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SAFETY
FAIR

OCTOBER 23RD, 2010

BUNNELL CITY HALL
200 S. Church Street, Bunnell, FL

NON-PROFIT EXHIBITOR APPLICATION

Featuring:

Ms. Mola's
Make - Ola

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RECYCLING!



A powerful
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organizations looking for
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services and ideas. . .

Presented by:

The Flagler Home Builders Association

(386) 445-9399

www.flaglergreenexpo.com

PARTICIPATION AGREEMENT



October 23, 2010
Old Bunnell City Hall
200 S. Church Street
Bunnell, FL

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 flaglergreenexpo@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 _____

Non-Profit Exhibitor Fees

Exhibitor

_____ \$25 - 10 x 10 space, 8ft table, 2 chairs, waste basket - **NO TENT** / Application & payment due by August 31, 2010

_____ \$55 - 10 x 10 space, 8ft table, 2 chairs, wastebasket - **NO TENT** / Application & payment due by September 30, 2010

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

You must provide a copy of your organization's DR 14 and complete the City of Bunnell Special Events Local Business Tax Receipt Information (included in the above fees)

Payment Information

\$ _____ Exhibitor Fee

\$ _____ Tent Rental

\$ _____ **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: flaglergreenexpo@yahoo.com



LBTR No: _____

Official Use Only

THE CITY OF BUNNELL, FLORIDA
CROSSROADS OF FLAGLER COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
Phone: 386-437-7516 Fax: 386-437-8253

SPECIAL EVENTS Local Business Tax Receipt

Vendor dates: 10-23-10 through 10-23-10 (Include setup date and take down date)

Vendor location: Bunnell City Hall, 200 South Church Street, Bunnell, FL 32110
(City of Bunnell Location Where Event Is Being Held) (Separate Application Required For Each Location)

Vendor:
Business name: _____
Business location: _____
Business mailing address: _____, City/State/Zip: _____
Business phone: _____ Fax: _____ Emergency: _____
Business owner / manager: _____ Phone: _____
Business FEIN: _____ or SSN (only if no FEIN): _____
Type of business (describe in detail the service or products to be sold or provided, i.e. jewelry, food, tattoo, t-shirts, etc.): _____

Number of Employees: _____

Florida-based businesses: copy of Local Business Tax Receipt from business home location.

Businesses regulated by The State of Florida:

State certification or registration number(s): _____

Tattoos / Permanent Makeup / Body Piercing (location requires approval): Present a copy of the Permit(s) or Exemption(s) from the County Health Department for each type of occupation.

Alcohol/Beer/Wine: Copy of State permit / extension (location specific): _____

NOTE: (Copy of all applicable license(s), permit(s) and/or registration(s) must accompany this application)

Fire Marshal: If a tent is to be used, it must have sewn into the material from the factory a label stating that it is flame resistant (or flame retardant for cooking), and the organization certifying with the code indicated.

I certify that the information provided above is true and correct to the best of my knowledge. I understand that any false or misleading information provided in this application and/or failure to comply with all applicable Local, County or State laws, rules, regulations, ordinances will be sufficient cause for the immediate revocation of this Tax Receipt. I also understand that a Fire Inspection may be conducted and this Tax Receipt may be revoked if found in non-compliance.

Applicant: _____ Signature: _____
(Please Print) ~ Manager / Owner / Operator of Vendor Business

Property Owner / Manager of Event Location

Property owner or authorized manager of event location: By signing below I am authorizing the Vendor listed above to conduct business on a temporary basis for this event on said date(s) and location as listed above. I understand that this application may be denied if approval for location is not obtained. This Tax Receipt may be revoked if parking becomes insufficient, traffic hazard is created or Fire and Safety requirements are not met.

Name: _____ Phone # _____ Emergency # _____
(Please Print) ~ Owner / Operator / Manager of Event Location

Local Business Tax Receipt #: _____ Signature: _____

Zoning _____ Change of Use YES NO

Approval from Zoning Official _____

Date: _____

TERMS AND CONDITIONS

As Flagler Green Expo Exhibitor / Sponsor on October 23, 2010 at Old Bunnell City Hall, 200 S. Church, Street, Bunnell, 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 September 30, 2010 for a full refund, less \$75 administrative fee. **NO REFUNDS FOR CANCELLATIONS AFTER SEPTEMBER 30, 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 30, 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.

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 tortuous 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.