



Food Vendor Agreement

This Agreement is made this _____ day of _____ 2014, between NCCOI, doing business as Naperville Jaycees Last Fling, an Illinois Not-For-Profit Corporation of Naperville, Illinois, (hereinafter "Jaycees") and

**** All items below are required! ****

Business Information - Name _____ (Hereinafter "Vendor")

Address _____

City, State, Zip _____

Telephone _____

E-Mail _____

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

Illinois Tax ID _____

Name of Principal Owner _____

Name of Manager(s) at event _____

Primary Contact Information - Name _____

Cell Phone Number _____

Indicate Desired Location(s) A-F _____ (See pages 3-9)

Number of Spaces Requested & Size _____ (Limit 3)

Additional Spatial Requirements _____

Please disclose the name(s) of the principal owner(s) and any managers who will work the 2014 Naperville Jaycees Last Fling event:

Names of Mangers & Owner(s) To Be Present at Event	Worked the Fling Before?		If Yes, under what Company Name?
	Yes	No	

Last Fling Food Vendor Agreement 2014

PREAMBLE

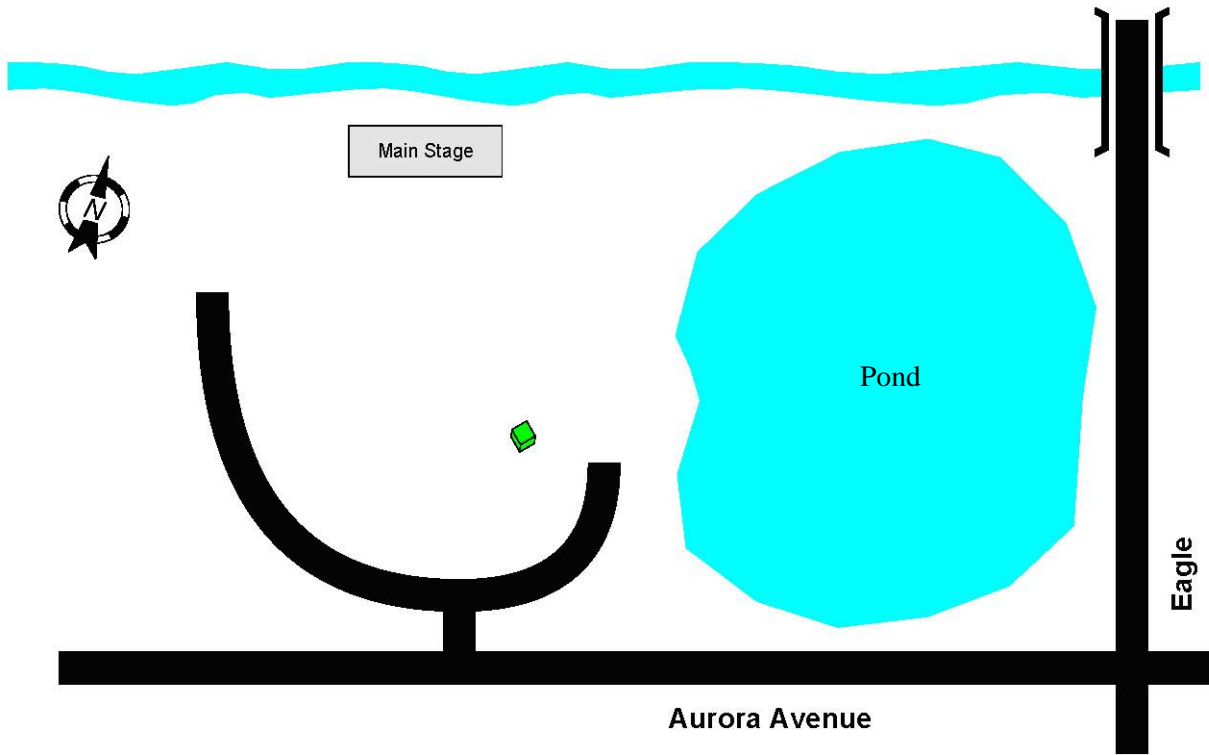
- A. The Last Fling is a Naperville community event organized and coordinated by the Jaycees for the benefit of the community that it serves. It is the goal of the Jaycees that the community be provided the broadest possible choice of food products with the smallest degree of duplication.
- B. The Jaycees and the Vendor wish to provide food for the community at the Last Fling, and agree that the food products to be distributed to the public at the Last Fling should be of the highest quality possible.
- C. The Jaycees 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 2014 Last Fling.

