



SCOC Home Improvement Show
APPLICATION 2011

Simsbury Performing Arts Center, Iron Horse Boulevard, Simsbury, CT
 Saturday, September 10 – 11 am to 4 pm Rain Date: Sunday, September 11 – 11 am to 4 pm

BUSINESS NAME: _____ CONTACT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

DESCRIBE YOUR HOME IMPROVEMENT SERVICES: _____

CELL PHONE: _____

PHONE: _____ FAX: _____ E-MAIL ADDRESS: _____

(Required – Must be submitted with application)

CT License #: _____ CT Tax Registration #: _____
 (Required – Must be submitted with application if contractor)

➤ **EXHIBITION SPACES are made up of existing parking spaces on event site (each approx 9' x 18')**

Additional information:

- ✦ Trucks, cars, vans, trailers welcome
- ✦ **Please Note:** 20' trailers do not fit in two parking spaces
- ✦ **Does not include:** tent, tables, chairs or electricity
- ✦ Vehicles cannot be moved between 10:30am and 4pm on day of event

| | Simsbury Chamber Member | Non-Member: | <u>COST</u> |
|---|-------------------------|-------------|-----------------|
| <input type="checkbox"/> EXHIBITION SPACE – Standard (18' x 18') (2 adjacent parking spaces – minimum allowed) | \$200 | \$300 | \$ _____ |
| <input type="checkbox"/> EXHIBITION SPACE – Medium (18' x 27') (3 adjacent parking spaces) | \$300 | \$450 | \$ _____ |
| <input type="checkbox"/> EXHIBITION SPACE – Large (18' x 36') (4 adjacent parking spaces – maximum allowed) | \$400 | \$600 | \$ _____ |
| TOTAL DUE | | | \$ _____ |

Not a Home Improvement Contractor but want to exhibit?

Become an Event Sponsor!

"Premiere", "Gold" and "Silver" Sponsors come with guaranteed space.

Call 860-651-7307 for information

➔ Payment **MUST** be received with application- ➔ **DEADLINE for listing in event publicity: July 1, 2011**

- CHECK PAYABLE TO:** SCOC Home Improvement Show ● BOX 224 ● SIMSBURY, CT 06070
- Credit Card Payment** MasterCard Visa DiscoverCard

Account # _____ Exp. Date _____

Name as it appears on card: _____

Billing address: _____

Your signature: _____

Only applications paid by Credit Card may be faxed back to: 860-651-1933
Questions? Email: Info@simsburycoc.org or Phone: 860-651-7307

For Internal Use Only

| DATE REC'D: | CHECK #: | CC: | AMOUNT: | AGREEMENT | CERT OF INS. | VENDOR #: |
|-------------|----------|-----|---------|-----------|--------------|-----------|
| | | | | | | |

“Home Improvement Show”



Participant Agreement 2011

The Simsbury Chamber of Commerce is in receipt of your application request. Before we process your request and assign you vendor space you must complete, sign and return this Agreement. The term “Exhibition Space” is used to define your designated area of activity on the site of the “Home Improvement Show.”

In signing this Agreement, you (Participant) acknowledge that you have received, read and agree to comply with the *GENERAL RULES & REGULATIONS, and INSURANCE REQUIREMENTS FOR ALL PARTICIPANTS.*

CO-PARTICIPANT OF EXHIBITION SPACE – Must be in Home Improvement Industry

No Exhibition Space may be shared with another home improvement industry company, vendor, entity or individual (Co-Participant) without specific approval from the Simsbury Chamber of Commerce. The following information must be submitted in writing before August 1st for consideration by the Simsbury Chamber of Commerce:

- Name of proposed Co-Participant including contact information, proposed activities and times they will share your assigned Exhibition space. Co-Participant, who is a home improvement contractor, must provide and display an applicable and valid State of Connecticut License Number.
- A CERTIFICATE OF INSURANCE from Co-Participant, or from the Participant, naming the Co-Participant on Participant’s Insurance Policy, in the same limit coverage as required of the Participant.
- A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (see below)

