



EnviroFest 2023 Booth Application & Agreement

Application Deadline: Friday, July 8, 2023 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 12th, 2023 Time: 3:00 – 8:00 PM
Venue: Island Park
N. Main St. & E. Sycamore 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), or donated (donation discount 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!**
- Canopy tents will not be provided. We recommend bringing a canopy if you want cover or shade. Please refer to FAQs for details.
- Food Vendors must comply with Elkhart County Health Department Temporary Food Service Guidelines.
- Food Vendors must be prepared for **Health Department inspections at 1:30 PM.** (Inspection time may vary depending on amount of inspections needed)
- 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)

*Late applications will be accepted at the sole discretion of EEC Staff. A late fee of \$20 may be required for accepted applications.

BOOTH LOCATION

Booth location is determined by the event coordinator and committee. We do not guarantee locations, but we do our best to accommodate requests (e.g. being located near another booth, a specific area of the event, etc.) **Please also indicate here if you would like to be included/located in the Kids Area.**

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

BOOTH TYPE (10' X 10' Space)

- | | | | |
|---|------|---|----------------|
| <input type="checkbox"/> Exhibitor Booth (No Sales) | \$15 | <input type="checkbox"/> Food Vendor | \$125 flat fee |
| <input type="checkbox"/> Government Organization | \$0 | <input type="checkbox"/> Vendor Booth (Sales) | \$20 |

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).

- | | |
|---|---|
| <input type="checkbox"/> Apply for Donation Discount (\$10) | <input type="checkbox"/> Apply for Demonstration Discount (\$5) |
|---|---|

ADDITIONAL FEES: The following may be requested for a fee. Supply is limited and reserved on a first-come, first-served basis. Electricity for booths (if you are **not** a food vendor) is limited and will only be supplied according to need and availability.

- | | | | |
|---|------|--|-------------|
| <input type="checkbox"/> Electricity (1 <u>standard</u> outlet) | \$50 | <input type="checkbox"/> 8' Table (2 max.) | \$15 (each) |
| <input type="checkbox"/> Double Space (10' X 20') | \$15 | <input type="checkbox"/> 8' Table (2 max.) | \$15 (each) |

SET-UP/TAKE-DOWN INFORMATION

Exhibitors and vendors may set up any time between 11:00 AM and 2:00 PM on Saturday, August 12th, but **must be completely set up by 2:30 PM.** Take-down may begin **only after 8:00 PM**, when the event ends. **You may not drive onto the Island (for either setup or take-down) unless directed by EEC staff.**

If you need to drive onto the Island for setup, you **must** reserve a drive-on time in advance. Please indicate your preferred 1st and 2nd choices for a 30-minute timeslot between 11 AM and 2 PM here: _____

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: Electricity \$150 flat fee

Specify the number and type of outlets; power (AMPS) 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 2023 Terms & Conditions

Saturday, August 12th from 3:00 – 8:00 PM
Island Park, 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 12, 2023**, to be held at Island Park 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

- Initial
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 8, 2023, the EEC shall refund 50% of the Fee and retain the balance. Where the EEC receives notice of cancellation after July 8, 2023 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 8, 2023 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

- Initial
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

- Initial
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 2:30 PM on Saturday, August 12, 2023. 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 unless directly permitted by EEC staff. 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 8:00 PM or the closing time of the event, whichever is later, on Saturday, August 12, 2023.
 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 8, 2023. **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 3:00 PM -8:00 PM.

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 12, 2023 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 8:00 PM.

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.

Initial

WEATHER RELATED CONTINGENCY PLAN

With the increasing advent of festival style gatherings in the downtown area of the central portion of the city (including Island, High Dive and Bicentennial Parks), 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.

Island Park itself does not provide opportunity for shelter. Surrounding businesses and buildings, such as the Elkhart Aquatics Center, Easy Shopping Place, 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.

Initial

COVID Clause

The Exhibitor agrees to comply with all expectations and requirements set out by the Elkhart County Health Department and CDC. The Exhibitor agrees practice social distancing whenever possible, as well as to comply with whatever additional health and safety measures are suggested by the Elkhart County Health Department and the CDC. The EEC reserves the right to cancel or alter the event for health and safety concerns.