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

- 1 **Vendor Space:** The Jaycees agree to provide Vendor with one of the spaces at the Last Fling described in the following pages. Please indicate your location preference. Final locations will be assigned Friday, August 29, 2014.
 - 1.1 Vendor agrees that the Jaycees shall have sole authority and discretion in the assignment of the spaces at the Last Fling.
 - 1.2 Booth tents, signs, tables, condiment tables, cooking equipment, or other items related to Vendor operation must not project past the provided protective ground barrier.
 - 1.3 Should Vendor require space outside the 10'x10' or 10'x20' tent allotments, Jaycees may provide said space at the rate of \$120 per linear foot (Exhibit B). This may apply to structures such as trailers with non-removable tongues and/or additional grill space. Vendor must report these requirements on page 1 of this document. Failure to communicate spatial requirements may result in fines to Vendor and/or loss of partial or full security deposit (Exhibit D).
 - 1.4 The Jaycees will not provide any items not specified in this Agreement in addition to Exhibit B (pg. 19).

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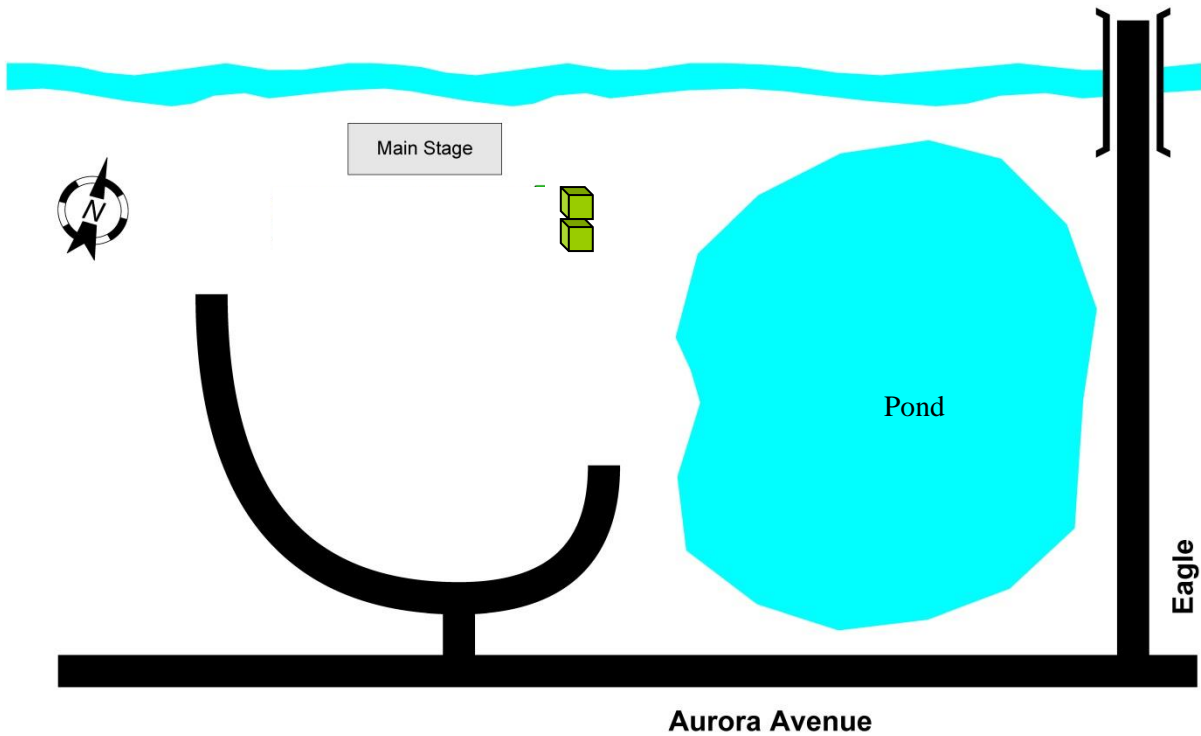
Location 'A' Main Stage Area – Top of Hill



