



JENNIFER'S GARDEN presents, "The Taste" - Exhibitor Agreement

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This is an agreement between Jennifer's Garden Banquet & Convention Center and "Exhibitor", named below.

WHEREAS, Jennifer's Garden is presenting a show entitled "Jennifer's Garden presents, The Taste" at Jennifer's Garden Banquet & Convention Center on Friday, July 31st, 2020 and Saturday, August 1st, 2020. Times TBD. Exhibitor desires to provide food and beverage (non-alcoholic) to public.

THE FOLLOWING IS AGREED TO:

- 1) SPACES AND CHARGES: Exhibitor agrees to participate in the event and desires space as outlined below. Jennifer's Garden agrees to provide such space outside utilizing the parking lot. Participation is governed by the additional agreements and regulations outlined below and on the reverse side of this agreement. Any & all payments are non-refundable; unless, IL Governors' restrictions are put back into place. This is the only way a refund will be issued.
2) EXHIBIT SPACE ALLOCATION: Booth areas will be sectioned off with blue tape on the ground. Allocation of these areas are on a first come basis and location requests will be considered but not guaranteed. Exhibitors will be assigned a space to work within, properly distanced from other exhibitors.
3) Booth Preference: 10x10 (\$100.00) 20x20 (\$200.00) (Does not include tables, chairs, canopy, electric, propane, etc)
Number of Booths Size COST: \$
TOTAL: \$

Registration Deadline 7-20-20

- 4) If payment in full or balance due is not received with signed contract, this contract is null, and void and space may be made available for sales to others. A service charge of \$50.00 will be assessed for all checks returned not paid.
5) Signatures below on this page represent acknowledgment of all agreements and regulations as listed on all pages attached.
6) Exhibitors are required to bring all supplies and materials necessary for booth. Jennifer's Garden is only providing event space.
7) To the fullest extent permitted by law, Exhibitor shall defend, indemnify and hold harmless Jennifer's Garden Banquet & Convention Center, and each of their respective officers, directors, employees and agents ("Indemnitees"), from and against all claims, damages, losses, costs, expenses, judgments and liabilities (including but not limited to attorney's fees, costs and expenses) that may be asserted against or incurred by any of them due to: (a) any real or personal property damage relating to Exhibitor's occupancy of the Indemnitees' property or any portion thereof, or Exhibitor's participation in the Event; (b) any accident or injury (including but not limited to personal injury and bodily injury) to any persons (including Exhibitor's employees), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with: (i) the performance of any services or the furnishing of any goods, materials, food, beverages or other property upon the Indemnitees' property by Exhibitor; or (ii) any negligent act or omission of the Exhibitor, its employees, contractors or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, unless the same is caused solely by the gross negligence or willful misconduct of the Indemnitees; and/or (c) any claim, ruling, and/or decision by any local state and/or federal agency or court that the Indemnitees must pay any tax or any kind because of a ruling that Exhibitor and/or its employees are employees of the Indemnitees, all regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability it is caused in part by a party indemnified hereunder.
8) If Exhibitor suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnitees or any other person or entity, Exhibitor shall not hold or seek to hold the Indemnitees responsible therefore, but rather, Exhibitor shall proceed solely against such person or entity causing such claim, damage or loss.
9) In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Exhibitor, its agents and employees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the greatest extent allowed by law.
10) Exhibitor's defense and indemnification obligations set forth in this Agreement shall survive the expiration or termination of the Event.

Exhibitor Name: Authorized Signature of Exhibitor Agent:

Date:

Accepted By: Jennifer's Garden Banquet & Convention Center Date: JG Agent Signature:

# EXHIBITOR'S RULES AND REGULATIONS

## Please Read Carefully and Save For Reference

Rules and regulations governing the show have been briefly written to advise exhibitors of their rights, restrictions and requirements. Any changes to the rules and regulations must be made in written form prior to the opening of the show.

### Eligibility Requirements

Applicants can be permanent, temporary, or mobile retail operation, who's primary function is the preparation and sale of food.

### License and other requirements

**Documentation for the licenses listed below, must be submitted at time of application.**

- Have all necessary City, County, and State operation licenses and permits.
- Grundy County Temporary food permit submitted with fees to Grundy County no later than seven (7) days prior to event. Contract can be found here: <https://www.grundyco.org/wp-content/uploads/2015/05/TempPacketApplication9-14.pdf>

### Insurance Requirements

**Applicants will be required to provide a Certificate of Insurance with the following insurance minimums for the dates of July 31<sup>st</sup> – Aug 2<sup>nd</sup>, 2020. Applicant must list "Jennifer's Garden" as additional insured.**

- Workers Compensation and Employers Liability minimum of \$500,000 each accident, illness of disease.
- Commercial General Liability minimum \$1,000,000 per occurrence
- Automotive Liability minimum of \$500,000 per occurrence
- Property (replacement) cost coverage

### Exhibitor Requirements

All applicants are expected to effectively maintain (both at The Taste and home base if applicable) the highest possible standards in terms of sanitation practices, proper food handling, professionalism and personnel training. This includes proper social distancing, wearing a mask while preparing/serving food and any other ongoing regulations set forth by the CDC, IDPH and Grundy County Health Department.

