

Taste of Joliet Food Vendor Agreement 2012

Preamble

- A. The Taste of Joliet is a community event organized and coordinated by the Park District for the benefit of the community it serves. It is the goal of the Park District that the community be provided with the broadest possible choice of food products with the smallest degree of duplication.
- B. The Park District and the Vendor wish to provide food for the community at the Taste of Joliet and agree that the food products to be distributed to the public at the Taste of Joliet should be of the highest quality possible.
- C. The Park District and Vendor desire to assure the community that they have adequate insurance coverage in the event that an injury or accident arises in connection with the 2012 Taste of Joliet.

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

- 1 Vendor Space:** The Park District agrees to provide Vendor with a space (single or double occupancy) at the Taste of Joliet. Final locations will be assigned at the Food Vendor Meeting (date TBD).
 - 1.1 Vendor will sell only the food items listed in Exhibit A, attached hereto, at the Taste of Joliet.
 - 1.2 Vendor agrees that the Park District shall have sole authority and discretion in the assignment of the spaces at the Taste of Joliet.
 - 1.3 Booth tents, signs, tables, condiment tables, cooking equipment or other related items to the Vendor operation **must not project past the provided marked area.**
 - 1.4 Spaces include 10'W by 10'D tent and fresh water. Double-space: 20'W by 10'D.
 - 1.5 A tarp and plywood will be provided to cover the floor of booth space. This is intended to protect the newly installed rubber track.
 - 1.6 The City of Joliet also requires the use of treated plywood or non-combustible sheets of cement board for all vendors operating with a heat source. The city further requires that the treated "stamp" be placed "face up" so it can be seen by their inspection team.

2 \$300 Security Deposit: Vendor will pay a \$300.00 security deposit per space.

- 2.1 The deposit is refundable upon the completion of a checkout sheet detailing what the Vendor's responsibilities are in order to return the Vendor's space to its pre-event (normal) condition.
- 2.2 Clean-up includes, but is not limited to: cleanup of any debris or garbage under the tent and in the immediate area, removal of signs, display boards and any materials placed on tents or stadium fencing, wiping down of tent counter tops.
- 2.3 If Vendor fails to perform these services, the Park District reserves the right to provide the additional cleanup and subtract the cost from the security deposit.
- 2.4 Vendor's failure to use grey water area and grease receptacles will result in automatic forfeit of this deposit and result in Vendors use of the space to be terminated.
- 2.5 Please see Exhibit 'D' for a complete list of violations and penalties.
- 2.6 The Joliet Park District reserves the right to pursue restitution resulting from violations.
- 2.7 Deposit Checks will be issued 4-6 weeks after the event.

3 Will County Health Department: Vendor agrees to obtain, at its own expense, all necessary health, food or other permits and/or licenses, including a temporary food permit from the Will County Health Department.

- 3.1 Park District will supply Vendor with water source. Vendors choosing to use this water source must provide a food-grade hose outfitted with a T-Valve and backflow device.
- 3.2 Vendor agrees to fully comply will all requirements of the Will County Health Department and adhere to all sanitation and food safety codes and regulations throughout the event.
- 3.3 Vendor must not smoke in their booth or on festival grounds.**
- 3.4 Vendor must not pour anything down storm sewers, on pavement, synthetic turf areas, or track.
- 3.5 Applications for permits are due 10 days prior to the event.
- 3.6 Penalties apply if fees are not paid at least 7 days prior to the event.
- 3.6 Vendor must obtain health and sanitation rules, regulations and pay fee from the Will County Health Department. www.willcountyhealth.org/en/env/Food.aspx. Will County Health Department Office, 501 Ella Ave, Joliet, Illinois 60433.

4 CITY OF JOLIET: *Vendor agrees to comply with all rules as stated by the City of Joliet. Failure to comply with these rules may lead to the forfeit of the Vendor's security deposit.*

4.1 Joliet Park District will provide plywood to be used to cover the track area under your booth.

4.2 Any vendor operating with a heat source must use fire treated plywood or non-combustible sheets of cement board. Please leave the fire treated stamp face up so it can be seen. Any other material will need prior approval.

4.3 Vendors with charcoal grills must have two 5-gallon buckets of water to douse their coals.

4.4 All vendors using a deep fryer shall have at least one 2 _ gal class K portable fire extinguisher.

4.5 All vendors need to have a UL300 compliant fire extinguishing system with a current inspection tag

5 Grey Water, Grease, Garbage and Safety: *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.*

5.1 Park District will provide grey water deposits. The vendor agrees to use provided strainer and to clear any drainage clogs resulting from use of these facilities.