Location Advantage:	On top of Rotary Hill, this is the first food location seen as patrons enter the main entertainment stage area.
Hours of Operation:	<p style="text-align: center;"> Friday, August 29, 2014 5:00 PM – 10:00 PM Saturday, August 30, 2014 3:00 PM – 10:00 PM Sunday, September 31, 2014 3:00 PM – 10:00 PM Monday, September 1, 2014 12:00 PM – 6:00 PM *Monday selling optional this location *Times may change pending hill schedule </p>
Spots Available:	1
Space:	20' x 20' with included 10' x 10' tent & two 2' x 8' tables
Expand Space:	No
Electricity:	20 Amp, 110 Volt circuit provided. Additional available for fee (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$3,800 (does not include deposit)

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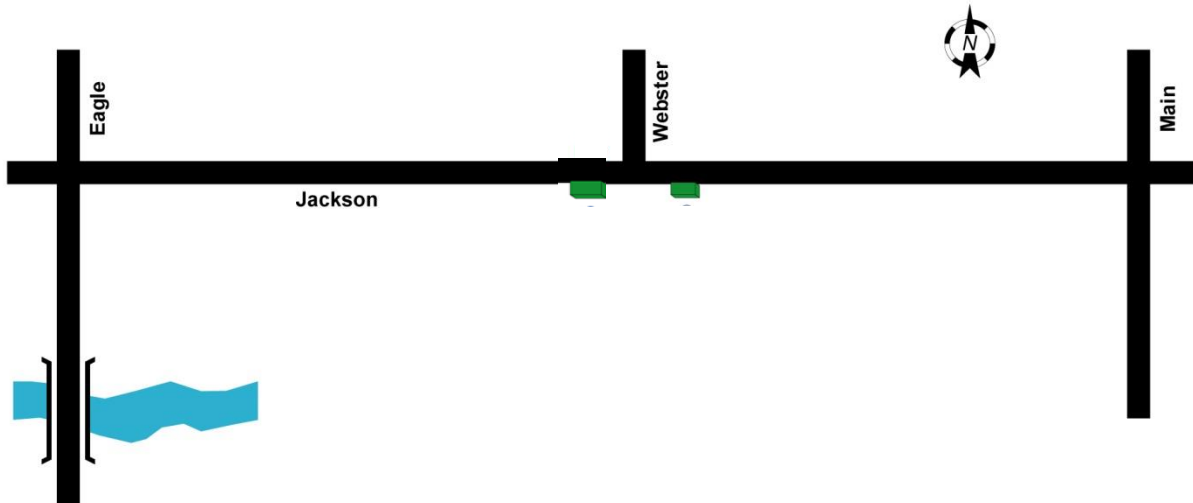
Location 'B' Main Stage Area – East Side



Location Advantage:	At the bottom of Rotary Hill, this location is exposed to people attending Jaycees main entertainment events. Vendor can sell out of both sides of tent
Hours of Operation:	Friday, August 29, 2014 5:00 PM – 10:00 PM Saturday, August 30, 2014 3:00 PM – 10:00 PM Sunday, August, 2014 3:00 PM – 10:00 PM Monday, September 1, 2014 12:00 PM – 6:00 PM
Spots Available:	1-2 (dependent on tent(s) size)
Space:	20' x 20' with included 10' x 20' tent & two 2' x 8' tables
Electricity:	20 Amp, 110 Volt circuit provided. Additional available for fee (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$4,000 (does not include deposit)

