

# FALL FEST

Des Plaines Family Festival

## 2017 FOOD VENDOR AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by and between Fall Fest and:

Name: \_\_\_\_\_  
(Hereinafter referred to as Vendor)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-MAIL \_\_\_\_\_ # of Booths requested: \_\_\_\_\_ (Max. 2)

**Fall Fest is an outdoor festival with live music, beer, children's activities, Open Air Market, Car Show, Carnival and more being produced by the Des Plaines Chamber of Commerce and Industry, Des Plaines Historical Society and Des Plaines Park District. The event takes place on September 15, 16, and 17 at Lake Park in Des Plaines.**

The Vendor will provide and vend food (specific items to be listed with this Agreement). The parties agree to be bound by the terms and conditions hereinafter set forth.

### **1) TERMS AND PERMIT:**

Fall Fest agrees to let and lease and Vendor accepts a covered 10' x 10' space, water and two (4) 110 volt amp electrical outlets. Food vendors requiring additional electricity will be assessed an additional fee. Spaces are assigned by Fall Fest and all space assignments are final. Vendors are responsible for the cleanliness of their area and that all their equipment is up to the proper health and safety standards. Tables and chairs will be the responsibility of the vendor.

### **2) VENDOR GUIDELINES:**

Only items agreed upon in advance with Fall Fest will be sold by the Vendor. **No Vendor shall be allowed to sell more than four (4) primary food items. No beverages will be sold by Vendor.** No Vendor shall be allowed to lease more than two (2) spaces at Fall Fest. All Vendor sales shall be at prices which are reasonable and customary in the Des Plaines marketing area, and **no food item shall exceed the price of \$8.00.** Vendors must stay open for business during all operating hours of Fall Fest. *Each Vendor must supply their own workers; no one under the age of 14 is allowed in the food vendor area.* All food vendors must provide sufficient mechanical refrigeration to hold foods at proper temperature. **Each vendor must provide heavy duty 12/3 AWG extension cord(s) with a good ground prong. Extension cords that do not meet the above standard or have exposed wires and or wires/cords wrapped with tape will not be allowed. All light sources provided by vendor must not have exposed bulbs. All bulbs must be completely covered.**

### **3) SCHEDULE OF OPERATIONS:**

The event will take place:

Friday, **September 15** - 6:00 p.m. to 11:00 p.m.

Saturday, **September 16** - Noon to 11:00 p.m.

Sunday, **September 17** - Noon to 7:00 p.m.

### **4.) SET-UP AND BREAKDOWN**

Food vendors will have access for booth set-up on Friday, **September 15** at 10:00 a.m. All vendors must be ready for their health department inspection by 3:00 p.m. on Friday, **September 15**. Vendors are not permitted to dismantle their booth until after 7:00 p.m. on **September 16**. Breakdown must be complete by 10:00 a.m. on **September 17, 2017**. Parking for vendors during operational hours will be in designated spaces. Information on parking and two vendor parking passes will be sent prior to Fall Fest.

**5) PAYMENT:**

In consideration of the rights extended, the Vendor agrees to pay Fall Fest \$800.00 (non-refundable) fee. One-half of the payment (\$400.00) is due with the application and the second half is due no later than **August 18, 2017**. Checks should be made payable to **Des Plaines Park District**.

**6) LIABILITY, INSURANCE AND INDEMNIFICATION:**

The Vendor shall, at least thirty (30) days prior to the event, tender to Fall Fest, evidence in the form of Certificate of Public Liability insurance with the following coverage:

Comprehensive general liability including contractual liability coverage with minimum limits of not less than one million dollars (\$1,000,000); full Worker's Compensation Insurance equal to the statutory amount required by laws; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carries providing the coverage set forth herein shall have a rating of A as assigned by A. M. Best & Co. and satisfactory to the park districts sole discretion.

Des Plaines Chamber of Commerce and Industry, Des Plaines Historical Society and Des Plaines Park District, its officers, agents and employees are to be covered and named as additional insured's under the General liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured's. The policy and/or coverage shall also contain a "contractual liability" clause.