5.2 Park District will provide grease bins. Vendor agrees to dispose of all grease into these bins.

5.3 Park District will provide garbage dumpsters. Trash shall not be piled up under vendor tent or around metal barrel trash cans. It is the Vendor's responsibility for trash to be removed to the garbage dumpsters.

6 Electrical: The Park District will supply electrical service for two 120 volt, 20 amp circuit (four outlets) to the space provided to the Vendor.

6.1 Vendor shall list all of its electrical requirements in Exhibit C, attached hereto. Should the Vendor require an additional 120V, 20 amp circuit, the Vendor agrees to pay an additional flat fee of \$50.00 per additional 120V, 20 amp circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the above (including 120V, 20 amp circuit) shall be prepaid in addition to the cost of materials and services provided by the electrician hired by the Park District, at the electricians hourly rate and material costs.

6.2 Should the Vendor require additional electrical needs not originally listed in Exhibit C, Vendor must notify the Park District in writing prior to June 22, 2012 by 4 p.m. Should this occur Vendor agrees to pay an additional flat fee of \$75 per 120V, 20 amp circuit.

6.3 **Should the Vendor need a Special Hook Up that requires hard wiring, the Vendor agrees to pay a flat fee of \$125.00. Should the Vendor require this type of electrical hook up and it is not originally listed in Exhibit C, Vendor must notify the Park District in writing prior to June 22, 2012 by 4 p.m. Should this occur Vendor agrees to pay an additional flat fee of \$250.00.**

6.5 **Any electrical disconnection that is to be done on Sunday night must be scheduled prior to the event or it will take place on Monday, July 2, 2012.**

6.5 All electrical fees shall be paid not later than with the final installment of space fees.

6.6 If additional electric is needed on the weekend of the Taste of Joliet, if available, the Vendor will be charged an hourly rate of \$55.00 per hour.

7 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 the Park District in advance of the Taste of Joliet. Any changes to Exhibit A must be requested in writing to the Park District. All Vendors are subject to the following:

7.1 Menu Item is considered any novelty item to your establishment. Included but not limited to the following, pizza, sandwiches, lemonade shake-ups, funnel cakes, etc. Canned or bottled soda or water is **not** considered a food item. If there are questions regarding what is considered a Menu Item please put a request in writing to the Park District.

7.2 Vendors with more than 6 menu items will be charged an additional \$50.00 per food item.

7.3 Out of the 6 menu items, one food item must be priced no higher than \$2.00 and be considered a taste size proportion or a sample size or a regular item (not a side item).

7.4 Vendor must agree to give away 15 taste size proportions. Throughout the weekend various VIP's and Sponsors will present coupons that are good for a taste size portion; the Park District will supply the coupons.

8 Payment: Vendor agrees to pay the Park District for each space (single or double occupancy) and electricity. The payment schedule for the fees is:

8.1 A \$300 refundable security deposit must be submitted with this completed contract to hold your space and cover any incidentals. The \$300 is 100% refundable if the Joliet Park District rejects your application for any reason.

8.2 Full nonrefundable payments of the items listed on Exhibit B must be received no later than one (1) week prior to the event.

8.3 All payments will be made in the form of a company check, cashier's check or cash. Checks should be made payable to the Joliet Park District.

9 Hours of Operation: Vendor agrees to comply with the festival schedules for the operation of its food booth.

9.1 Vendor agrees to have a representative at the site for inspection by the Will County Health Department.

9.2 Due to the installation of the new rubber track, NO VEHICLES WILL BE ALLOWED INSIDE THE STADIUM. All set up and clean up must be done on foot or with a cart.

9.3 Vendor may not leave the premises until receipt of completed Vendor Check-out List & Signature of an authorized representative of the Joliet Park District. This is to verify that the vendor space has been properly cleaned and cleared of all items relating to the Vendor. Failure to have check-out list completed will result in an automatic penalty of \$150.00.

10 Miscellaneous: Vendor also agrees to:

- 10.1 Provide its own banners or posters identifying its operation. All banners or posters must be inside the Vendor's Space.
- 10.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendors operation. Wear any vendor badge issued by the Joliet Park District.
- 10.3 Clean and secure the Vendors space each night (the Park District does not supply separate security).
- 10.4 Comply with all rules or regulations for Food Vendors at the Taste of Joliet established by the Joliet Park District and the Will County Health Department and the City of Joliet.

11 Insurance: Vendor agrees to provide the Park District a current certificate of insurance, which shall be effective for the dates of the 2012 Taste of Joliet.

- 11.1 The certificate will provide for coverage, which shall include but not be limited to general liability coverage in the minimum amount of \$1,000,000.00 (one million dollars) per occurrence, listing the Joliet Park District 3000 West Jefferson Street Joliet, Illinois 60435 as additionally insured.
- 11.2 The certificate will provide a waiver of subrogation and 30 days of cancellation notification. The Joliet Park District shall be included on said certification as additional insured.