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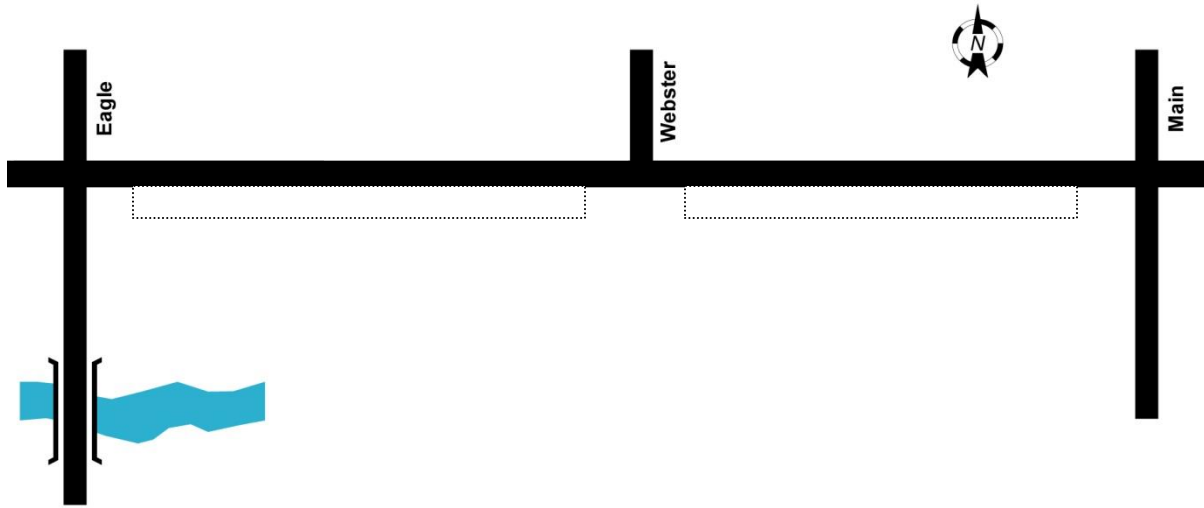
Location 'C' Jackson Street – Premium Spots (End Unit)



Location Advantage:	The corners of Jackson and Webster are historically the busiest and most lucrative Vendor locations the Fling has to offer.
Hours of Operation:	<p style="text-align: center;"> Friday, August 29, 2014 5:00 PM – 11:30 PM Saturday, August 30, 2014 10:00 AM – 11:30 PM Sunday, August 31, 2014 10:00 AM – 11:30 PM Monday, September 1, 2014 10:00 AM – 6:00 PM *Times may change pending permit schedule </p>
Spots Available:	2
Space:	20' x 10' (can sell out of front and side of booth)
Electricity:	20 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$3,500 (does not include deposit)

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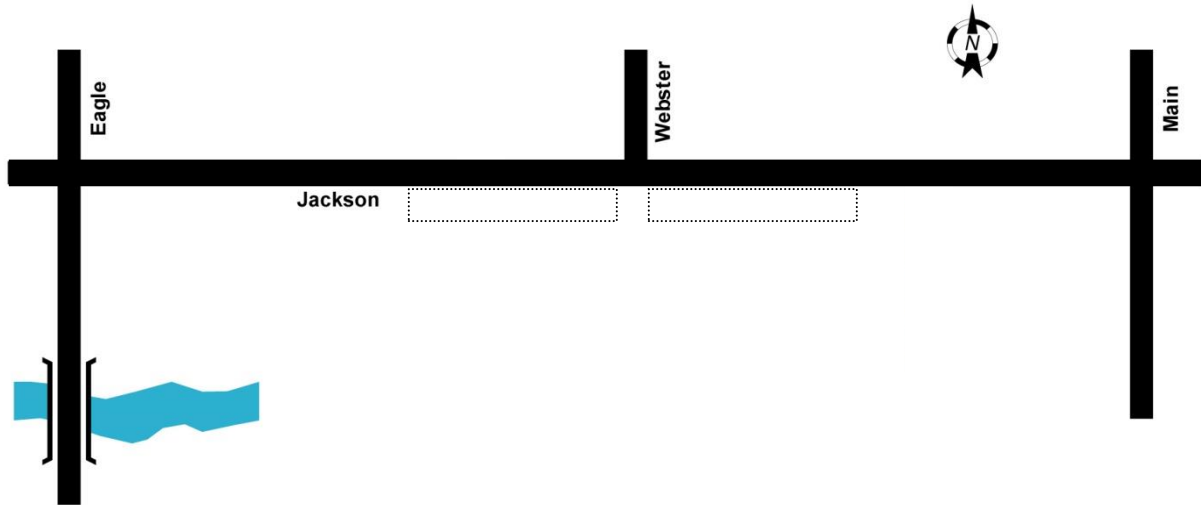
Location 'D' Jackson Street



