



PROPOSAL

December 6, 2021

Harlem High School
Patricia Lawrence
patricia.lawrence@harlem122.org
1 Huskie Cir.
Machesney Park, IL 61115

2022 Career Fair
April 21, 2022
Indoor Sports Center
Loves Park, IL

Delivery Schedule

Please notify us of any changes in the information below:

Valley's Set Up Time: Wednesday April 20, 2022 at 8:00am-4:30pm

Valley's Dismantling Time: Thursday April 21, 2022 at 1:30pm-5:30pm

Exhibitor Booths – Option 1

Quantity	Description	Includes	Cost
50-55	Exhibit Booth, 10' x 10'	<ul style="list-style-type: none">• 8' high backwall drape• 3' high sidewall drape• Labor to install and remove• Delivery & pickup	\$3,750.00 flat rate

Estimated total for the above: \$3,750 (option 1)

OR

Exhibitor Booths – Option 2

Quantity	Description	Includes	Cost
50-55	Exhibit Booth, 10' x 10'	<ul style="list-style-type: none">• 8' high backwall drape• 3' high sidewall drape• (1) 6' x 30"h skirted table• (2) folding chairs• Labor to install and remove• Delivery & pickup	\$5,000.00 flat rate

Estimated total for the above: \$5,000 (option 2)



Payment Terms: Client will pay Valley Expo & Displays the estimated amounts due for Services as follows: Payment in the amount of \$3750.00 if option 1 or \$5,000 if option 2 is due in full on March 20, 2022. The remaining balance if any is due fifteen (15) days upon receipt of final invoice and approved credit.

The prices that Valley Expo & Displays quotes are exclusive of sales, use and other applicable taxes. Client shall be solely responsible for the payment of all such amounts. Any amount payable to Valley Expo & Displays pursuant to this agreement and not paid by the above deadlines shall bear interest at the rate of 1.5% per month or the maximum legal rate whichever is less.

Authorization for event on-site purchasing

The client hereby gives purchasing authority to the following individual(s); _____, _____ (Full name(s) here). This person(s) will be the representative on-site with purchasing authority to approve, change, order labor, equipment, services and furnishings at show site as described within the scope of this contract. This includes but is not limited to labor (Straight time, Overtime, Double time), rental equipment, services and furnishings. This representative(s) will be available to meet with the Valley Foreman daily to approve and/or change the labor, equipment, services and furnishings as well reviewing needs and requests for ensuing days.

CONTRACTUAL DETAILS

This agreement is between Valley Expo & Displays and client as specified above, and upon signature by both parties shall be final and governed under the laws of Illinois and the jurisdiction of Winnebago County, Illinois. The attached proposal dated the above date describes the services provided by Valley Expo & Displays. These terms and conditions and the proposal together comprise the entire agreement between the parties. All estimates for Show Services (which may include services from General Contractor, Facility, Specialty Vendors, Freight Companies, etc.) are specifically for general planning purposes only and are not contractually bound. Show Services will be invoiced based on actual expenses Valley incurred from the Show Service Contractors. All rates and final expenses are at the sole discretion of the Show Service Contractors.

Terms and Conditions

- 1. Changes in Space, Schedule, Venue, Service, or Equipment:** Client will timely advise Valley Expo & Displays of any changes above as they occur. Valley Expo & Displays reserves the right to modify the pricing and terms of this agreement should any of the items change or should there be any changes in labor contract terms or union jurisdiction. Valley Expo & Displays also reserves the right to pass through to Client all costs incurred by Valley Expo & Displays as a result of any utility rate or fuel price increases due to surcharges or shortages in supply.
- 2. Term:** This agreement shall become effective as of the date Valley Expo & Displays' authorized representative signs it and shall continue until the later of the conclusion of this agreement as listed within ("Term").
- 3. Excusable Delay or Non-Performance:** Neither party shall be liable for any damages sustained from delay or non-performance due to events beyond its reasonable control, including without limitation, strikes or other labor disputes, weather, earthquakes, fires, floods, war, riots, civil



disorder, failure of power or utilities and government acts; provided further, however, if an occurrence over which neither party has reasonable control arises which would prevent, postpone, interrupt, or require cancellation of the Event, Client shall reimburse Valley Expo & Displays for its direct expenses in providing Services until the date of this occurrence. Notwithstanding the foregoing, this paragraph shall not apply to the financial inability of a party to perform hereunder, or to any changes in the economy or marketplace.

4. **Independent Contractor:** The parties shall be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency, partnership, joint venture, or employment between the parties. Nothing contained in this agreement shall be deemed to create, in either party, the right or authority to incur any obligation on behalf of the other party, or to bind the other party in any way.
5. **Modification; Entire Agreement; Severability:** This agreement may be modified only by an express written amendment on a separate document signed by the parties, or by written changes on this document which are initialed and dated by both parties in the margins. This agreement contains the entire agreement between the parties regarding the subject matters referred to herein and shall supersede all prior oral and written agreements between them regarding such matters. If any part of this agreement is held invalid, the remainder of this agreement shall not be affected thereby unless such invalidity materially impairs the ability of the parties to consummate the transactions contemplated by this agreement.
6. **Content Expiration:** This agreement shall expire within 30 days of the presented date if not signed and returned to Valley Expo & Displays.
7. **Hold Harmless:**
Subject to paragraph 8, each party agrees to indemnify and hold the other party harmless from any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, resulting from claims of injury (including death) to persons or damages to property arising from the indemnifying party's, or its employee's, agent's or representative's wrongful or negligent act or omission in or about the venue(s). In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding (by counsel reasonably satisfactory to the other party), unless such action or proceeding alleges the joint or concurring wrongful or negligent act or omission of both parties. This paragraph 18 shall survive termination of this agreement.
8. **Limited Liability:** In an action for breach of this agreement, Valley Expo & Displays will not be liable to the Client for any lost profits or other incidental, special or consequential damages for any of its acts or omissions whatsoever, whether or not appraised of the possibility or likelihood of such damages or lost profits. Client further agrees that it may not assert any claim in connection with this agreement unless it has given Valley Expo & Displays written notice of the claim within one (1) year after it first knew, or in the exercise of reasonable prudence should have known, of the facts giving rise to such claim. This paragraph 8 shall survive the termination of this agreement.

By signing below, the parties agree to the terms and conditions of this Exhibition and Event Agreement and the services, equipment and pricing provided in the proposal, which attached hereto.



The parties further agree that an electronic or facsimile signature shall have the same force and effect as an original signature and shall bind the parties.

Valley Expo & Displays

Thomas R. Nelson
CEO

Date

Client

Signature

Print Name

Title

Association/Company Name

Date

Please Indicate Payment type:

Visa MasterCard Amex Discover

Credit Card Number: _____

Exp Date: ____/____ CVV: _____

Name on card: (Print) _____

Signature: _____

*If your organization is Tax Exempt, please provide certification with signed proposal.