The decision of Simsbury Chamber of Commerce is final and the Simsbury Chamber of Commerce reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Co-Participant is prohibited from soliciting anywhere on the grounds of “Home Improvement Show” outside the Exhibition Space. The Participant accepts full responsibility of monitoring “Co-Participant” staff and directing and enforcing the “Home Improvement Show” Rules & Regulations that apply including the staff of any approved Co-Participant.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, _____ (please print your name), certify that I am duly authorized to sign contracts on behalf of _____ (Insert Business Name) and as Participant, covenants and agrees to indemnify and to hold harmless the Simsbury Chamber of Commerce, Inc., its employees, servants, agents, and volunteers, and the Town of Simsbury for any claim (including all defense costs and attorneys’ fees) for bodily injury or property damage to third parties, employees or volunteers of the Participant and Co-Participant (if any) or any other person based on the acts or omissions of the Participant and / or Co-Participant, its employees, servants, volunteers or agents.

The Participant understands that this Agreement, together with the Application, constitute a binding contract and agrees to be bound by the same. Participant agrees that violation of this Agreement can lead to expulsion of the Participant and / or Co-Participant (if any) from the event, prohibition from participation in future events, by Participant and Co-Participant, and/or liability for any and all damages suffered by *the Simsbury Chamber of Commerce*, including payment of costs of litigation (including reasonable attorneys fees).

Your Company Name (Participant): _____

Name of Co/Participant - Must be in the Home Improvement Industry: (If known at this time):

Signed at _____, ____ (town / state), this ____ day of _____, 2011

By: _____
Signature Title

A signed copy of this document transmitted by facsimile or email to the Simsbury Chamber of Commerce is intended to serve as original binding contract. Failure to properly execute “Home Improvement Show” documents does not remove vendor liability

Exhibition Space assignment cannot be completed without this signed Agreement

Fax back to: 860-651-1933 (see above) or email to: info@simsburycoc.org
Mail to: Simsbury Chamber, PO Box 224, Simsbury CT 06070



HOME IMPROVEMENT SHOW 2011 GENERAL RULES AND REGULATIONS

The *Home Improvement Show* is an event run by and for the Simsbury Chamber of Commerce, Inc. The *Home Improvement Show* Committee is a committee of the Simsbury Chamber of Commerce, Inc. When the term "*Home Improvement Show*" is used in these General Rules and Regulations, the term refers to the *Home Improvement Show* Committee of the Simsbury Chamber of Commerce, Inc.

1. The location of each participant exhibition space at the event will be determined solely by *Home Improvement Show*. *Home Improvement Show* will attempt to accommodate requests for specific locations. Sponsors will be given priority for available exhibition space and placement.
2. Participants are encouraged to display their own signage, trucks, trailers and equipment as long as it does not impede event flow or other participant's exhibition space.
3. In fairness to all, participants shall maintain sufficient staff to manage their exhibition space at all times during the event. (11 am - 4 pm). Participant personnel should wear neat, clean, appropriate attire. Participants who do not man their exhibition spaces at all times during the event will be ineligible for exhibition space the following year.
4. All exhibition space decorations (such as, bales of hay, corn stalks, etc) must be flame-retardant prior to the beginning of the event to comply with regulations per the Simsbury Fire Marshal. Compliance of regulations is the sole responsibility of the participant. Participants may be asked to remove such decorations at the discretion of the Fire Marshall if compliance cannot be verified.
5. Only authorized Food Service Participants at the Simsbury Performing Arts Center **Septemberfest** event are permitted to sell food or beverages for on-site consumption. No participant may **sell or give away any food or beverages**, including, but not limited to, alcoholic beverages, soft drinks, juices, coffee, hot chocolate, iced tea, and mineral water without specific written approval in advance of the event by the Simsbury Performing Arts Center and *Home Improvement Show*.
6. In order to showcase as many businesses as possible and to provide for ample event space, no participant may purchase more than four exhibition spaces.
7. All participants must meet the requirements set out in "Insurance Requirements for All Participants", and shall execute and return to the Simsbury Chamber of Commerce, Inc., the HOME IMPROVEMENT SHOW "PARTICIPANT AGREEMENT 2011, a "CERTIFICATE OF INSURANCE" and "HOME IMPROVEMENT SHOW 2011 APPLICATION" before setting up their exhibition space.
8. All *Home Improvement Show* participants shall identify themselves by the same name used at their principal place of business.
9. All home improvement contractors must provide and display an appropriate and valid State of Connecticut License/Permit or TAX ID Number.
10. Each participant must leave their exhibition space "broom/rake clean" at the close of the event.
11. Appropriate noise level and behavior will be maintained at each participant's exhibition space at the event. "Appropriate" is what is in keeping with the spirit of Simsbury *Home Improvement Show* as a family event. Noise complaints voiced by a neighboring participant will be dealt with immediately and seriously.
12. Smoking and drinking of alcoholic beverages are both STRICTLY FORBIDDEN. The Simsbury Chamber of Commerce and *Home Improvement Show* Committee would like to promote the *Home Improvement Show* as a smoke free event.
13. Any promotional items proposed to be sold or given away at the event should be noted on the reservation form.
14. *Home Improvement Show* will provide ample covered trash barrels and recycling containers throughout the event site.
15. Participants who "decline" their exhibition space after July 15th will forfeit any monies paid unless exhibition space can be sold to another participant.