Location Advantage:	Jackson Street is a major thoroughfare between the Carnival and Entertainment Stage
Hours of Operation:	<p style="text-align: center;">Friday, August 29, 2014 5:00 PM – 11:30 PM Saturday, August 30, 2014 10:00 AM – 11:30 PM Sunday, August 31, 2014 10:00 AM – 11:30 PM Monday, September 1, 2014 10:00 AM – 6:00 PM</p> <p style="text-align: right;"><small>*Times may change pending permit schedule</small></p>
Spots Available:	~10
Space:	20' x 10'
Electricity:	20 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$2,400 (does not include deposit)

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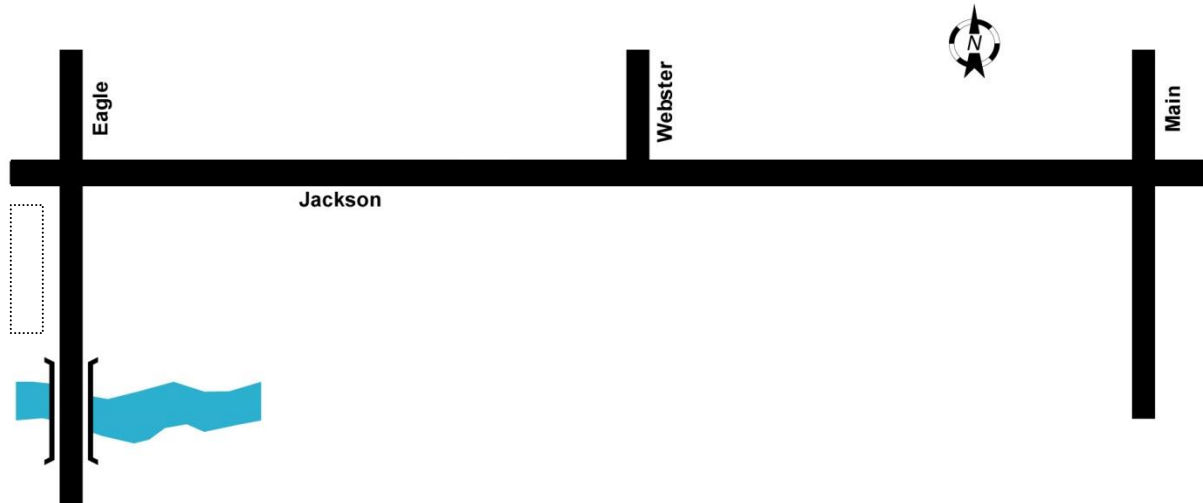
Location 'E' Jackson Street – Half Space



Location Advantage:	Jackson Street is a major thoroughfare between the Carnival and Entertainment Stage
Hours of Operation:	<p style="text-align: center;">Friday, August 29, 2014 5:00 PM – 11:30 PM Saturday, August 30, 2014 10:00 AM – 11:30 PM Sunday, August 31, 2014 10:00 AM – 11:30 PM Monday, September 1, 2014 10:00 AM – 6:00 PM</p> <p style="text-align: right;"><small>*Times may change pending permit schedule</small></p>
Spots Available:	~10
Space:	10' x 10' (North or South side of Jackson as space permits)
Electricity:	20 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame NOT Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$1,200 (does not include deposit)

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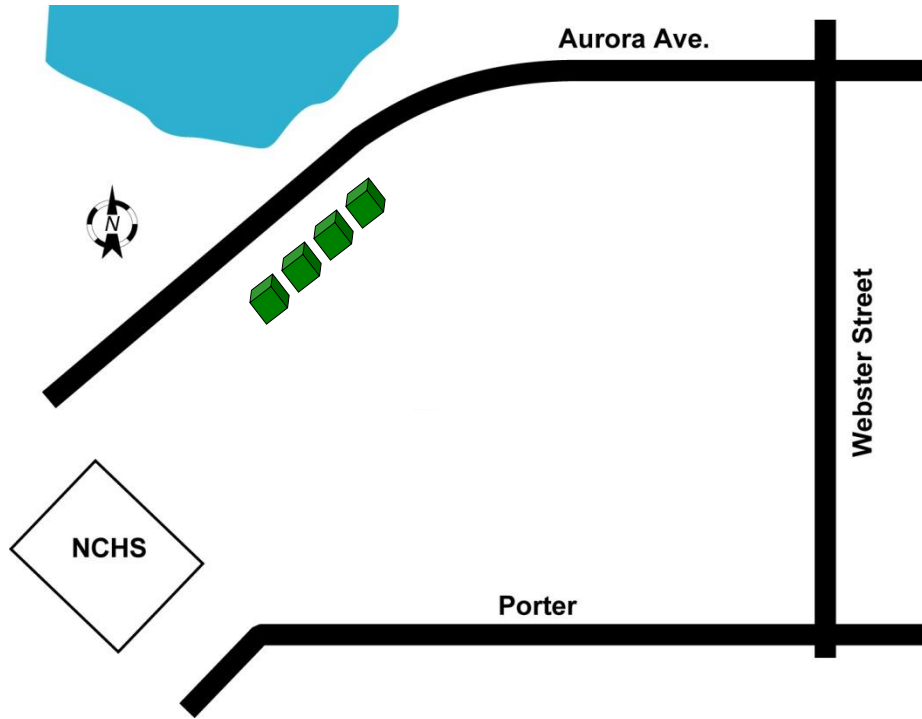
Location 'F' Eagle Street - Half Space



Location Advantage:	Eagle Street is a major thoroughfare between the Carnival or Entertainment Stage and Family Fun Land or Main Stage.
Hours of Operation:	<p style="text-align: center;">Friday, August 29, 2014 5:00 PM – 11:00 PM Saturday, August 30, 2014 10:00 AM – 11:00 PM Sunday, August 31, 2014 10:00 AM – 11:00 PM Monday, September 1, 2014 10:00 AM – 6:00 PM</p>
Spots Available:	2
Space:	10' x 10' (vendor must provide own, non-spiked tent)
Electricity:	20 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame NOT Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$1,200 (does not include deposit)

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Location 'H' Family Fun Land at Naper Settlement



Location Advantage:	Family Fun Land provides an entertainment venue for young people & families. These vendor spots will be at the Naper Settlement.
Hours of Operation:	<p style="text-align: center;"> Saturday, August 30, 2014 11:00 AM – 6:00 PM Sunday, August 31, 2014 11:00 AM – 6:00 PM Monday, September 1, 2014 11:00 AM – 4:00 PM <small>*Times may extend pending entertainment schedule</small> </p>
Spots Available:	4
Space:	10' x 20'
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
Security Deposit:	\$500 (see note 3)
Cost:	\$1,000 (does not include deposit)

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2 Rentals

- 2.1 **Ice Chests:** Ice chests may be available for an additional rental fee plus any electrical charges associated with said rental (note 8). Vendor must sign the appropriate Amendment at the Vendor Meeting if renting and/or buying.

