



Thank you for your participation in the CPS Energy LiveGreenFest™. LiveGreenFest is produced by CPS Energy in partnership with the San Antonio Parks Foundation, a non-profit organization whose mission is to *provide enhancements to the parks of the City of San Antonio and the County of Bexar which improve the quality of life for all of our citizens.*

Event Date: Saturday, October 15, 2011

Location: Olmos Basin Park
651 Devine Rd.
San Antonio, TX 78212

Event Time: 10am-4pm

Exhibitor Registration Fee: \$25 - non-profit 501 (c)(3) organizations
\$50 - for commercial vendors
\$0 - for public service vendors
Includes 1-10X10 tent, 1- 6ft-table, 2- chairs
Please remit payment to: San Antonio Parks Foundation

****Early bird registration - \$5.00 off registration fee if registered before August 15, 2011****

Load-in Time: 7am-9am -Saturday, October 15, 2011

All EXHIBITOR & VENDORS MUST BE SHOW READY BY 9:30am

Load-out time: Immediately after event, all exhibitors must be moved out by 7pm- day of show.

Parking: Vendor parking is available in the lot on the corner of Divine and Park Drive beginning at 8:00 am. Unloading will be done from this lot. A parking pass will be provided.

Attached is the participation agreement. Please review, complete form and submit payment by: **October 1, 2011**

Please make payable to San Antonio Parks Foundation and send all forms to:

CPS Energy LiveGreenFest
C/O San Antonio Parks Foundation
600 HemisFair Plaza Way, No. 247, Mail box #6
San Antonio, TX 78205

Point of Contact: Teresa Keck
San Antonio Parks Foundation
600 HemisFair Plaza Way, No. 247, Mail box #6
San Antonio, TX 78205
Office #: 210-212-8423
Cell #: 210-240-2563 (ONSITE CONTACT)
Fax #: 210-212-4376
Email: tkeck@saparksfoundation.org



PARTICIPATION AGREEMENT

1. PARTICIPATION COVENANTS

- A. The participant agrees to abide by all rules and regulations adopted by CPS Energy (CPS) and the San Antonio Parks Foundation (SAPF) and agrees that CPS & SAPF shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the show.
- B. The participant agrees to observe all the laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation on any laws, by-laws, ordinance or regulations of any government or regular body.
- C. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from governmental bodies, trade or business during the show and to pay all taxes that may be levied against it as a result of the operations of its trade or business in their space allocated.
- D. The exhibitor agrees to obey any nonsmoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in law they are responsible for, obey any such regulations.

2. DISPLAY

- A. The exhibitor agrees to occupy the contracted exhibit space during the full term of the event and to exhibit only the products and/or information described in this contract.
- B. CPS & SAPF reserves the right, in its sole and unfettered discretion to: (I) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which CPS & SAPF considers objectionable, and (iii) relocate exhibitors or exhibits when in CPS & SAPF's opinion such moves are necessary to maintain the character and/or good order of the show.
- C. No materials advertising other company products may be passed out from this booth without CPS & SAPF approval and CPS & SAPF has the right to reject or prohibit any exhibit for any reason.

3. ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of CPS & SAPF, whose permission may be arbitrarily withheld.

4. INSURANCE

The exhibitor shall be responsible for maintaining, at its own expense, during the period commencing on the first move-in date and terminating on the last move-out date, insurance coverage to insure the exhibitor against all claims of any kind arising from, or in any way connected with, the exhibitor's presence or operations at the show.

5. INDEMNITY

- A. The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against CPS & SAPF for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property.
- B. The exhibitor agrees to indemnify and hold harmless CPS & SAPF, any sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the officers, agents, employees or those for who in law they are responsible, or CPS & SAPF, or a visitor to the show.

6. EXHIBITOR'S PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and CPS & SAPF assumes no responsibility for loss or damage thereto.

7. PROPERTY

The exhibitor is liable for any damage they cause to the facility or to any property, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coating to the facility or to the property, its agents or any other exhibitor.

8. CANCELLATION AND TERMINATION

This agreement may only be cancelled if notice, in writing, is received by CPS & SAPF. All exhibitor registration fees received up to the date of notice of cancellation are nonrefundable. Cancellation: **After September 10, 2011 no refunds.**

9. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the event, but will remain intact until the end of the final closing hour. The exhibitor also agrees to remove its display and equipment from the show site by the final move-out time (7pm day of show) limit or in the event of failure to do so, the exhibitor agrees to pay for such additional costs as may be incurred.

10. EXHIBITOR REGISTRATION FEE

Participant agrees to pay a \$25 (non-profit 501 (c)(3) organizations) OR a \$50 (for profit business) fee that guarantees the promise to participate. Failure to participate, as promised, will result in forfeiture of the full amount of the fee. Mail signed form and fee by **October 1, 2011** to: San Antonio Parks Foundation, 600 HemisFair Plaza Way, No 247, Mail Box #6, San Antonio, TX 78205. Please make check payable to: San Antonio Parks Foundation

11. ADDITIONAL INFORMATION

- On-site Security will be available, but CPS & SAPF will not be responsible for stolen items.
- CPS & SAPF cannot guarantee traffic count and is NOT responsible for weather conditions.
- You must a have a health permit if serving/preparing food from your booth.

12. EXHIBITOR AREA

- Each vendor will be provided with a 10’x10’ space, 1-10X10 tent, 1-6ft table and two chairs. Fill in where appropriate:

a. Description of the product/service you’re providing: _____

b. All spaces are 10’x10’. Please indicate how many spaces needed. _____

c. Do you have any special needs that require assistance? If yes, please describe. (electrical hookups are limited and is first come first serve).

Exhibitor/Company Name: _____

Mailing Address: _____

Onsite Contact: _____

Work Phone: _____

Cell Phone: _____

Email: _____

EXHIBITOR AREA (continued)

Exhibitor/Vendor Category (please choose one):

- Energy/Energy Efficiency
- Wind Partner
- Water
- Windtricity
- Transportation
- Water/Landscaping
- Misc. Exhibits (please elaborate) _____

13. PARK RULES

The exhibitor agrees to follow park rules. Basic rules include: no glass containers, no parking on the grass, no heavy equipment on the grass and no tent stakes in the ground.

Exhibitor Business Name

Authorized Signature

Date

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