



Rotary GroveFest Business Booth Agreement

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

NOTE: All items below are required.

Business Name (Hereinafter "Vendor") _____

Business Address _____

Business City _____

State _____

Zip _____

Business Telephone _____

Business E-Mail _____

Federal Tax ID# _____

Name of Principal Owner: _____

Name of Manager(s) at event

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

Primary Contact Name _____

Primary Contact Cell Phone Number _____

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: _____

Rotary GroveFest Business Booth Vendor Agreement

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 business representation with the smallest degree of duplication.
- B. 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.
- C. Rotary GroveFest is a family event as a result all representatives of businesses need to conduct themselves in a way commensurate with the spirit of this event no foul language, loud / offensive music etc.

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 Business Participant 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.

Business Entity will distribute only items listed in Exhibit A, attached hereto, at Rotary GroveFest

- 1.1 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.
- 1.2 Rotary will provide a single 10 X10 tent and one 110 volt, 15 amp circuit (four outlet 15 amp service) for the Vendor's use subject to the Vendor paying all required fees at least 30 days prior to date of setup.

Business vendors will have the option to bring their own tables and chairs for this years Fest. Rotary will supply tables and chairs for this years fest for an additional \$35.00 fee. Rotary will need to be notified 30 day prior to the start of the event if tables and chairs are needed by each vendor.

- 2** Trash shall not be piled up under the business vendors tent. Trash removal to the proper containers shall be conducted on a regular basis as needed, by Business vendor
- 2.1 Rotary will provide garbage dumpsters. Vendors are expected to remove all garbage from their vending location to the said garbage dumpsters bt 11:15 PM friday and +Saturday. and on Sunday by 11:00 PM

- 3 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.

- 3.1 Vendors on Main Street shall Keep sidewalks clear of all objects at all times as this area is considered an emergency exit path
- 3.2 All vendors must maintain an 18' fire lane on the east side of main street and on all streets located throughout Grovefest.

- 4 Electrical:** Rotary will supply electrical service for one 110 volt, 15 amp circuit (four outlet 15 amp service) to the space provided to the business vendor tent.

- 4.1 All extension cords used by vendors must be fourteen (14) gauge (preferable 12 Gauge) and rated for outdoor use with proper grounding plug. Frayed, cut or homemade cords are forbidden. All cords must be UL rated
- 4.2 All electrical connections used by vendors must be off the ground
- 4.3 Should the vendor require any additional 110 volt, 15 amp circuit , the vendor agrees to pay a flat fee of Two Hundred Fifty(\$250.00) per additional 110 volt 15 amp circuit. these additional circuits are only sold in these increments. Any electrical requirements in excess of the above (included 110 Volt, 15 amp circuits shall be prepaid in addition of the cost of materials and services provided by the electrician hired by Rotary , at the electricians hourly rate and material costs.
- 4.4 All electrical fees shall be paid, by vendor, no later than 30 days prior to setup.

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- 4.5 Any electrical needs not listed in Exhibit B are considered to be late orders and will be charged to the vendor at an hourly rate of Four Hundred (\$400.00) per 110 volt, 15 amp Circuit (4 Plug) outlet, in addition to any electrician charges payable prior to installation. Such charge will be required to be paid in full in cash at the time of the service. If vendor uses more electricity than listed in this contract, the vendor will be fined \$500 payable immediately, in addition to any other charges that may be associated with such excess use.
- 5 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 set up. **Payment schedule fees :**
- 5.1 The booth fee of **\$750.00** for Vendors whose primary business address is located within the village of Downers Grove will be due. A booth fee of **\$1000.00** for whose business addresses is located outside the village of Downers Grove will be due.
- 5.2 **There is an option this year to bring your own tables and chairs to the booth. If the business will require Rotary Club to provide tables and chairs for the booths there will be an additional \$ 35.00 fee.**
- 5.3 Rotary Club will provide 10' x 10' fire resistant tent and one 115v 15 amp circuit (4 Outlets). Additional electrical circuits will be charged at a rate listed above in 4.5.
- 5.4 All payments will be made in the form of credit card, cashiers check, money order, business check made payable to Rotary Club of owners Grove. Payments shall be sent to Rotary Club of Downers Grove P.O. Box 256 Downers Grove Illinois 60515
- 6 Hours of Operation:** Vendor agrees to comply with schedules for the operation of business booths as outlined below:
- 6.1 The set up time will be Friday at 10:00 am the fest will open at 12:00 pm on Friday
- 6.2 Vendor may not set up their booth until directed by Rotary. Take-down time for striking Vendor's area shall be 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.
- 6.3 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.
- 7 Miscellaneous:** Vendor also agrees to:
- 7.1 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.
- 7.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendors operation.
- 7.3 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 or other damage to vendor's property, and vendor should take whatever steps vendor deems necessary and proper to secure its property at all times.

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- 8 Insurance:** Vendor agrees to provide to Rotary **at least 30 days prior to setup date** a current certificate which shall be effective through the dates of Rotary GroveFest. (SEE EXAMPLE OF INSURANCE)
- 8.1 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 two 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.
- 8.2 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.**
- 8.3 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.
- 9 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.
- 9.1 Failure on the Vendor's part to comply with these security measures shall be a material breach of this agreement.
- 9.2 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.
- 10 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.
- 10.1 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.
- 11 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.
- 11.1 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.
- 12 Indemnification:** Vendor agrees to indemnify and hold harmless Rotary Club of Downers Grove, the Village of Downers Grove for fees, costs and its officers, employees, members, and volunteers from any and all or in and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of 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
- 13 Litigation or Collection:** In the event of litigation or collection proceedings result from a breach of this fees of contract, the Vendor agrees to pay any and all damages and costs including reasonable attorneys Rotary Club of Downers Grove, to enforce the terms of this contract.

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- 14 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.
- 15 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.
- 16 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.
- 17 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 Business Booth 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: Bob Casey / Kim Morton

OR

E-mail agreement & insurance information to:

bcasey5@comcast.net / morton.kim59@gmail.com

Mail Payment to:

Rotary Club of Downers Grove
P.O. Box 256, Downers Grove, IL 60515

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurce Agent/Broker Name Insurce Agent/Broker Street Address or P.O. Box Insurce Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Name of Insurance Company</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER B: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER C: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER D: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER E: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Name of Insurance Company	Enter NAIC#	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#
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INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#												

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date Post 6/24/24	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
						MED EXP (Any one person)	\$5000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: Village of Downers Grove

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.

CERTIFICATE HOLDER Rotary Club of Downers Grove PO Box 256 Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE