



## Rotary GroveFest Food Vendor Agreement

This Agreement is made \_\_\_\_/\_\_\_\_/\_\_\_\_ between Rotary Club of Downers Grove (Hereinafter "Rotary") and:

**NOTE: All items below are required.**

**Business Name** (Hereinafter "Vendor")

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**Business Address**

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**Business City**

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**State**

**Zip**

**Business Telephone**

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**Business E-Mail**

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**Federal Tax ID#**

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**Name of Principal Owner:**

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**Name of Manager(s) at event**

*(Must have a valid ID to work at event)*

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**Primary Contact Name**

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**Primary Contact Cell Phone Number**

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**Number of Spaces Requested & Size (Limit 3)**

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**Illinois Tax ID**

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**Please disclose the name(s) of the principal managers who will work the Rotary GroveFest event:**

**Must have a valid ID to work at event:**

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## PREAMBLE

- A. Rotary GroveFest is a Downers Grove community event organized and coordinated by Rotary for the benefit of the community that it serves, and it is the goal of Rotary that the community be provided the broadest possible choice of food products with the smallest degree of duplication.
- B. Rotary and the Vendor wish to provide food for the community at Rotary GroveFest, and agree that the food products to be distributed to the public at Rotary GroveFest should be of the highest quality possible.
- C. Rotary and Vendor desire to assure the community that the vendor shall have adequate insurance coverage in the event that an injury or accident arises in connection with Rotary GroveFest.

**NOW, THEREFORE, in consideration of the mutual promises contained herein, sufficiency of which is acknowledged, the parties agree as follows:**

- 1 Vendor Space:** Rotary agrees to provide Vendor with one of the spaces at Rotary GroveFest describe in the following pages. Please indicate your location preference. Final locations will determined by the Rotary Club of Downers Grove in its sole discretion, however, the Rotary Club of Downers Grove will make good faith efforts to accommodate requests by vendors on a first-come, first-served basis.

**Vendor will sell only the food items listed in Exhibit A, attached hereto, at Rotary GroveFest**

- 1.2 Vendor agrees that Rotary shall have sole authority and discretion in the assignment of the spaces at Rotary GroveFest and Rotary makes no representations or guarantees to Vendor as which space Vendor will receive at Rotary GroveFest.
  - 1.3 Rotary and its designated representatives have the sole authority to sell Funnel Cakes at Rotary GroveFest.
  - 1.4 Rotary will provide a single 10X10, including one (1) table and two (2) folding chairs for the Vendor's use subject to the Vendor paying all required fees at least 30 days prior to date of setup. Failure to return said table and chairs will result in replacement charges being assessed against Vendor.
- 2 DuPage County Department of Health:** Vendor agrees to obtain, at its expense, all necessary health, food, or other permits and/or licenses, including a temporary permit from the DuPage County Department of Health.
- 2.1 Rotary will provide Vendor with a potable water source. Vendors choosing to use this water source must provide an approved food grade quality hose outfitted with a T-valve and backflow device.
  - 2.2 Ice is available for purchase from Rotary. Rotary will not transport ice to your booth.
  - 2.3 Vendor agrees to fully comply with all requirements of the DuPage County Health Department.
  - 2.4 Vendors preparing food must use fans to keep flies out.
  - 2.6 Vendor must not use any tobacco or other smoking products or materials in their.
  - 2.7 Vendor must provide hand-washing station with container to collect wastewater.
  - 2.8 Vendor must not pour anything down storm sewers.
  - 2.9 Vendor must obtain health and sanitation rules, regulations, and fees from the DuPage County Health Department. <http://www.dupagehealth.org/industry-food-s>

- 3 Grey Water, Grease, and Garbage:** Vendor agrees to comply with the rules pertaining to grey (used) water, grease, and garbage disposal. Failure to comply with these rules may lead to the forfeit of the Vendor's security deposit.
- 3.1 Rotary will provide barrels in a single location for disposal of grey water. The vendor agrees to use provided barrels or dispose of grey water in vendors own containers. Grey water may not be dumped in the street or sewer system.
  - 3.2 Rotary will provide grease barrels in a single location. Vendor agrees to dispose of all grease into provided barrels or hold grease in vendor-provided containers or dispose of grease in a safe and legal fashion at vendor's own risk and expense.

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- 3.3 Trash shall not be piled up under Vendor's tent. Trash removal to the proper containers shall be conducted on a regular basis as needed, by Vendor.
- 3.4 Rotary will provide garbage dumpsters. Vendors are expected to remove all garbage from their vending location to the said garbage dumpsters by 11:15 PM on Friday and Saturday, and on Sunday by 11:00 PM.
- 3.5 Vendors will supply and securely place #30 felt paper as ground cover under each booth space to protect the street from grease spills.

#### **4 Village of Downers Grove Fire Department:** Vendor agrees to comply with all the rules and regulations of the Village of Downers Grove and the Downers Grove Fire Department.

- 4.1 Vendor must hang an all-purpose fire extinguisher (Class "A-B-C") with current tags in their booth at all times.
- 4.2 Open-flame cooking under a tent is prohibited. All open-flame cooking must be outside of any tent.
- 4.3 Vendor must maintain clearance of paper products and other combustible material from heat-producing appliances.
- 4.4 All electrical connections used by Vendor must be off the ground.
- 4.5 All extension cords used by Vendor must be fourteen (14) gauge (preferable 12 gauge) and rated for outside use. Frayed, cut cords are unacceptable.
- 4.6 All LPG cylinders used by Vendor shall be secured. Only approved LPG connectors shall be used. Only connected cylinders and one (1) additional tank are permitted.
- 4.7 All Vendors shall keep any grill or other heat source separated from the public. Discarded coals shall be soaked and properly disposed of in the designated Rotary provided containers.
- 4.8 Vendor shall list any fuel source for cooking on Exhibit A along with the size of the fuel container(s), if applicable.
- 4.9 Vendors on Main Street shall keep sidewalks clear of all objects at all times as this area is considered an emergency exit path.

#### **5 Electrical:** Rotary will supply electrical service for one 110 volt, 15 amp circuit (four outlet 15 amp service) to the space provided to the Vendor.

- 5.1 Vendor shall list all of its electrical requirements in Exhibit B, attached hereto. Should the Vendor require any additional 110-volt, 15 amp circuit, the Vendor agrees to pay an additional flat fee of two hundred fifty dollars (\$250.00) per additional 110 volt, 15 amp circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the above (included 110 volt, 15 amp circuit) shall be prepaid in addition to the cost of materials and services provided by the electrician hired by Rotary, at the electrician's hourly rate and material costs.
- 5.2 All electrical fees shall be paid, by vendor, no later than 30 days prior to setup.
- 5.3 Any electrical needs not listed in Exhibit B, are considered to be late orders and will be charge to the vendor at a rate of four hundred dollars (\$400) per 110-volt, 15 amp circuit (4 plugs) outlet, in addition to any electrician charges payable prior to installation. Such charges will be required to be paid in cash at the time or service. If vendor uses more electricity than listed in this vendor contract, the vendor will be fined \$500 payable immediately, I addition to any other charges that may be associated with such excess use.
- 5.4 Rotary cannot guarantee that electrical requirements not listed in Exhibit B will be available at Rotary GroveFest. Most likely, they will not be available, as the supply is limited.
- 5.5 If a Vendor exceeds the electrical needs listed in Exhibit B, it shall be liable for any damages caused, as a result thereof, including consequential damages. Any Vendor that continues to exceed its electrical needs listed in Exhibit B shall be considered in material breach of this agreement. In the event of material breach by the Vendor, Rotary shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor for the Vendor's failure to comply with this agreement, in addition to any other remedy available in law or equity.

