



# SPECIAL EVENT FOOD VENDOR APPLICATION

Applications are accepted beginning January 2, 2024 and will be considered in the order they are received. All food vendors must provide West Chicago Park District with a copy of their current food service permit and a Certificate of Insurance that meet the provisions listed below. All applications should be completed and returned to switteck@we-goparks.org by April 30, 2024. For all questions regarding application, please contact Sara Witteck at 630-231-9474 or switteck@we-goparks.org.

Event Information (To Be Completed by Park District)				
Event Name	2024 Taco & Art Fest			
Date	Saturday, July 20, 2024			
Time	3:00pm-7:00pm, Vendors must arrive by 2pm and stay for the entirety of the event.			
Location	Reed-Keppler Park, 832 Arbor Ave, West Chicago, IL 60185			
Required Deposit	<ul> <li>\$150, A refundable deposit of \$150 is required to secure your spot as a food vendor for the 2024 Taco &amp; Art Fest.</li> <li>A full refund of your deposit will be mailed to you after the event provided:</li> <li>You attend the event and stay open for business for the duration.</li> <li>If you cannot attend the event, you provide 30-Days notice of your cancellation in writing.</li> <li>The \$150 will be invoiced to you once your application is accepted. Invoice must be paid within two weeks of invoice date.</li> </ul>			

Vendor Contact Information (To Be Completed by Vendor)			
Name of Business			
Vendor Type	Food Vendor		
Contact Name			
Address			
Cell Phone			
Secondary Number			
Email Address			
Website			

A menu or list of goods/services the vendor is intending to sale or provide for free to the general public must be included when application is submitted.

The undersigned (the "Vendor") hereby submits its application for on-site rights at the "Event." By submitting this application the Vendor acknowledges that its application may be accepted or rejected by the West Chicago Park District in the exercise of its sole discretion and that, if its application is accepted, its participation will be subject to the terms and conditions contained herein.

### **Participation**

If the Vendor's application is accepted by the Park District the Vendor agrees to remain open for business the entire schedule times and dates applied for in this application. The Event may remain open regardless of weather conditions, although operations may be suspended during severe weather. This application is required should the Vendor desire to participate in the Event by providing retail services (tangible or non-tangible), food, nonalcoholic beverages, or to showcase services to the general public. If the Vendor is accepted the Vendor agrees to sell only those items listed on the application. No other merchandise will be permitted without prior written consent of the Park District. The Vendor agrees not to sell or distribute merchandise that includes the event logo without prior written consent from the Park District.

### **Contract Cancellation**

The West Chicago Park District (Park District) has the right to control all aspects of the Event. The Vendor agrees to conduct its business in a manner that is most likely to enhance the success of the Event and the reputation of the Park District and its Sponsors. The Park District reserves the right to cancel a vendor contract at any time for the good of the Event, by its sole discretion or by the direction of its clients. Any cancellations by the Park District will be refunded if vendor has followed the rules and regulations. Cancellation or suspension because of lack of proper city, county, or state licensing or failure to meet or maintain guidelines stated within will not be eligible for refunds.

### Set-up & Tear Down

Each Vendor is responsible for setup, take down, and clean-up of his/her space. Vehicles are allowed within the Event grounds only for setup prior to the event and tear down once the festival closes. The Vendor shall remove all vehicles and other items in conjunction with setting up for the Event at least one (1) hour prior to the Event's start time. Vendors will be notified when it is safe to bring their vehicle into the grounds. Load-in/set-up times are provided in the confirmation letter sent to you prior to the Event. You must remove your vehicle immediately after unloading your merchandise to designated parking areas.

### **Operations**

- The Vendor will be solely responsible for the appearance of its space. The Vendor shall be ready to operate its business 30 minutes prior to the start of the event.
- The Vendor shall maintain its space in a neat, clean, and sanitary condition during the event and shall dispose of all trash produced.
- Trash receptacles will be throughout the event space however, each vendor must provide necessary trash receptacles and bags for garbage inside the booth. Trash (in bags) will be picked up from the booths. All garbage left un-bagged will be subject to a fine of a \$100 and/or loss of vending privileges. Sidewalks must be left unobstructed unless otherwise indicated.
- Unless otherwise specified, running water is NOT provided.
- The Park District limits the playing of recorded or live music in your booth. All music must be pre-approved.
- Drilling in the event grounds is not permitted. Violators will be subject to a fine of \$200 and/or space cancellation. You are directly responsible for any city violated ordinances and fines.
- Vendors and their employees must maintain the highest degree of professionalism in their booths and on event grounds at all times.

