



Presents:

Flagler Green Expo at Creekside Festival!

Out of State Attendees From:

Georgia, Indiana, West Virginia
& Rhode Island!

Food, Entertainment &
Fun for the entire family!



Presented by:
The Flagler Home Builders Association

EXHIBITOR & SPONSOR APPLICATION

OCTOBER 9 & 10, 2010

FLAGLER COUNTY'S HISTORIC PRINCESS PLACE PRESERVE

2500 Princess Place Road, Palm Coast, FL 32137 (off Old Kings Road)

Saturday 10am - 6pm & Sunday 10am - 4pm

Creekside Festival is now in its 6th year! It is an established event that draws 12,000+ attendees over this exciting 2 day event! Visitors from Alachua, Brevard, Clay, Broward, Duval, Hillsborough, Lake, Marion, Orange, Osceola, Palm Beach, Pinellas, Putnam, Seminole, St. Johns, Volusia & Flagler Counties are EAGER to see your products & services!

Flagler Home Builders Association
4863 Palm Coast Parkway, Suite 1 • Palm Coast, FL 32137
Phone: 386-445-9399 Fax: 386-951-6630

www.FlaglerGreenExpo.com

EXHIBITOR INFORMATION

EXHIBITORS FEE INCLUDES:

- 8ft table, 2 chairs, waste basket, booth ID sign (8½ x 11), 2 car passes per exhibitor, paid Florida State Sales Tax, and listed on FlaglerGreenExpo.com with a link to your website for 1 year

EXHIBITOR FEE:

HBA & Flagler Chamber Members

- \$300 - Application & payment due by September 17, 2010

Non HBA Members and Non Flagler Chamber Members

- \$400 - Application & payment due by September 17, 2010

Additional 10 x 10 Booth Space (excludes table, chairs, waste basket, tent) - \$125

EXHIBITOR TENTS OPTIONS:

- 10 X 10 tent available for additional charge of \$50 per tent (includes setup)
- Bring your own 10 X 10 tent

SPONSORSHIP OPPORTUNITIES: (ALL SPONSORSHIPS INCLUDE FLORIDA STATE SALES TAX)

Expo Partner - \$2,500

- 10 x 10 tent, booth ID sign (8½ x 11), 8ft table, 2 chairs, waste basket, 2 vehicle passes
- Media recognition (HBA announcements, Press Releases, Facebook, Twitter, etc. . .)
- Logo on front cover of event program
- Full page ad in event program (ready made ad provided by you)
- Logo on the front page of www.FlaglerGreenExpo.com with a link to your website for 1 year
- Logo on the *Green Page* of www.FlaglerHBA.com with a link to your website for 1 year

Gold Sponsor - \$1,500

- 10 x 10 tent, booth ID sign (8½ x 11), 8ft table, 2 chairs, waste basket, 2 vehicle passes
- Logo on front cover of event program
- 1 / 2 page ad in event program (ready made ad provided by you)
- Logo on the front page of www.FlaglerGreenExpo.com with a link to your website for 1 year
- Logo on the *Green Page* of www.FlaglerHBA.com with a link to your website for 1 year

Silver Sponsor - \$1,000

- 10 x 10 tent, booth ID sign (8½ x 11) , 8ft table, 2 chairs, waste basket, 2 vehicle passes
- 1 / 4 page ad in event program (ready made ad provided by you)
- Logo on the front page of www.FlaglerGreenExpo.com with a link to your website for 1 year
- Listed on the *Green Page* of www.FlaglerHBA.com with a link to your website for 1 year

Green Sponsor - \$500

- 10 x 10 tent, booth ID sign (8½ x 11), 8ft table, 2 chairs, waste basket, 2 vehicle passes
- 1 / 8 page ad in event program (ready made ad provided by you)
- Logo on the participants page of www.FlaglerGreenExpo.com with a link to your website for 1 year
- Listed on the *Green Page* of www.FlaglerHBA.com with a link to your website for 1 year

- This is an outside event and will be held rain or shine, there will be no refunds due to weather.
- There will be no electricity available, you must bring your own generator if you need electricity.
- Bring your own containers or tarps to cover or lock your displays during closed hours. **There is NO overnight security, however the gates will be locked.**

PARTICIPATION AGREEMENT



October 9 & 10, 2010
Princess Place Preserve
2500 Princess Place Road
(off Old Kings Road)

Please complete, sign and return this Agreement to:

Flagler HBA
4863 Palm Coast Pkwy, NW, Suite 1
Palm Coast, FL 32137

or fax to **(386) 951-6630**

or email to **flaglrgreenexpo@yahoo.com**

PLEASE PRINT

Company or Organization (as it should appear on materials) _____

Contact Person / Title (to coordinate / receive all exhibitor materials & information) _____