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- 6 Vendor Menu:** A completed menu (Exhibit A) must accompany the signed contract. Vendor agrees to sell only those item(s) as shown on Exhibit A, and approved by Rotary in advance of Rotary GroveFest. Any changes to Exhibit A require written approval from Rotary Food Vendor Chairperson at least 30 days in advance of the event. All Vendors are subject to the following:
- 6.1 Vendors with more than five (5) food items will be charged an additional one hundred fifty dollars (\$150.00) per each food item after the first five (5) items.
  - 6.2 Rotary has the right, in its absolute discretion, to refuse any food item (or items) that Rotary deems unacceptable. The goal of the event is to provide the broadest possible choice of food products with the smallest degree of duplication.
- 7 Payment: Vendor agrees to pay Rotary for each 10' x 10' space (exclusive of additional electrical or equipment fees) by at least 30 days prior to setup.** The payment schedule for the fees is:
- 7.1 A booth fee of \$750 for vendors whose primary business address is located within the village of Downers Grove will be due. A booth fee of \$1500 for vendors whose primary business address is located outside the village of Downers Grove will be due. Any payments made after 45 days from setup will be in the form of certified funds.
  - 7.2 Rotary will provide One (1) 10x10 fire resistant tent, one (1) 6 foot table, two (2) folding chairs, and one 115v 15amp circuit (4 outlets). Additional electrical circuits can be purchased as per paragraph 5 above.
  - 7.3 All payments will be made in the form of a cashiers check or money order check made payable to the Rotary Club of Downers Grove. **All payments are due by May 22nd (No exceptions).**
- 8 Hours of Operation:** Vendor agrees to comply with schedules for the operation of food booth as outlined below.
- 8.1 Vendor may not set up their booth until directed by Rotary. Take-down time for striking Vendor's area shall be no earlier than 10:00 PM on Sunday of the festival. Vendors must vacate the festival grounds along with all vendor's equipment, inventory and property no later than 11:30pm on Sunday of the festival.
  - 8.2 Vendor agrees to have a representative at the site for inspection by the DuPage County Health Department on Friday morning of the festival by 11 a.m. or other such time as may e specified by the health department.
  - 8.3 Vendor is required to staff the booth during full festival hours for all days of the Festival beginning Friday at noon through Sunday at 10 p.m.
- 9 Miscellaneous:** Vendor also agrees to:
- 9.1 Provide its own banners or posters identifying its operation and to abide by Rotary regulations regarding placement and size of such banners or posters. Vendors must also post their menu and menu prices clearly and in full view to insure that festival guests can see what items are being offered and what the cost of such items. Failure to properly post said pricing may result in forfeiture of vendor's deposit, or even ejection from the festival without refund of any kind. All banners or posters must be inside the Vendor's designated space.
  - 9.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendors operation.
  - 9.3 Clean and secure the Vendors space each night .While Rotary provides private security at night, after festival hours, Rotary shall not be liable to Vendor for any theft, destruction other damage to vendor's property, and vendor should take whatever steps vendor deems necessary and proper to secure its property at all times.
  - 9.4 Comply with all arrangements made by Rotary for removal of grease (if applicable) and waste from the site.
  - 9.5 Comply with any other rules or regulations for Food Vendors and Rotary GroveFest established by the Rotary, the Village of Downers Grove, the DuPage County Health Department, and the Downers Grove Fire Department.
  - 9.6 File the appropriate Illinois sales tax return forms with the Illinois Department of Revenue after the event.

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- 10 Insurance:** Vendor agrees to provide to Rotary **at least 30 days prior to setup date** a current certificate of insurance, which shall be effective through the dates of Rotary GroveFest.
- 10.1 The certificate will provide for coverage, which shall include, but not be limited to, general liability coverage in the amount of at least \$1,000,000 (One Million Dollars) per occurrence and three million dollars (\$2,000,000.00) in the aggregate and naming both the Rotary Club of Downers Grove and the Village of Downers Grove as additional insureds.
- 10.2 The certificate will provide a waiver of subrogation and thirty (30) days cancellation notification. **The Rotary Club of Downers Grove, its directors, officers, employees, agents, its heirs successors and assigns as well as the Village of Downers Grove, its directors, officers, employees, agents, its heirs successors and assigns shall be included on said certificate as additional insured.**
- 11 Liability:** Vendor agrees to pay for any damage done by it or its agents and employees to any personal or real property (e.g., tents, tables, streets, etc.) provided by or through Rotary to the Vendor at the Rotary GroveFest, and hold Rotary harmless from any costs expenses or damages, including reasonable attorneys fees incurred by Rotary.
- 12 Security Violations:** Vendor agrees to abide by all security measures set forth by the City of Downers Grove, The Downers Grove Park District, and/or Rotary.
- 12.1 Failure on the Vendor's part to comply with these security measures shall be a material breach of this agreement.
- 12.2 In the event of material breach by the Vendor, Rotary shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor for the Vendor's failure to comply with this agreement, in addition to any other remedy available in law or equity.
- 13 Failure to Perform:** Vendor agrees that all fees paid to Rotary are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a material breach of this agreement.
- 13.1 In the event of material breach by the Vendor, Rotary shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor for the Vendor's failure to comply with this agreement, in addition to any other remedy available in law or equity.
- 14 Failure to Disclose:** Vendor agrees that all fees paid to Rotary are non-refundable, and that any failure on the Vendor's part to disclose completely and truthfully the information requested in this agreement shall be a material breach of this agreement.
- 14.1 In the event of material breach by the Vendor, Rotary shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor for the Vendor's failure to comply with this agreement, in addition to any other remedy available in law or equity.
- 15 Indemnification:** Vendor agrees to indemnify and hold harmless Rotary Club of Downers Grove, the Village of Downers Grove and its officers, employees, members, and volunteers from any and all fees, costs and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendor's involvement with Rotary GroveFest including reasonable attorneys' fees
- 16 Litigation or Collection:** In the event of litigation or collection proceedings result from a breach of this contract, the Vendor agrees to pay any and all damages and costs including reasonable attorneys fees of Rotary Club of Downers Grove, to enforce the terms of this contract.