12 Liability: Vendor agrees to pay for any damages done by it or its agents and employees to any personal or real property (e.g. tents, electrical equipment, event facility, etc.) provided by or through the Park District to the Vendor at the Taste of Joliet.

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

By Vendor

By Joliet Park District

Signature

Signature

Printed Name

Printed Name

Vendor Authorized Representative

Agent of the Joliet Park District

This Agreement is not effective unless and until it is signed by a representative of the Joliet Park District. You will receive a copy of this agreement signed by a representative of the Joliet Park District via US Mail. Please retain all pages of this agreement.

Initials:

Taste of Joliet Vendor Agreement 2012

Exhibit A List of Food Items to be sold

Please list all items in preferential order.
NO ALCHOLIC BEVERAGE SALES WILL BE ALLOWED

Menu Item	Cooking/Reheating Method	Charging Price for Food Item
1		
2		
3		
4		
5		
6		
7*		
8*		
9*		
10*		
11*		
12*		
13*		
14*		
15*		
16*		
17*		
18*		
19*		
20*		

NOTE: There is an extra charge for each item of food after 6 food items (\$50.00 per food item)

****NOTE: One item out of the six must be a sample size items for sale of no more than \$2.00****

Vendor Name: _____

Initials: _____

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EXHIBIT B (Rental Requirements & Fee Itemization)

Rental Items	Quantity	Cost	Total
(1) 10' x 10' Space		x \$900 x \$700(by 3/16/2012)	
(1) 10 x 20' Space		x \$1350 x \$1150 (by 3/16/2012)	
2' x 8' Table Rental		x \$10	
Additional 120V 20A Circuit (4 outlet)		x \$50	(copy line 24 Exhibit C)
Additional Menu Items (see Exhibit A)		x \$50	
Security Deposit			\$300
NO TRAILERS ALLOWED			
		Total:	\$

Vendor Name: _____

NOTE: a discount will be applied to all vendors who submit their completed application AND their deposit-check to the Joliet Park District no later than 4:00 PM on March 16, 2012

Initials: _____

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EXHIBIT C (Electrical Requirements)

Name of Equipment	Voltage Requirement	Amperage Requirement
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
Total Amps		
Number of Electrical Increments (Total Amps divided by 20)		
Less 120V, 20A Circuit included with agreement		
Total Additional 120V, 20A Circuit needed		
x \$50 per 120V, 20A Circuit		
Additional amount of Electricity (this amount to be included with payment)		

****For Hard-wire Vendors, please specify the length of the power extension cord _____**

Vendor Name: _____

Initials: _____

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EXHIBIT D Penalties & Violations

Violation	Penalty Per Violation
Trash in booth space during/after check out	\$25
Equipment remaining in space during/after check out	\$50
Sold food items at prices not disclosed in Exhibit A or additional items not listed on Exhibit A	\$50 per item
Used but did not purchase additional electricity	\$100 per violation
Damaged tents or rented tables	Pay charge from rental company
Spilled grease or did not dispose of in provided containers	\$100 per incident
Spilled grey water or did not utilize provided containers	\$25 per incident
ANY Health Code Violation	Cease Operations at Health Code Inspectors discretion
Non compliance of Hours of Operation	\$25 per incident
Failure to complete the Vendor Check out list	\$150
Failure to provide plywood flooring	Will not be allowed to set up and will forfeit \$300 deposit

Vendor Name: _____

I have read and understand the above penalty schedule. I understand that should I incur any violations the Joliet Park District will deduct the amount of the violation according to the above schedule from my Security Deposit. The Joliet Park District reserves the right to pursue restitution resulting from the penalties/violations including, but not limited to, resulting legal fees.

Vendor Signature: _____

Initials: _____

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Check List

Have you done the following?

- Read ALL pages of the Taste Joliet Food Vendor Agreement _____
- Filled out all necessary documents: page 1 and Exhibits A, B, C & D _____
- Filled in ALL lines that require Vendor Name _____
- Filled in ALL lines that require Vendor Signature _____
- Place your initials at the bottom of every page _____
- Please enclose this entire packet in an envelope **with your security deposit** and mail to :

Joliet Park District
Attn: Donna Gale
3000 West Jefferson Street
Joliet, Illinois 60435

IMPORTANT...

Once your application has been reviewed, you will receive an invoice outlining your space fees including equipment rental, additional menu items, and additional electricity. You will also be notified of the Food Vendor Meeting time, date, and place.

Please contact me with any questions or concerns.

Donna Gale

Office 815-741-7275 ext 206
Fax 815-741-7280
Mobil 815-641-4317
e-mail: dgale@jolietpark.org