

Family Days Food Vendor Contract



Deerfield
FAMILY DAYS
It's a blast!



VILLAGE OF DEERFIELD

The Village of Deerfield and the Vendor agree to the terms and conditions of this agreement. The Vendor shall sell only the products specified and approved in this agreement at Deerfield Family Days on July 3 and July 4.

Date/Place: July 3, 5 p.m. to 10 p.m. at Brickyards Park & July 4, 10:30 a.m. to 3 p.m. at Jewett Park
First space fee: \$200 non-refundable

This agreement must also be accompanied with the following:

1. \$200.00 vendor fee and charges for table rental as stated below. Check should be made payable to Deerfield Family Days.
2. **Proof of Insurance as indicated on page 3 –this must be included with this form and your check.**

Article I

Vendor and Products

1. Company Name: _____
2. Contact Person: _____
3. Street Address: _____
4. City, State & Zip: _____
5. Telephone Number: _____
6. Fax Number: _____
7. Email: _____
8. Description of food and prices:
All menu items are subject to approval.

_____ \$
_____ \$
_____ \$
_____ \$

9. Electricity is provided.
10. Deerfield Family Days will provide water for both days.
11. Deerfield Family Days will provide tables, if requested at \$10.00 each. Please include in check for spaces.
Number of tables needed: _____

Article II

1. This agreement must be completed and signed by MAY 1, and shall not be in effect until accepted by the Deerfield Family Days commission.

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2. Please send the application to Deerfield Family Days, 850 Waukegan Road, Deerfield, IL 60015
3. This agreement must be sent in along with the following:
 - \$200 vendor fee for space (check made payable to Deerfield Family Days) and fees for tables if requested.
 - Signed insurance agreement (Will not be able to participate unless we have insurance info).
4. Deerfield Family Days will provide electricity, water, disposal facility and parking for 2 vehicles.
5. Vendor must supply their own sign with their name and prices on it. All items for sale must be conspicuously priced on signs for the food items.
6. Vendor must stay open between 5:00 pm to 10:00pm on July 3rd and from 10:00 am to 3 pm on July 4th.
7. Vendor site must be kept clean and garbage discarded properly.
8. Vendor assumes all responsibility for any and all property damage within the concession stand.
9. No alcoholic beverages may be consumed or sold by the Vendor or their workers during the working hours or on the premises.
10. No smoking is allowed in the concession units or on park premises.
11. Although there will be police patrolling the area during Family Days, Deerfield Family Days assumes no responsibility for the security of the Vendor's property and the Vendor agrees to hold Deerfield Family Days harmless.
12. Every vendor shall have a fire extinguisher.
13. **The Vendor must contact the Health Department** and must abide by Lake County Health Department rules and regulations. The vendor must complete and submit an application to the Health Department and have a copy of health permit on site.

Article III

The Village of Deerfield and Deerfield Family Days reserve the right to terminate this Agreement in the event the vendor breaches any items in this contract.

I have read and understand the above agreement.

Vendor (Please print company name): _____

Signature: _____ Date: _____

Accepted By: _____ Date: _____

*Please keep a copy of the complete application for your records.

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Insurance Requirements

The Vendor, at its sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Agreement required insurance. The specific type(s) and amount(s) of coverage of this Agreement are listed below. The Village, its elected officials, officers, agents, and employees must be named as additional insured parties on every insurance certificate for this Agreement.

- (a) Workmen's Compensation Insurance in the statutory amount and Employer's Liability Insurance in an amount not less than \$1,000,000. Workmen's Compensation must include a waiver of subrogation. The Village must be listed as an alternate employer.
- (b) Commercial General Liability Insurance:
 - Bodily Injury - \$1,000,000 each occurrence; \$1,000,000 aggregate
 - Property Damage - \$1,000,000 each occurrence; \$1,000,000 aggregate
- (c) Professional Liability Insurance: To cover errors, omissions and negligent acts of the Vendor in the performance of his services - \$1,000,000 per claim and aggregate
- (d) Business Auto Liability Insurance: Bodily Injury and Property Damage Combined - \$1,000,000 per occurrence

Provisions

The Vendor and all Independent/Subcontractor's Insurance coverage shall be primary and non-contributory insurance as respects the Village, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officers, employees or volunteers shall not contribute to the Vendors insurance.

The insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager.

Insurance is to be placed with insurers authorized to do business in the State of Illinois with Best's rating of not less than "A" covering all operations under this contract. Exceptions to this clause are at the discretion of the Village Attorney.

Vendors and Independent/Subcontractors shall furnish the Village with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate(s) and endorsements are to be received and approved by the Village prior to the beginning of any work. The Village reserves the right to require complete certified copies of all required insurance policies at any time.

The Village shall have no responsibilities whatsoever to the Vendor with respect to any insurance coverage, its procurement or the absence thereof. Vendors and Independent/Subcontractors expressly understands and agrees that any insurance protection furnished by the Vendor hereunder shall in no way limit its responsibility to indemnify and save harmless the Village under the Provision of this Agreement.

The Village maintains the right to modify, delete, alter or change these requirements. The insurer shall agree to waive all rights of subrogation (workers compensation-general liability) against the Village, its officials, employees and volunteers for losses arising from this Agreement.