



2023 Food Vendor Contract

Vendor Name: _____

Dates: _____ **Times:** _____

Contact Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Business Phone: _____ **Contact Phone:** _____

Email: _____

Website: _____

Total Number of Employees Attending: _____ **Vehicles:** _____

Product	Description	Cost

Please complete the above information and read and sign the following pages, retaining one copy for your records. When you return this contract please include:

- Completed Contract
- \$250 Refundable Deposit*
- Certificate of Liability Insurance
- Copy of Health Department License
- Copy of Illinois Sales Tax License (if applicable)

* A \$250.00 deposit is required and secured with a credit card. After the event once all conditions of the contract have been met your deposit will be refunded. Our events are **rain or shine** and we do not cancel them. In the event of severe weather, we may need to temporarily suspend operations until conditions improve. If you fail to show up or leave early for any reason you will forfeit your deposit.

RULES, CONTRACT, WAIVER, AND RELEASE

1. Upon leaving the event, Vendor shall remove and properly dispose of all rubbish, trash, and discarded materials, including food and grease. The vendor is responsible for bringing appropriate containers for the disposal and removal of such materials. All grease must be properly discarded and removed from the event grounds by the vendor and not into the dumpster on the event grounds.
2. Priority in the location of leased space shall be given to those Vendors in their respective areas in the order that they return signed contracts with payment.
3. Booth/Concession set up cannot begin more than one hour before the scheduled date & begin time and booth/trailer and all supplies must be removed no later than one hour after the scheduled end time.
4. The Village of Elwood reserves the right to prohibit and remove the exhibit and/or sale of items that are not in keeping with the family nature of the event and which offend the moral standards of the community or are found to be causing a nuisance or disturbance by selling them at the festival. Similarly, no unethical or unlawful practice will be tolerated.
5. Although there will be security patrolling the area during the event, the Village of Elwood assumes no responsibility for the security of the Vendor's property and the Vendor agrees to hold the Village of Elwood harmless.
6. All items for sale, both food, and merchandise, must be conspicuously priced on signs.
7. No outside alcoholic beverages are allowed on the premises.
8. No smoking is allowed in the concession units due to fire and health department regulations.
9. All persons, companies, or organizations renting booth/concession space do so as independent contractors, not as employees or agents of the Village of Elwood or its management herein, and as such assume all responsibility for withholding taxes, Social Security, state taxes, public liability, and Worker's Compensation Insurance, and also assume responsibility for insurance coverage to, from and during the event and for accident or injury to Vendor's self, staff, and equipment.
10. Vendor may receive deliveries during event hours.
11. Every booth that is preparing or heating food must also have a fire extinguisher designed for grease fires and/or electrical fires provided by Vendor.
12. Three wire-grounded electrical extension cords of wire gauge adequate for your electrical appliance usage must be provided by Vendor. **If you require electricity, the Village must be notified of those needs at least two weeks prior to the event.**
13. Vendors shall have at least one person always running the booth except persons who are running a booth alone and who may only leave their booth to use the restroom. Abuse of this rule will result in the removal of your booth.
14. Vendor shall submit with this contract proof of the following insurance coverage effective for the above date in the form of a Certificate of Liability Insurance: liability coverage of not less than \$300,000.00, and Worker's Compensation, if available. Where it says "Certificate Holder", it must say "Additional Insured: Village of Elwood, 401 E. Mississippi Avenue, Elwood, IL 60421". The vendor will not be allowed to set up without the properly filled out certificate including Additional Insured.
15. Vendors must provide copies of all necessary licenses/permits, including the following:
 - a. A copy of your Illinois Sales Tax License
 - b. An Illinois Health Department Food License is required prior to the start of the event if you are selling foods prepared at the event.
16. Vendor agrees to keep the required insurance coverage and licenses active during the duration of the above-stated date and always displayed in the booth during the event.
17. Vendor agrees to supply all set-up needs such as tables, canopy, lights, proper extension cords, etc.

IMPORTANT INFORMATION

The Village of Elwood is committed to conducting its events and activities in a safe manner and holds the safety of Vendors in high regard. The Village of Elwood continually strives to reduce such risks and insists that all Vendors follow safety rules and instructions that are designed to protect the Vendors' safety. However, Vendors registering for vending at an event must recognize that there is an inherent risk of injury when choosing to participate in events. You are solely responsible for determining if you and your employees are fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the Vendor is pregnant, disabled in any way or recently suffered an illness, injury, or impairment, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Despite careful and proper preparation, instruction, medical advice, and continuous updating of equipment, there is still a risk of serious injury when participating in any festival. Understandably, not all hazards and dangers can be foreseen. Depending on the particular activity, Vendors must understand that certain risks, dangers, and injuries due to inclement weather, slips and falls, carelessness, horseplay, unbecoming conduct, premises defects, inadequate or defective equipment, inadequate supervision, and all other circumstances inherent to indoor and outdoor festivals exist. In this regard, it must be recognized that it is impossible for the Village of Elwood to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in the program listed below, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss that you or your employees might sustain as a result of participating in any and all activities connected with and associated with this festival (including transportation services and vehicle operations, when provided.)

I recognize and acknowledge that there are certain risks of physical injury to Vendors in this event, and I voluntarily agree to assume the full risk of all injuries, damages, or loss, regardless of severity, that my employees or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my employees may have (or accrue to me or my employees) as a result of participating in this event against the Village of Elwood including its officials, agents, volunteers, and employees.

I have read and fully understand the above important information, warning of risk, assumption of risk, and waiver and release of all claims. I understand that I am responsible for my own space, materials, insurance, and permits, and shall hold harmless the Village of Elwood, Will County, Illinois from any and all damages. If registering via fax, a facsimile signature shall substitute for and have the same legal effect as an original form signature.

Signature: _____

Print: _____

Date: _____