



## **Equipment Demonstration Day 2024**

### **Vendor Terms and Conditions**

1. In consideration for the opportunity to display and demonstrate equipment at the 2024 US Composting Council equipment demonstrations at Volusia County's Tomoka Landfill located at 1990 Tomoka Farms Rd, Port Orange, FL 32128 on February 9, 2024, we, the undersigned Vendor, agree to the following terms and conditions:
2. By December 19, 2023, Vendor shall provide to the US Composting Council and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, ("County"), proof of insurance as outlined in Attachment A, which is incorporated by reference as it fully stated herein.
  - a. Vendor shall indemnify, defend and hold harmless, the US Composting Council, the County of Volusia, and each of their employees, agents, servants, representatives, contractors and licensees from and against any and all liabilities, claims, injuries, losses, damages, actions and causes of action whatsoever arising from or related to the display and demonstration of Vendor's equipment, including any damage to Vendor's equipment, and whether or not caused by the negligence of Vendor or any other person.
  - b. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall insure to the benefit of any third party for the purpose of allowing any

claim against the County, which claim would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- c. Vendor shall, at its own expense, indemnify, defend, and hold harmless Volusia County, and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
3. The US Composting Council may discontinue or otherwise make changes to the display and demonstration of Vendor's equipment if in the best interests of the conference or participants or for any other reason, as may be determined in the sole discretion of the US Composting Council.
  4. In case of insufficient space to demonstrate all registered equipment, the Demo Day Policy in Case of Insufficient Space for All Equipment shall be in effect. View or download that policy at: [Policy Link](#)
  5. Vendor shall deliver the equipment to Tomoka Landfill contact information 1990 Tomoka Farms Rd, Port Orange, FL 32128 between 8 AM and 4 PM starting on Thursday, February 1 and no later than Tuesday February 6 2024, as directed by Regina Montgomery - Volusia County Tomoka Landfill Director. Delivery schedule should be communicated to Matt Ball - US Composting Council. LATE DELIVERIES MAY NOT BE ACCEPTED!!
  6. All vendors shall provide the US Composting Council with one and only one photo for each piece of equipment to be demonstrated along with a brief description of each piece of equipment. The photo and description should be sent electronically to [mball@compostingcouncil.org](mailto:mball@compostingcouncil.org). Vendor consents to use of any of the photos for promotional purposes at the sole discretion of the USCC.

7. All vendors shall provide the US Composting Council with an accurate operational footprint (square ft) of each piece of equipment, including conveyors. Vendors may do this in the registration forms or dimensions should be sent electronically to [mball@compostingcouncil.org](mailto:mball@compostingcouncil.org).
8. All vendors will provide the following contacts (name, phone number, email) to the US Composting Council:
  - a. Primary Contact - will be first contact in all planning and communications leading up to demo day. (This will be in the registration form)
  - b. Secondary Contact - (This will be in the registration form)
  - c. Demo Day Equipment Operator Contact by *February 1 2024*
  - d. Equipment Delivery Driver Contact by *January 29 2024*
9. Each vendor shall make necessary arrangements to unload and load each piece of equipment for drop off and removal from site.
10. Each vendor shall provide a qualified operator for the support equipment (loader or excavator).
11. All vendors shall provide the US Composting Council with an estimate of the quantity of unground and/or unscreened material (cubic yards) necessary to demonstrate each piece of equipment for two 20 minute sessions plus set up. This can be given as the "consumption rate per hour" and will be on the registration form.
12. No equipment can begin loading out until AFTER 3:30 PM on the day of the show.
13. Vendor agrees to send at least one representative to attend one mandatory safety and planning meeting on Thursday afternoon, February 8. Specific times and locations to be determined.
14. All motorized equipment shall include at least one fire extinguisher.
15. Vendor agrees to abide by the facility's NO SMOKING rule. NO EXCEPTIONS.
16. Vendors shall provide their employees with their own Personal Protective Equipment. A hard hat and reflective vest or outer shell are required. Other PPE, including ear, nose, throat and eye protection, are optional.
17. Parking will be limited. Vendors only may use designated vendor parking at the demo day site. Customers and guests should be instructed to use the

shuttle bus to access the event or ride along with vendors in the days leading to the event. Buses will be running regularly to and from the convention center on Demo Day.

18. Vendors and equipment delivery drivers entering Tomoka Landfill will stop and sign in at the main office and sign out when exiting. If a delivery driver wishes to drop their lowboy trailer between delivery and pickup of equipment, they may leave it in the designated trailer parking location - illustrated on the map.

19. Refund Policy: The USCC will issue a 100% refund for withdrawals made on or before December 19, 2023, less \$100 administrative charge. The USCC will issue a 50% refund for withdrawals made between December 20 and December 31, 2023, (including those dates). No refunds will be processed after December 31, 2023. NO EXCEPTIONS.