16. The event site has been reserved for Sunday, September 11 as a "rain date" in the event of inclement weather causing a postponement of the *Home Improvement Show* on Saturday, September 10. Please plan accordingly. Refunds will not be given in the event that the rain date must be used.

17. *Home Improvement Show* volunteer personnel will be available throughout all hours of *Home Improvement Show* to help participants with questions or problems. An on-site Information Tent will be manned at all times by *Home Improvement Show* personnel.

18. Co-promotions planned with local media must be noted on the application form and approved by *Home Improvement Show* prior to the event.

19. All propane and helium tanks must be secured and will be inspected by the Simsbury Fire Marshall.

20. Participants who are considering sharing exhibition space with another home improvement industry company, participant, entity or individual (Co-Participant) must apply for approval from *Home Improvement Show*. The following information must be submitted in writing before August 1 for consideration by *Home Improvement Show*:

- Name of proposed Co-Participant including contact information, proposed activities and times they will share your assigned Exhibition space. Co-Participant, who is a home improvement contractor, must provide and display an appropriate and valid State of Connecticut License/Permit or TAX ID Number.
- A CERTIFICATE OF INSURANCE from Co-Participant, or from the Participant, naming the Co-Participant on Participant's Insurance Policy, in the same limit coverage as required of the Participant
- A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The decision of *Home Improvement Show* is final and *Home Improvement Show* reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Participant accepts full responsibility of monitoring "Co-Participant" staff and directing and enforcing the *Home Improvement Show* Rules & Regulations that apply, including the staff of any approved Co-Participant.

21. Participants or co-participants are not allowed to wander the Septemberfest or Home Improvement Show event sites for any promotional activity unless given prior permission by *Home Improvement Show*.

22. The Simsbury Chamber of Commerce and Home Improvement Show do not limit the number of vendors in any specific category or profession.

Adopted 2/2011



Simsbury Chamber of Commerce "Home Improvement Show" 2011

INSURANCE REQUIREMENTS FOR ALL PARTICIPANTS

Introduction

Simsbury Chamber of Commerce *Home Improvement Show* is an event run by and for the benefit of the Simsbury Chamber of Commerce, Inc. All Simsbury Chamber of Commerce *Home Improvement Show* participants must return an INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, signed by an official of your organization with the power to bind the organization, together with the attachments specified on this sheet no later than August 16, 2009.

