

2019 WESTMONT PET PROMENADE VENDOR AGREEMENT

SUNDAY, MAY 19, 2019
11:00AM - 2:00PM



TY WARNER PARK, WESTMONT, IL

In exchange for the permission to occupy a booth at the Westmont Pet Promenade on Sunday, May 19, 2019, the undersigned Vendor/Organization agrees to the following terms as set forth by the Westmont Chamber of Commerce and Tourism Bureau (WCCTB).

1. Potential vendors must provide the following before the Chamber can accept a vendor booth application and grant a booth location:
 - A. Read and agree to Vendor Agreement,
 - B. Complete vendor form, including Agreement signed by the Vendor or duly authorized agent,
 - C. Complete and submit the Waiver of Liability & Hold Harmless Agreement provided by WCCTB
 - D. Payment of all fees
2. The Chamber will process completed requests in the order they are received. After receiving and accepting participant application, the chamber will send out a signed confirmation that will include event information.
3. Vendor will hold the WCCTB and the Westmont Park District harmless for any accidents and/or negligent acts of Vendor and employees of Vendor while participating at the event.
4. Vendor must comply with all applicable Federal, State, local laws and ordinances, as well as local and County Health Codes. Vendor must follow Village of Westmont and DuPage County regulations governing the sale of items (if applicable).
5. Vendors are responsible for the following: a) setup and removal of all equipment and other items used by the vendor for the event, b) removal of all unsold items at the end of the event, and c) removal of all trash from the assigned booth at the close of the event.
6. Setup of tents will begin no earlier than 9:30A.M. on Sunday, May 19 and **must be completed by 10:45A.M.** of that same day. Dismantling of Vendor tents will begin not prior to 2:00pm on the day of the event and must be complete by 3:00 PM
7. Vendor will provide any and all items needed for displaying, protecting and advertising their goods. Signage must be provided by Vendor.
8. WCCTB and the Westmont Park District are not responsible for any damage of personal equipment before, during or after the event.

I understand and agree to the vendor requirements as outlined above.

Name (Print) _____

Date _____

Signature _____

Business Name _____

Westmont Chamber of Commerce & Tourism Bureau

630.960.5553 | www.westmontchamber.com | 1 S. Cass Ave., #101, Westmont, IL 60559

2019 Westmont Pet Promenade
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the 2019 Westmont Pet Promenade and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Westmont Chamber of Commerce and Tourism Bureau (WCCTB), the WCCTB Board of Directors, or their officers, servants, agents, and employees as well as the Westmont Park District employees, agents or officers (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Illinois.

5. I UNDERSTAND THAT THE WCCTB nor the Westmont Park District WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

6. I also understand that I should and am urged by WCCTB and the Westmont Park District to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

7. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 2019.

Participant