Phone Number - Include Area Code _____

Cell Phone Number (for HBA use only) _____

Email Address _____

Mailing Address _____

City _____

State _____

Zip Code _____

Web Address _____

PLEASE CHECK ALL THAT APPLY

Sponsorships

___ \$2,500 Green Expo Partner ___ \$1,500 Gold Sponsor ___ \$1,000 Silver Sponsor ___ \$ 500 Green Sponsor

HBA & Flagler Chamber Member Exhibitor Fees

___ **\$300 - 10 x 10 space, 8ft table, 2 chairs, waste basket - NO TENT / Application & payment due by September 17, 2010**

___ \$125 - additional 10 x 10 booth space (excludes setup & tent)

___ \$ 50 - to add a 10 X 10 tent (includes setup & tear down)

Non HBA & Non Flagler Chamber Member Exhibitor Fees

___ **\$400 - 10 x 10 space, 8ft table, 2 chairs, waste basket - NO TENT / Application & payment due by September 17, 2010**

___ \$125 - additional 10 x 10 booth space (excludes setup & tent)

___ \$ 50 - to add a 10 X 10 tent (includes setup & tear down)

___ **YES, I am bringing a generator**

___ **NO, I am not bringing a generator**

\$ _____ Sponsorship Fee

\$ _____ Exhibitor Fee

\$ _____ Tent Rental

\$ _____ Additional Booth Space

\$ _____ **Add 3% Administration Fee if Paying with Credit Card**

\$ _____ **Total Due**

Payment Form: ___ Check Payable to Flagler HBA

___ Visa

___ Master Card

___ AmEx

___ Discover

Number _____ Expiration _____ Security code _____

Cardholder (Print) _____ Signature _____

Billing Address _____ City _____ State _____ Zip _____

 Exhibitor / Sponsor Signature

 Date

As an authorized representative of the Company / Exhibitor contracting services described above, I have read and understood the content of this Agreement as set forth here and in the Flagler Green Expo Terms & Conditions, and agree to abide by them. Fax or email transmission of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

Agreement will be considered valid when signed by Flagler HBA. Once approved, a confirmation will be emailed to you.

Approved by Flagler HBA _____ Date _____

Mail to: 4863 Palm Coast Pkwy, NW, Suite 1 • Palm Coast, FL 32137 or Fax: 386-951-6630 or Email: flaglrgreenexpo@yahoo.com

TERMS AND CONDITIONS

As a Flagler Green Expo Exhibitor / Sponsor on October 9 & 10, 2010 at Princess Place Preserve, Palm Coast, Florida,

I agree to adhere to the following:

Contract: The Participation Agreement signed by Exhibitor / Sponsor (hereinafter Exhibitor) and Flagler Home Builders Association, (hereinafter HBA) shall constitute a valid binding contract, once approved by HBA. HBA reserves the right to accept and reject any applicant.

Entire Agreement: The Participation Agreement and these TERMS & CONDITIONS represent the entire Agreement between the parties hereto and supersede all previous agreements, whether oral or written, with respect to its subject matter. No change or modification of the entire Agreement shall be valid unless it is in writing and signed by all parties.

Payment and Cancellation: Exhibitor shall pay in full all amounts due as described in the Participation Agreement upon signing and submitting it to HBA; Payment shall be made by check, Visa, MasterCard, AmEx or Discover. All checks are to be made payable to Flagler Home Builders Association; a \$25.00 service fee shall be charged on all returned checks. Any and all cancellations shall be submitted by Exhibitor to HBA in writing by 5pm on September 17, 2010 for a full refund, less \$75 administrative fee. **NO REFUNDS FOR CANCELLATIONS AFTER SEPTEMBER 17, 2010.** HBA reserves the right to cancel and resell any assigned exhibit space or sponsorships in the Expo Guide if total payment is not received by September 17, 2010.

Space Assignments and Programmed Events: HBA shall exercise full authority over the assignment of all Exhibitor booths and sponsorships, in the Expo Guide and programmed events at the Expo; Exhibitor shall not sell, sublet, share, exchange or assign his rental space or sponsorship to any other party; HBA shall reserve the right, should any rented space/service to an Exhibitor remain unoccupied or unused on the day of the Expo or should be forfeited due to failure to make proper payment, to rent said space/service to any other exhibitor, or use said space/service in any other manner. Notwithstanding the generality of the foregoing, the previous sentence shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in his contract; HBA reserves the right to alter locations of booths as shown on the official plan and programmed events in the best interest of the Expo.

Federal, State and Local Taxes, Licenses & Regulations: Exhibitor shall be solely responsible for obtaining any licenses, permits, approvals and any necessary tax identification numbers under federal, state or local laws applicable to its activities at the Expo; Exhibitor shall be solely responsible for paying all taxes, license fees, use fees, royalties or any other fee, charge, levy or penalty that become due to any governmental authority in connection with its activities at the Expo; Exhibitor shall assume responsibility for compliance with all pertinent ordinances; regulations and codes of duly authorized Local, State, Union and Federal governing bodies concerning fire, accident, or any other cause, including but not limited to all rules and regulations of the Event Facility.

