

# Clark Public Utilities Pollinator Festival

June 24, 2023 / 10a – 4p



## Exhibitor Participation Agreement

Company Name (Exhibitor) \_\_\_\_\_

Address (mailing) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (       ) \_\_\_\_\_

Email Address \_\_\_\_\_ Table/Chair needs \_\_\_\_\_

Detailed description of display and messaging \_\_\_\_\_

### The Exhibitor shall:

1. Read and agree to the terms and conditions provided with this agreement for the good of the event.
2. Supply and install 10x10 event tent, as needed, in your assigned space.
3. Agree to have goods in place in the assigned booth by 9:30 a.m., and keep booth staffed during fair for the duration of the event from 10 a.m. to 4 p.m. on Saturday, June 24.
4. Not sublet or assign any portion of the contracted space to another party not listed on this contract.
5. Display and give away only those items/materials specifically listed in this contract. Any items/materials not specifically listed and have been falsely entered, violate this agreement or are found to be unsuitable or objectionable in the sole discretion of the event sponsor, must be removed immediately.
6. Keep all activities and display matter within the space assigned.

### Clark Public Utilities (the Event Producer) shall:

1. Provide an agreed upon space that will include 1 8' table and 2 chairs for use during the event.
2. Promote the event to the public through general advertising platforms for the purpose of encouraging public attendance.
3. Use reasonable safeguards against fire, theft and accidents, but does not assume any liability for damage to goods or property of the Exhibitor from fire, theft, water or storm, or any liability for accidents to persons or property.

The Event Producer shall not be responsible for the safety of, or liable for damage or loss to, Exhibitor's property or personnel, including because of theft, fire, accident or any other cause, whether the result of negligence or otherwise, unless caused by the gross negligence of the Event Producer. Exhibitor is required to maintain, and will provide the Event Producer with evidence of, adequate insurance to cover Exhibitor's acts, omissions, property and personnel, including liability arising from bodily injury or property damage and shall name Clark Public Utilities as an additional insured on any property and liability insurance. A Certificate of Insurance must be received by the Event Producer within three weeks of the scheduled event.

Exhibitor hereby agrees to indemnify, defend, and hold harmless Clark Public Utilities, its officers, employees, representatives, and agents, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney's fees) arising directly or indirectly out of or in connection with (i) any intentional or negligent act or omission by Exhibitor or any of its employees or agents, and (ii) Exhibitor's occupancy and use of the Exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

### This agreement entered into by:

\_\_\_\_\_  
Exhibitor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Event Manager Signature

\_\_\_\_\_  
Date