- All exhibitors are responsible to provide what is needed to safely and effectively offer their product. Which may include, but is not limited to tables, canopy, signage, propane, electric, etc.
- Exhibitors are responsible to be in compliance with the FDA food code and how it is translated by the Grundy County Health Department and its agents.
- During setup/event days, exhibitors are required to provide their own portable fire extinguisher, that is fully charged and properly maintained in accordance with IFC (International Fire Code).
- Most exhibitors are required to provide their own hand washing station. Hand Sanitizer is NOT an acceptable substitute. Grundy County Health Department has specific requirements on who must provide Hot/Cold Potable water with soap and paper towels. Full details will be listed when applying for a Temporary Food Permit.
- Since the majority of preparation for the event will take place off site, exhibitors must ensure the products they purchase are from licensed acceptable purveyors. In addition, vendors must ensure they have the proper arraignments in place to cook, store, and transport food in compliance with standard food sanitation practices.
- Exhibitors must provide and utilize proper grease storage and disposal in accordance with health department regulations.
- Exhibitors must provide applicable serving items (Plates, napkins, silverware, condiments, etc.) as necessary.
- Exhibitors are required to provide their own garbage can(s) and garbage bags. Dumpster will be located in designated area on west side grounds. Exhibitors are required to transport garbage in a safe and sanitary method to the dumpster.

# EXHIBITOR'S RULES AND REGULATIONS (Cont'd)

## Menu

Applicants are required to provide a category that best describes your establishment. We ask that you limit your offerings of 4 to 6 menu items. You may list proposed menu items on the application page. Since this is a Taste, we ask you provide smaller or "taste" portions of at least one item. We want to encourage and spread business to all exhibitors.

- Menu items as well as listed prices must be clearly legible and visible outside of booth during the duration of the event.
- It is suggested having a description listed of each menu item as well as any applicable allergen awareness information.
- Exhibitors are not allowed to sell or distribute any alcoholic beverages of any kind. Non-alcoholic beverages may be provided but must be listed on menu with applicable prices.

## Key Rules and Regulations

1. Exhibitors handle their own transactions via cash, credit, PayPal, Venmo, etc. Transactions needing internet/cellular connections must be coordinated by exhibitors. Jennifer's Garden will not be able to provide change services to exhibitors.
2. No nails/screws or other objects may be driven into the ground. No damage of any nature may be done to the booth structures or to any part of the building. No damage to waterways or landscaping may be done. Exhibitors will be held responsible for damages.
3. All aisles must be kept clear of exhibits, interviews, demonstrations, distributions; distribution of literature, etc. must be made inside of the exhibitor's space. No canvassing, solicitation of business or conference in the interest of business, except by exhibiting firms in allowed. All structural work, such as extra shelving, standards, display racks, etc., must meet the approval of show management.
4. Subletting of space is prohibited. Two or more firms may not exhibit in a single space unless approved by show management. No sharing of booths by two different Vendor businesses.
5. Many promotional items may be used in your display area
6. Show management must, first approve helium balloons used as decorations on a booth or exhibit, or they will not be allowed.
7. The Show Management reserves the right to refuse space, which would in any way detract from the dignity or the theme of the show.
8. Any special carpentry, wiring, gas, water or drainage connection shall be installed at the exhibitor's expense. And then only after approval of show management. All wires/cables need to be secured with tape by the Exhibitor to prevent any injuries.
9. Exhibitor, at his own expense, may purchase pipe & drape from management to block unsightly structures from view.
10. The exhibitor must supply all labor necessary in setting-up or removing exhibits.
11. The decision of the Show Management must be accepted as final in any disagreement between exhibitors or in the decision to remove from the show any exhibitor or his representative performing any act or practice, which in the opinion of the management, is objectionable. All payments are non-refundable.
12. All matters not covered in these conditions are subject to the decision of show management. All exhibitors are to recognize that the show management is to be held harmless for any act of God, natural occurrence, or abnormality and for all activities within the exhibitor's booth and acts performed by exhibitor and/or his representative.
13. All temporary structures including but not limited to tents, canopies, tables, etc. must be in good, operational order and must be properly tied down/secured.
14. The Show and Building Management will take all responsible precautions against damage or loss by fire, storm, strikes and other damages, but do not guarantee or insure the exhibitors against loss.
15. Brochures, pamphlets, video, product identification, or other collateral material are limited to only those brands and products not displayed or carried by any other dealer in this event.
16. Failure to comply with these rules will result in the closing down of the booth and forfeiture of any and all funds previously paid to show management by this exhibitor.
17. All rules and regulations are subject to the discretion of Show Management and any decision by Show Management shall be termed final.
18. Any exhibitor displaying a products or product line that is not listed on this contract will be removed from the show immediately and not allowed a refund of monies paid.

# EXHIBITOR APPLICATION

For Booth at Jennifer's Garden presents "The Taste"

Friday, July 31<sup>st</sup>, 2020 and Saturday August 1<sup>st</sup>, 2020

555 Gore Road Morris, IL 60450

**\*\*\*\*\*Deadline for Application and fees: MONDAY, JULY 20<sup>th</sup>, 2020 @ 5pm CST\*\*\*\*\***

Please print or type clearly. Incomplete applications will not be accepted.

## Contact Information

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Business Phone Number: \_\_\_\_\_

Business Website: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_

Owner Email Address: \_\_\_\_\_

Key (Event) Contact: \_\_\_\_\_

Key Contact Phone Number: \_\_\_\_\_

Key Contact Email Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_

## Category

*Please circle a category below that best describes your establishment.*

**Dessert** (Pastry, cake, candy)

**Ethnic** (Hispanic, Asian, Irish, Italian, Etc.)

**Ice Cream/ Italian Ice**

**General** (American, Southern Style, Etc.)

**Pizza**

**Ribs**

**Seafood**

**Vegetarian**

**Other** (Please explain) : \_\_\_\_\_

## Proposed Menu Items

List off menu items that you plan to sell. Keep in mind, that we are marketing this Taste for people to enjoy a variety of foods from many exhibitors. We suggest developing a taste portion of one to two items for people to enjoy in addition to your regular offerings. We ask you create your menu, portion size, and price accordingly.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_