#### ADDITIONAL REQUIREMENTS FOR FOOD/BEVERAGE VENDORS:

- **Tents:** All tents, booths, or canopies used for cooking must be made from fire retardant material. Certificate of approval by approved testing laboratory certifying fire retardant shall be required and posted within the tent on-site during the event.
- Special Waste: All grease, charcoal, etc, must be disposed of properly not left in the street/grounds or poured down a sewer. A staff member will review the space, if a vendor is not present, The Park District reserves the right to determine the cleanliness of the space and charge for clean-up by staff or city employees.
- **Fire Extinguisher:** Every vending space used for cooking must have an approved fire extinguisher. These extinguishers must be carbon dioxide or multipurpose dry chemical, a minimum of twenty pounds.
- **Food/Beverage Sponsors:** The Park District reserves the right to dictate which products will be served. No non-sponsored beverages may be served or sold. Violations will result in cancellation of contract and loss of space and all fees paid.
- **Festival Food Vendor Sanitation Certificate:** A person who has completed the Festival sanitation training for the current year must be present at the booth, with their original certificate.
- Items for Sale: Menu items are not allowed to be changed once the application has been filed. All food vendors must have pricing for each menu item clearly posted at booth. Novelty items (i.e., t-shirts, etc) may be sold in the booths.
- **Permits/COI:** All food/beverage vendors must provide West Chicago Park District with a copy of their current food service permit and a Certificate of Insurance that meet the provisions listed in this application.

Vendors may NOT sell alcoholic beverages. Only Food Vendors may sell non-alcoholic beverages.

Vendors will provide: Tents/Canopy with weights, Tables/Chairs, Booth Signage, Electrical Cords, Health Certifications/Permits, COI

West Chicago Park District will provide: Assigned Vendor Space, Vendor Parking

**Electricity:** Most Events are located outdoors. If electricity is required, it MUST first be approved by the Park District. Personal Generators must also be approved.

**Application Processing** If the Vendor's application is accepted, the Vendor may be assigned a space within the Event. The location of the Vendor's space within the Event, shall be determined by the Park District, in the exercise of its sole discretion. The Vendor agrees to accept the space as designed by the Park District. The Vendor agrees to conduct its business only within the space assigned by the Park District.

### Indemnification

- The West Chicago Park District has the right to cancel the Vendor Permit without liability (for due cause).
- As a permitted vendor of the West Chicago Park District, it is understood that the vendor is not an employee or partner of the Park District.
- The undersigned acknowledges that he/she shall not be entitled to any benefits normally associated with employment such as workers compensation insurance, unemployment insurance, group medical insurance and general liability insurance. Therefore, the Vendor is personally responsible for, and hereby releases the West Chicago Park District from, any injury or illness resulting from and in the course of performing the contracted services for the Park District. The undersigned further acknowledges and agrees that the cost of any loss or damage to any personal property owned by the Vendor and used in the course of performing said contracted service shall be borne by the Vendor and shall not be the responsibility of the West Chicago Park District.
- The Vendor further agrees protect, indemnify, save, defend, and hold harmless the West Chicago Park District, it's officers, officials, volunteers, employees, and agents (the "Indemnities") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, cost and expenses, including reasonable attorney's fees, for with the Indemnities may become obligated by reason of any accident, injury or death persons or loss of or damage to property, arising indirectly or directly in connection with or under, or as a result of this agreement except for claims, damages, penalties, causes of action, cost and expenses, arising solely by virtue of any neglect act or omission of the West Chicago Park District.
- The vendor further agrees to keep in force at all times during the terms of this agreement employers' liability and workers compensation insurance in the amount required by the state.
- This agreement shall commence as of the date first written below and shall continue in full force until the expiration date of December 31, 2024.

The above-mentioned Vendor hereby submits this application for participation. By signing this application, the Vendor has read and agrees to all the terms and conditions contained in each page of the agreement. Please keep a copy of this application for your records.

Vendor Name	 	
Vendor Signature	 	
Date		

All food vendors must provide West Chicago Park District with a copy of their current food service permit and a Certificate of Insurance that meet the provisions listed below.

## This information MUST be included on the COI that is submitted with application. Descriptions MUST read:

- 1. General Liability
  - a. X within Addl Insd box
  - b. \$1,000,000.00 each occurrence minimum (Preferred: General Aggregate \$2,000,000.00...double)
- 2. Description of Operations
- a. Please use the following statement: "The West Chicago Park District is named additionally insured with respect to liability arising out of the Named Insured's operations and/or activities."
- 3. Certificate Holder
  - a. West Chicago Park District, 201 W National St, West Chicago, IL 60185