Exhibitor Guidelines: Exhibitor shall keep the exhibit opened and staffed at all times during show hours; All exhibits shall be set-up and ready at least one hour prior to show opening. Exhibitors that do not comply with the foregoing may lose their exhibit spaces without a refund; Exhibitors must tear down and move out as established by the event program and will assume sole and entire responsibility for any losses that may occur to its exhibit and display if move out deadline is not met; HBA shall reserve the right to exclude, reject or require modification of any exhibitors display, demonstration or advertisement deemed inappropriate or inconsistent with the purpose of the Expo and to remove any one displaying unbecoming or insulting conduct; Exhibitors shall not obstruct the general view nor hide the exhibits of others; Exhibitor display shall meet all the required fire regulations; There is no music allowed or any PA system operated from the exhibit space without the authorization of HBA; HBA must approve all food and beverage sampling. The selling of any beverage or food product is strictly prohibited; the distributing of any material is prohibited beyond the assigned exhibit space. This includes on or around the exhibitors booth; The parties to this agreement expressly agree and acknowledge in the event Exhibitor fails to comply with the aforementioned guidelines subject to the reasonable discretion of HBA, such Exhibitor may lose the assigned exhibit booth without any refund; HBA reserves the right to modify the Expo TERMS & CONDITIONS at any time.

Insurance Policies: Exhibitor shall carry and maintain insurance during the Expo, including move-in and move-out days, and at its sole cost and expense, personal injury and property damage coverage under a policy of general liability insurance, with limits of at least \$1,000,000 for bodily injury, death and for property damage or combined single limit bodily injury and property damage policy with limits of \$1,000,000. Exhibitor warrants that by signing the Participation Agreement, it will comply with these insurance regulations.

Liability, Loss, Theft, Property Damage or Destruction and Personal Injury: Exhibitor hereby waives any and all claims against HBA, its principals or staff and agents, and Exposition Site, its principals, staff and agents, resulting from loss, theft, damage or destruction of its property or from personal injuries to it, its agents, or employees; Exhibitor assumes full and complete responsibility for any damage or destruction of the property of others and all liabilities of any kind arising from its participation in the Expo, on, before and after the actual Expo and it hereby holds HBA, its principals or staff and agents, and Exposition Site its principals, staff and agents harmless in such event; Exhibitor agrees that no guarantees of attendance or sales, express or implied, have been made by HBA, nor its employees and/or its agents. Exhibitor agrees to hereby and forever discharge, release and hold harmless HBA, its agents and employees and the Exposition Site from any claims arising from participating in the event; Every possible care is taken in the production and printing of the Expo Guide, On-site Banners, Signs & Expo Programs. However, if a mistake or omission occurs, HBA shall not be held liable and financially responsible.

Security: HBA shall exercise reasonable care for the protection of all exhibits and displays throughout hours of set-up, show time and move-out. Notwithstanding, HBA does not assume any responsibility for the exhibitors property, his staff or agents from theft, fire and accident, or any other cause. This is a 2 day event.

Advertising: HBA may take photographs or record videos of Exhibitors' booths, speaker presentations, guests and personnel before, during, or after the open hours of the Expo for any promotional and marketing purposes; Exhibitor also grants to HBA a perpetual non-exclusive license to use, display and reproduce the name, logo, product names, images or interviews of such Exhibitor in any media for promotional purposes.

Force Majeure: Execution of this Agreement is contingent upon the non-occurrence of circumstances unavoidable or beyond the control of the HBA; If HBA is unable to perform its obligations under this Agreement for any reason beyond the reasonable control of HBA including but not limited to acts of God, fire, explosion, vandalism, storm, flood, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, terrorisms, strikes, supplier failures, shortages, breach, or delay, such non-performance shall be excused and HBA may terminate this Agreement without further liability of any kind. In case of such incidents and under no circumstance shall Exhibitor payments be returned or refunded; HBA, its employees and/or its agents shall not be liable whatsoever for any delay and partial or total cancellation of the Expo; Exhibitor shall be responsible for any expenses incurred by as a result of any partial or total evacuation of Exposition Site by any reason or due to a strike or labor dispute beyond the control of HBA, and shall remain liable for the full contract price in such events.

Final Provisions: HBA shall have the right to change the location and the time of the Expo provided that it shall give the Exhibitor immediate notice of such change; If Exhibitor fails to make a payment required by this Agreement in a timely manner, or the Exhibitor substantially breaches any other obligation under this Agreement, HBA may terminate this Agreement (and Exhibitor's participation in the Expo), without further notice and without obligations to refund any monies previously paid by Exhibitor; Exhibitor shall indemnify and hold HBA harmless from all costs and expenses, including reasonable attorneys' fees (whether or not mediation, arbitration or suit is instituted and if mediation, arbitration or suit is commenced, attorneys' fees at the trial and appellate levels) and court costs, incurred by Exhibitor as a result of Exhibitor's tortious or criminal acts or other Exhibitors violation of the Agreement; This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance, and causes of action may only be brought in Flagler County.