**7) GARBAGE CLEANUP:**

You **MUST** clean the inside of your booth space of all litter such as cups, napkins, etc. each night. The Vendor agrees to keep the premises neat and clean during hours of operation. All premises must be left in the same good condition they were in prior to the Vendor's occupancy. All garbage shall be deposited by the Vendor in trash containers located near the food vendor area. The Vendor shall, under no circumstances, deposit trash in containers available for public use. Separate trash containers will be designated for grease and charcoal disposal.

**8) DAMAGE**

Vendor is liable of all damages caused by vendor for any reason whatsoever. Fall Fest assumes no liability and makes no warranties including, but not limited to, the preparation of food and the condition of the booths.

**9) WATER SERVICE**

Water will only be available at designated locations indicated on the site map. You will need to provide your own containers for transport. Hand washing stations will be provided in the Food Vendor area.

**10) SECURITY:**

Security will be provided by Fall Fest at the site from 9:00 a.m. Friday, **September 15** until 7:00 a.m. Monday, **September 17**.

**11) PARKING:**

Vendors are allowed to drive vehicles up to the events site on paved areas. After unloading vehicles, all vehicles must be moved to the designated vendor parking area. Each vendor will receive 2 parking permits; one permit to park on the grass area behind their booth and one permit to park in the designated Food Vendor parking area. **Please see Attachment C for more information on parking.**

**12). Certification**

All vendors must have a current State of Illinois Department of Public Health Permit and a Food Service Sanitation card.

Applicant hereby fully releases the Des Plaines Chamber of Commerce and Industry, Des Plaines Historical Society and Des Plaines Park District, their officers, agents and employees from any and all claims from injuries including death, damages or loss, which he/she or the organization or company they represent may have or which may accrue to them in connection with Fall Fest to be held **September 15-17, 2017**. Applicant further agrees to indemnify and hold harmless and defend the Des Plaines Chamber of Commerce and Industry, Des Plaines Historical Society and Des Plaines Park District, their officers, agents and employees from any and all claims from injuries including death, damages or loss, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with Fall Fest to held on **September 15-17, 2017**. I have read the above and agree to comply with the guidelines. I understand that failure to do so may result in removal of my display, forfeiture of application fee and/or bill for damages. I have also received, read and agree to abide by the rules and guidelines stated in the attached material from the City of Des Plaines.

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Vendor Signature

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Date

**Attachment "A"**

**Fall Fest Items to be Vended**

**VENDOR** \_\_\_\_\_

**PRIMARY FOOD ITEMS - LIST MEATS, SANDWICHES, KABOBS, ETC.**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**SECONDARY FOOD ITEMS – FRIES, CHIPS, NACHOS, ETC.**

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**ATTACHMENT 'B'**

**ELECTRICAL OUTLET SCHEDULE**

Vendors will be given two (4) designated 110 volt amp outlets. Vendors cannot plug in a power strip to their outlet to run multiple appliances from the outlet. If the vendor needs more than the two (2) 110 volt amp electrical outlets provided for in the Vendor Agreement, the following rate schedule will be used.

Each vendor must provide heavy duty 12/3 AWG extension cord(s) with a good ground prong. Extension cords that do not meet the above standard or have exposed wires and or wires/cords wrapped with tape will not be allowed.

This form must be completed and returned with the Vendor Agreement.

Each 110 Volt 20 amp circuit.....\$50.00 \_\_\_\_\_

Each 220 Volt 2-30 amp circuit.....\$75.00 \_\_\_\_\_

Each 220 Volt 30-50 amp circuit.....\$100.00 \_\_\_\_\_

Each 220 Volt 50-75 amp circuit.....\$125.00 \_\_\_\_\_

Voltage: 110/120 house current:  
220: Freezers, pizza ovens

Amps: 15 amps: Normal household appliances  
20 amps: Heat lamps, electric cookers  
40 amps: deep fryer, refrigerator

\*Amp rating can be found on the back of the appliance near the cord

**ATTACHMENT 'C'**

**PARKING**

**A. I will be leaving a truck or trailer directly behind my booth:**

**Yes \_\_\_\_\_ No \_\_\_\_\_ (Just a car)**

**Approximate size of truck/trailer \_\_\_\_\_**

**B. I will be leaving a truck or trailer in the 2<sup>nd</sup> designated area:**

**Yes \_\_\_\_\_ No \_\_\_\_\_**

**Approximate size of truck/trailer \_\_\_\_\_**