## Rotary GroveFest Food Vendor Agreement

- 17 Notices:** All notices and demands hereunder shall be in writing and shall be served by personal delivery, nationally-recognized express courier, or by certified mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices and demands shall be deemed given upon the earlier of receipt, two (2) days after deposit with a nationally recognized express courier; or five (5) days after deposit in U.S.P.S.
- 18 Law & Jurisdiction:** This Agreement shall be governed by the laws of the State of Illinois. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be in, the County of DuPage the State of Illinois only, and, in addition, the parties hereby expressly consent to the jurisdiction of the County of DuPage and the federal and state courts in the State of Illinois.
- 19 Headings:** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of references and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.
- 20 Whole Agreement:** The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

# Rotary GroveFest Food Vendor Agreement

## EXHIBIT A

### List of Food Items to Be Sold

Please list all items in preferential order. Beverages other than Soda and Water should also be listed.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \* \_\_\_\_\_
7. \* \_\_\_\_\_
8. \* \_\_\_\_\_
9. \* \_\_\_\_\_
10. \* \_\_\_\_\_

\* NOTE: There is an extra charge for each item of food after 5 food items (\$150.00 per food item).

### Fuel Sources

Please list all items fuels sources and sizes, applicable.

- |    | FUEL SOURCE | SIZE  |
|----|-------------|-------|
| 1. | _____       | _____ |
| 2. | _____       | _____ |
| 3. | _____       | _____ |
| 4. | _____       | _____ |
| 5. | _____       | _____ |

Vendor Name: \_\_\_\_\_

EXHIBIT B

Electrical Requirements

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

Total Amps \_\_\_\_\_

Number of Electrical Increments \_\_\_\_\_  
*(Total Amps divided by 15)*

Less 110V 15A Circuit included with agreement \_\_\_\_\_

Total Additional 110V 15A Circuit needed \_\_\_\_\_

\$250 per 110V 15A Circuit \_\_\_\_\_

Additional amount for Electricity \_\_\_\_\_

This amount will need to be included with payment \_\_\_\_\_

Vendor Name: \_\_\_\_\_



# Rotary GroveFest Food Vendor Agreement

## Vendor authorized representative Agent of Rotary Club of Downers Grove

This Agreement is not effective unless and until it is signed by a representative of the Rotary Club of Downers Grove You will receive a copy of this agreement signed by a representative of Rotary Club of Downers Grove via email, at the Food Vendor meeting or the US Mail. Please retain all pages of this agreement.

Mail agreement & insurance information to:

**Rotary Club of Downers Grove  
P.O. Box 256  
Downers Grove, IL 60515  
Attention: Slawek Polinski**

**OR**

E-mail agreement & insurance information to:

**slavpolinskirotary@gmail.com\***

*\* This e-mail address is being protected from spambots.*

Mail Payment to:

**Rotary Club of Downers Grove  
P.O. Box 256, Downers Grove, IL**

I have read and understand the above penalty schedule. I understand that should I incur any violations; Rotary Club of Downers Grove will deem my organization to be in material breach of contract and I may be asked to leave the event without any refund. Rotary Club of Downers Grove, the Village of DownersGrove, and the Downers Grove Park District reserve the right to pursue any legal remedy resulting from penalties/violations including, but not limited to resulting legal fees.

IN WITNESS WHEREOF, the parties have caused their signatures to be affixed hereto.

By Vendor

By Rotary Club of Downers Grove

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*