General Liability

Each participant shall submit to the Simsbury Chamber of Commerce, Inc. a copy of a Certificate of Insurance naming the Simsbury Chamber of Commerce as the Certificate Holder and providing for general liability insurance specifically covering Simsbury Chamber of Commerce, by:

- **listing the dates** - September 10 and 11, 2011 (Rain Date: September 11, 2011)
- **the location** - Simsbury Performing Arts Center, Iron Horse Boulevard, Simsbury, CT

Any Certificate of Insurance must provide 30 days advance written notice to the Simsbury Chamber of Commerce, Inc. of cancellation of coverage relevant to Simsbury Chamber of Commerce.

→ **The policy MUST name as additional insured:**

"The Simsbury Chamber of Commerce, Inc., its employees, servants, agents and volunteers,
and the Town of Simsbury."

The general liability insurance policy shall have **limits of liability of not less than \$1 million per occurrence**. Specifically, this coverage should be for single limit bodily injury and property damage on a comprehensive general liability form including Independent Contractors Liability, Products Liability, and Broad Form Contractual Liability.

Vehicle Liability

Participants must provide proof of vehicle liability insurance. A Certificate of Insurance should be submitted to the Simsbury Chamber of Commerce, Inc. naming the Simsbury Chamber of Commerce as the Certificate Holder providing vehicle liability insurance with a **single limit of liability of no less than \$1 million**. Any Certificate of Insurance must provide 30 days advance written notice to the Simsbury Chamber of Commerce, Inc. of cancellation of coverage relevant to Simsbury Chamber of Commerce.

The policy must name as additional insured:

"The Simsbury Chamber of Commerce, Inc., its employees, servants, agents and volunteers,
and the Town of Simsbury."

A business policy covering both owned and non-owned and hired vehicles will suffice. **Participants not maintaining commercial automobile liability insurance**, must provide a Certificate of Insurance showing a single limit of liability of no less than \$1,000,000 and specifically providing for coverage of the vehicle used at *Simsbury Chamber of Commerce Home Improvement Show*.

Note: The event site will be closed to unauthorized vehicles from 8am on Saturday, September 10 until 7pm on Sunday, September 11, 2011.

Workers' Compensation

Each participant using **paid employees** to staff a booth or to make deliveries to or pick-ups from a booth shall have and submit a Certificate of Insurance naming the Simsbury Chamber of Commerce as the Certificate Holder to the Simsbury Chamber of Commerce, Inc. a policy covering workers' compensation and state statute employers liability for those employees. Any Certificate of Insurance must provide 30 days advance written notice to the Simsbury Chamber of Commerce, Inc. of cancellation of coverage relevant to Simsbury Chamber of Commerce.

Failure to comply with these requirements in no way removes or eliminates your obligation under this agreement.

SIMSBURY CHAMBER OF COMMERCE
PO Box 224, Simsbury, CT 06070
Phone: (860) 651-7307 Fax: (860) 651-1933 info@simsburycoc.org

SEE → "Sample" Certificate of Insurance next page

| | | |
|---|---|---------------------------------|
| ACORDTM CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 04/14/2009 |
| PRODUCER FAX "Sample Form" For Simsbury Chamber of Commerce Home Improvement Show | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED PLEASE REFER TO #1, #2, AND #3 YOUR CERTIFICATE MUST INCLUDE THESE THREE ITEMS! | INSURERS AFFORDING COVERAGE | NAIC # |
| | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|---|-------------|--|---------------|------------------------------------|-------------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | XXXXXXXXXX | XXXXXXX | XXXXXXXXXX | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | XXXXXXXXXX | XXXXXXX | XXXXXXXXXX | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | XXXXXXXXXX | XXXXXXX | XXXXXXXXXX | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | OTHER | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder is included as an additional insured for General Liability Coverage with regard to the Home Improvement Show of 9/10/11 with rain date of 9/11/11 at the Performing Arts Center, Iron Horse Boulevard, Simsbury, CT ② | | | | | | |

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Simsbury Chamber of Commerce, Inc. Its Employees, Servants, Agents, Volunteers & Town of Simsbury 749 Hopmeadow St. P.O. Box 224 Simsbury, CT 06070 ③ | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |