOOTH TYPE

- Exhibitor Booth (No Sales) \$15
- Vendor Booth (Sales) \$20
- Food Vendor \$125 flat fee

BOOTH SIZE (Vendors/Exhibitors Only)

- Standard Space (10' X 10') \$0
- Double Space (10' X 20') \$15

DISCOUNT: Will not be applied retroactively. Must be approved in advance. Contact before submitting payment.

Donation Donations to the auction and/or raffle valued at \$35 or more are eligible for a \$10 discount on 'BOOTH TYPE' fee (NOT other fees).

Demonstration Booths offering interactive components (such as demonstrations, activities, etc.) are eligible for a \$5 discount on 'BOOTH TYPE' fee (NOT other fees).

- Apply for Donation Discount
- Apply for Demonstration Discount

ADDITIONAL FEES: The following may be requested for a fee. Fees waived for Sponsors, Kids' Area, and Elkhart City booths, but you MUST indicate what you need. Supply is limited and reserved on a first-come, first-served basis. Electricity for booths (if you are not a food vendor) is extremely limited and will only be supplied according to need and availability.

- Electricity (1 standard outlet) \$10
- 8' Table (2 max.) \$15 (each)
- 8' Table (2 max.) \$15 (each)

SET-UP INFORMATION

Exhibitors and vendors may set up any time between 9:30 AM and 11:00 AM on Saturday, August 3rd, but **must be completely set up by 11:30 AM.** Take-down may begin **only after** 6:00 PM, when the event ends.

Food Vendors Only

IMPORTANT

Food vendors are required to **ONLY** use/provide compostable containers approved by EEC staff. Approved containers can also be purchased from the EEC upon request, but supplies are limited.

SPACE NEEDED: Minimum space needed for your operation (truck, cart, freezer, etc.): _____ (ft.)

ELECTRICITY: Include number and type of outlets; power (V) required, special plugs or connections, etc.):

ADDITIONAL NEEDS: Special requirements or needs (not mentioned above)

Fees Owed with Application \$ _____

Payment is due with application

EnviroFest 2019 Terms & Conditions

Saturday, August 3rd from 12:00 – 6:00 PM

Elkhart Civic Plaza, Elkhart IN

Initial each box below, acknowledging that you have read and agree to the following:

The Elkhart Environmental Center (EEC) is dedicated to promoting the environment and sustainability in our community. The EEC is conducting EnviroFest on **Saturday, August 3, 2019**, to be held at the Elkhart Civic Plaza in downtown Elkhart, IN. **This document sets out the legally binding terms and conditions on which the EEC provides access to each Exhibitor to participate in EnviroFest.**

BECOMING AN EXHIBITOR

1. The EEC may accept or reject an application to exhibit at EnviroFest at its discretion. In return for the Exhibitor paying the total exhibition fee levied by the EEC (Fee),

a. The EEC will allocate one or more sites (Site) to the Exhibitor. The EEC has complete discretion in the allocation and placement of Sites.
b. The EEC does not warrant that the Exhibitor has the right to exclusively exhibit or sell any particular goods or services at EnviroFest.

2. The Exhibitor must pay the Fee upon submitting application. If not, the EEC may immediately and without giving prior notice, cancel the Exhibitor's participation in EnviroFest and re-allocate the Site. Payment will not be processed for unsuccessful applications.

3. If the Exhibitor gives the EnviroFest Coordinator written notice that it wishes to cancel on or before July 5, 2019, the EEC shall refund 50% of the Fee and retain the balance. Where the EEC receives notice of cancellation after July 5, 2019 the EEC shall retain the entire Fee. The EEC may in its discretion give a partial refund where the EEC deems it appropriate in the circumstances.

4. Each Exhibitor must by July 5, 2019 give the EEC written details of,

- a. any products or services it proposes to display at EnviroFest; and
b. any critical issues that need to be considered by the EnviroFest team, such as but not limited to:
- i. Access to direct sun for solar panels
 - ii. Access to shade for products subject to melting (i.e. chocolate)
 - iii. Access to power
 - iv. Proposed stand layout and content.

INFORMATION PROVIDED BY THE EXHIBITOR

5. The Exhibitor represents and warrants that the information it gives to the EEC about the Exhibitor or its products or services is true and correct. The Exhibitor acknowledges that the EEC is relying on this representation to decide whether to accept the Exhibitor's application.

6. If requested by the EEC, the Exhibitor must verify, within a reasonable time and to the EEC's satisfaction, the information provided or the EEC may terminate this contract.

USE OF THE SITE

8. The Exhibitor shall only be permitted to occupy the Site during the period of EnviroFest, subject to all of these terms. Except with the prior written consent of the EEC, the Exhibitor must not assign or sub-let or part with possession of the whole or any part of its Site or purport to do so.

9. The EEC will ensure the Exhibitor has access to EnviroFest venue to set up and erect their displays at times designated by the EEC.

10. The Exhibitor must complete setting up all displays and have the Site ready for public viewing by 11:30 AM. on Saturday, August 3, 2019. If the Exhibitor fails to occupy the Site by these times, the EEC may occupy or cause the Site to be occupied in such a manner as the EEC considers appropriate and without releasing the Exhibitor from any liability.

11. For the safety of patrons, vendors and staff **NO VEHICLES** are permitted to drive on the green at any time. **DO NOT PARK** vehicles on the park grass under any circumstances. Only Emergency & event vehicles will be permitted inside the venue during the event.

12. The EnviroFest team will inspect each Site prior to the opening of EnviroFest to ensure all requirements have been met and that each exhibit is in a safe and habitable condition. If an exhibit is deemed to have not met the requirements, the EEC reserves the right to close the exhibit and request the Exhibitor to rectify the problems as soon as possible and practical. The Exhibitor may proceed to rectify the concerns of the EEC, but is subject to pedestrian and emergency services access. The EEC will direct the Exhibitor when they can safely access their exhibit. The exhibit may not reopen until such time as the EEC is satisfied that all concerns have been rectified.

13. The Exhibitor must not leave their site unsupervised prior to 6.00 p.m. or the closing time of the event, whichever is later, on Saturday, August 3, 2019.

14. The Exhibitor will ensure that the displayed products are contained within the allocated Site area. Products placed outside of this area will need to be relocated by the Exhibitor at the direction of the EnviroFest Coordinator to ensure that walkways are not restricted for pedestrians and emergency vehicles.

15. Exhibitors requiring the use of space outside of the Site area must have specific dimensions approved by the EEC Event Coordinator prior to July 5, 2019. **There will be no space available adjacent to the Site for vehicles or trailers to be parked.**

16. The Exhibitor must keep the Site in a clean and safe condition during EnviroFest and at the end of EnviroFest the Exhibitor must clean its Site and surrounding area to the satisfaction of the EnviroFest Coordinator.

17. The EEC will arrange for security to be provided at the venue during the event from 12:00-6:00 p.m.

18. The EEC has the right to regulate or prohibit any Exhibitor activities that the EEC considers may cause excessive noise levels or annoyance to other sites or the public or detract from the amenity or atmosphere of EnviroFest.

19. The EEC may enter any Site or area of EnviroFest and remove any article, sign, picture or printed matter, which the EnviroFest Coordinator considers is not eligible or appropriate for display or offensive or is not within the spirit of EnviroFest.

20. On Saturday, August 3, 2019 the Exhibitor must completely pack up the Site and remove any displays, plant or equipment or other material from the Site and the surrounding area. However, the Exhibitor must not pack up the Site until after 6:00 p.m.

21. The EEC is not required to fulfill requests for equipment including tents, tables, chairs, electric outlets, or other similar requests. All vendors MUST supply their own equipment and volunteers or staff. Vendors requiring electricity or tables must indicate that on the registration form and pay the appropriate fee in order to reserve that equipment. Canopy tents and chairs are not available and must be supplied by the vendor.

INSURANCE AND INDEMNITY

22. The Exhibitor must have liability insurance cover for the duration of EnviroFest and for one month afterwards. By attending and displaying at EnviroFest, the Exhibitor is deemed to expressly warrant to the EEC that the Exhibitor has such insurance cover.

23. The Exhibitor:

- a. retains all risk in any items displayed at the Site or the products of the Exhibitor used at EnviroFest;
- b. is responsible for arranging insurance for such items; and
- c. releases the EEC from all liability for the safety or security of the Sites or any loss of or damage to any items displayed at the Site or the products of the Exhibitor used at EnviroFest, whether caused by theft or willful act, accident or negligence, fire, flood or any other event.

24. The Exhibitor hereby:

- a. Accepts all responsibility for and shall hold the EEC fully indemnified against, any loss, damage, claim or cost (including legal costs on a full indemnity basis) caused by or in any way related to any act or omission of the Exhibitor in connection with the Exhibitor's participation in EnviroFest, including damage or injury to any person or property caused by any activity, machine, implement or apparatus;
- b. Undertakes to conform with the requirements of any law regulating the Exhibitor's activities in connection with EnviroFest (including any Act, regulation, by-law or ordinance made by any Government, semi-Government or local Government Authority) such as laws relating to the erection of structures, displays, demonstrations and trade and commerce.

25. In no event shall the EEC be liable to the Exhibitor for any special, consequential or indirect loss or damage or loss of anticipated revenue or lost profits, regardless of the form of action (including negligence).

CANCELLATION AND TERMINATION BY THE EEC

26. If the EEC cancels or postpones EnviroFest, the EEC may terminate this contract by giving the Exhibitor written notice. If the EEC cancels

EnviroFest, the EEC shall refund fees paid to the EEC. However the EEC shall not be liable to the Exhibitor for any compensation whether on the grounds of loss of profits or otherwise in respect of such cancellation or postponement.

27. If the EEC considers that the Exhibitor is in breach of any of these terms (including where the Exhibitor has provided misleading information in its application form, or does not occupy the Site during the full period of EnviroFest) the EEC may terminate this contract by giving the Exhibitor written or oral notice, and without limiting the rights of the EEC or the Exhibitor's liability, the EEC may re-allocate the Site and retain any money paid by the Exhibitor in relation to EnviroFest.

GENERAL

28. The EEC reserves the right to amend any of these terms at any time without prior notice to the Exhibitor; however the EEC shall use reasonable efforts to ensure that a current version of these terms is available on EnviroFest website at all times.

29. The Exhibitor agrees to abide by any reasonable directions given to it by the EEC during the running of EnviroFest.

30. All exhibitors are expected to display appropriate levels of respect towards other exhibitors, the EEC staff, volunteers, and the public. This includes avoiding any activity that may disrupt the experience of these people; such as loud noises, inappropriate language etc.

31. Where these terms anticipate the EEC giving an approval or consent, or exercising its judgment, the EEC may do so in its absolute discretion and subject to any terms determined by the EEC. The EEC is not obliged to give reasons for giving or withholding its consent or for giving its consent subject to terms.

32. In these terms: headings are for convenience only and shall not affect interpretation; words like "such as" and "including" shall not imply any limitations; Exhibitor means the person or entity who applies to exhibit at EnviroFest and that person's or entities officers, employees, contractors, representative, volunteers and agents; and the EEC means the Elkhart Environmental Center and that entity's employees, contractors, representatives, volunteers and agents.



WEATHER RELATED CONTINGENCY PLAN

With the increasing advent of festival style gatherings in the downtown (including Island, High Dive and Bicentennial Parks) area of the central portion of the city, it has become necessary to develop a detailed plan for the advent of severe weather and the orderly evacuation of these events for the safety of all citizens.

On duty emergency personnel (joint emergency command center) should maintain contact with the Elkhart Communications Center for periodic weather reports. This communication should allow ample time for emergency personnel in cooperation with festival organizers to safely end the festivities and evacuate patrons either to the prescribed shelters or completely from the downtown area.

Advanced warning from the Communication Center will be necessary in order effectively facilitate safe operations. If inclement weather is eminent, a 30-minute warning shall be issued by the Communications Center. This should allow adequate time for the evacuation of the premises and the closing of all vendor operations.

The Elkhart Civic Plaza itself only offers one opportunity for shelter: the parking area underneath the plaza overhang. Surrounding businesses and buildings, such as the Lerner Theater and IU Elkhart, among others, may provide limited additional opportunities for emergency shelter, if necessary. The 30-minute warning shall be provided to personnel in order to effect safe operations. As outlined previously, all others will need to be evacuated completely.

If any other type of public emergency arises, the ranking on-scene public safety officers shall determine the best course of action to be taken, up to and including the cessation of activities.

Communications Center non-emergency # is 574.293.2175

For all emergencies please dial 911 to reach them.



ZERO-WASTE INITIATIVE

The Exhibitor agrees to comply with all expectations and requirements aligning with the EnviroFest Zero-Waste Initiative. The Zero-Waste Initiative refers to the effort to eliminate or drastically reduce the amount of garbage generated at EnviroFest. The Exhibitor agrees:

- a. to limit any and all containers and/or supplies to those considered reusable, recyclable, and/or compostable materials.
- b. not to bring or contribute any single-use materials/items (meaning any materials/items that are used one time and disposed into trash) to EnviroFest including, but not limited to, single-use water bottles, bags, wrappers, food/drink containers, etc.

Any parties who do not comply with the Zero-Waste Initiative or are found to be in violation of this clause up to and including the day of the event, will not be permitted to participate in the event. Where the EEC receives notice of cancellation after July 5, 2019 the EEC shall retain the entire Fee. The EEC may in its discretion give a partial refund where the EEC deems it appropriate in the circumstances.

Please contact EEC staff with any questions on materials that you are unsure of. It can be confusing and the EEC staff can help provide better understanding.