



Naperville Jaycees Last Fling 2009 Community Booth Agreement

This AGREEMENT made as of this _____ day of _____, 2009 between THE NAPERVILLE
JAYCEES, of Naperville, Illinois (hereinafter "Jaycees"), and

Contact person for Participant
(Hereinafter "Participant")

Organization Name: _____

Address: _____

Phone: _____ E-Mail: _____

Fax: _____ Contact Person Address and Phone (if different from above):

Address: _____

Phone: _____ E-Mail: _____

Whereas, the Participant wishes to use a Jaycee Community Booth at this year's Last Fling for the following purposes (Describe
activity, any giveaways, or other items) subject to approval by the Jaycees:

And, the Jaycees wish to allow the Participant to use such a booth at the Last Fling, the parties agree as follows:

The Jaycees agree:

1. To provide Participant with booth space in a carnival trailer during setup and the open hours of the Last Fling.
2. To provide Participant one 110-volt, 15-amp electrical circuit plus general lighting in each booth space. Participant is responsible for bringing their own heavy-duty outdoor extension cord if needed to reach booth outlet.
1. Additional 110-volt, 15-amp circuits will be provided as determined necessary at an additional cost to Participant of \$125.
2. Special electrical circuits will be provided as determined necessary at the cost of \$250 per hour, one hour minimum by the electrical contractor providing wiring services for the Last Fling.
3. Participant shall provide the Jaycees with a written list of all electrical appliances the Participant plans to use in the booth no later than August 19th of this year (including any special electrical needs such as equipment).

The Participant agrees:

1. **To pay the Jaycees a fee of \$300.00 for participation** in the Last Fling upon signing of this agreement. THIS FEE SHALL BE NON-REFUNDABLE.
2. To keep their activities in the Last Fling open for the following hours during the Labor Day Weekend:

Friday, September 4 5:00 pm - 10:00 pm
Saturday September 5 10:00 am - 10:00 pm
Sunday September 6 10:00 am - 10:00 pm
Monday September 7 10:00 am - 6:00 pm

We encourage all Participants to be open during the above hours. If you plan to close earlier, please let us know so we are aware that your booth will be unoccupied. All booths will be locked at closing time only.

1. To perform only that authorized activity stated on the first page hereof and to not conduct any other activities or sales of other food or beverages without prior written permission from the Jaycees.
2. To establish a selling price for any food or beverage items available to the general public and to keep the selling price in effect during the entire Last Fling weekend.
3. To be solely responsible for the acquisition of any and all necessary health, food, or other temporary permits required. NOTE: A raffle permit is required if selling any type of raffle tickets.
4. To limit the solicitation for sales to the front of the booth and the area under the awning. No soliciting is permitted in the street area.
5. To provide their own banners or posters identifying their operation.
6. To wear uniforms, hats, T-shirts, or other items of clothing to help identify the members involved in the Participant's operation.
7. To clean and secure the Participant's area each night.
8. To restrict activities to assigned booth area only.
9. To restrict all commercial advertising, regardless of donations given to Participant to fund the booth. The name of the Participant and generic signs (i.e., popcorn, candy, nachos) may be displayed.
10. To understand that the trailer containing multiple booths will be padlocked between final closing time and the earliest opening time each day. Participant agrees that the Jaycees are not responsible for providing any other overnight security of the booth and not hold the Jaycees responsible for the loss or damage to any material left in the trailer overnight.
11. To conduct the agreed upon activity themselves and that it will not sublet or subcontract this space or activity to any other group or commercial establishment.

The Participant further agrees:

1. **To provide to the Jaycees, in advance of the event, A CERTIFICATE OF INSURANCE which shall include but shall not be limited to liability coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00). The following parties shall be included on said certificate as additional insured parties:**
 1. **Naperville Jaycees**
 2. **Naperville Community Charitable Organization, Inc. (NCCOI)**
 3. **Naperville Park District**
 4. **City of Naperville**
2. The Jaycees shall have the sole authority to assign spaces at the Last Fling. This Agreement may be canceled for the Participant's failure to comply with any of the requirements established by the Jaycees as stated in the Agreement, or any other reasonable rules or regulations for the use and operation of the booth established by the Jaycees.
3. To indemnify and hold harmless the Jaycees, NCCOI, the Last Fling Committee, and any officer or member of the Jaycees against any expense or damage (including attorneys' fees) incurred by them in connection with any claim, lawsuit, or proceeding arising out of or in connection with any act or omission of Participant or its agents in connection with the Participant's involvement with the Last Fling.
4. If the participant should fail to comply with any requirements of the Agreement, specifically including, but not limited to timely submission of electrical requirements and proof of insurance, then the Jaycees may cancel this Agreement and retain all moneys deposited as liquidated damages.

IN WITNESS THEREOF, THE PARTIES HERETO CAUSE THEIR SIGNATURES TO BE AFFIXED HERETO:

Contact Person for Participant Date

Organization Name

The Naperville Jaycees, Community Booth Chairperson Date

The Naperville Jaycees, Executive Committee Chairperson Date