Ice chest availability is subject to the ice vendor's inventory. Rentals must be requested in writing no later than August 1, 2014. Bags of ice may be purchased (without or in addition to ice chests) from the Jaycees. Pricing will be provided in the form of an Amendment to the contract at the Food Vendor Meeting. Ice chest rental will require the Vendor to pre-purchase all ice stored in the rented ice chest from the ice chest rental company or the Jaycees.

- 2.2 **Tents:** Tents may be available for rent from the Jaycees. The rental cost is \$200 per 10'x10' tent. *Tent rental requests must be submitted, in writing, prior to August 1, 2014 to be considered. All fees associated with tent rentals shall be paid no later than August 1, 2014*

- 2.3 **Tables:** Tables may be available for rent from the Jaycees. The rental cost is \$10 per 2'x8' table

- 2.4 **Rental Prices:** are listed on Exhibit B (pg. 17). All rental fees must be paid by August 1, 2014. Vendor shall pay all costs resulting from damaged rental items (ice chest, tent, and table) to the rental provider.

3 **\$500 Security Deposit:** Vendor will pay a five hundred dollar (\$500.00) security deposit per each individual space for all spaces via cash or check (checks payable to NCCOI).

- 3.1 Deposit is refundable within sixty (60) days upon the completion of the Vendor's checkout sheet. Prior to checkout Vendor must return Vendor's space to its pre-event condition. Full deposit will be returned unless the Vendor fails to perform clean up services or otherwise fails to perform any other obligation under this agreement. In the event that the Vendor fails to perform under this agreement, the Naperville Jaycees shall be allowed to retain the Vendor's security deposit, in part or total, and pursue any other remedies at law or in equity. Deposit shall be forfeit in the event of a Vendor "no-show" (see note 16.2 for definition of "no-show").

- 3.2 Cleanup includes, but is not limited to, dumping of any remaining ice, **removal of tarpaper floor**, and cleanup of any other debris around the space.

- 3.3 If Vendor fails to perform these services, the Naperville Jaycees reserve the right to provide additional clean up and subtract the cost from the security deposit.

- 3.4 Vendor's failure to use gray water area and grease receptacles will result in an automatic forfeit of this deposit, and result in Vendor's use of the space to be terminated.

- 3.5 Please see Exhibit D (pg. 19) for a complete list of violations and penalties.

- 3.6 The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, the Nichols Library, Naper Settlement, Naperville Heritage Society and the Naperville Park District reserve the right to pursue restitution resulting from violations.

4 **Beverages:** Vendor agrees not to sell carbonated beverages, sports drinks, iced teas, fruit drinks, and/or bottled water at the Last Fling unless contracted to do so through the Naperville Jaycees. Only shake-ups, smoothies (yogurt or milk based), and other prepared beverages will be considered.

- 4.1 Vendor must receive prior written approval from the Naperville Jaycees to sell any type of beverage whatsoever at the Last Fling.

- 4.2 Any permission for the sale of specific beverage items is at the sole discretion of the Naperville Jaycees, this includes lemon shake-ups.

- 4.3 Carbonated beverages and bottled water will be available for purchase from the Naperville Jaycees.

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Pricing will be provided, in the form of an Amendment to the contract, at the Food Vendor Meeting.

- 5 **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.
- 5.1 Jaycees 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.
 - 5.2 Vendor agrees to fully comply with all requirements of the DuPage County Health Department.
 - 5.3 Vendors preparing food must use fans to keep flies out and provide bee traps
 - 5.4 Vendor must not smoke in their booth.
 - 5.5 Vendor must provide hand-washing station with container to collect wastewater.
 - 5.6 Vendor must not pour anything down storm sewers.
 - 5.7 Vendor must obtain health and sanitation rules, regulations from and pay all fees to the DuPage County Health Department. <http://www.dupagehealth.org/temporary-food-service>
- 6 **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.
- 6.1 Jaycees will provide grey water sinks. The vendor agrees to use provided strainer and to clear any drainage clogs resulting from use of these facilities.
 - 6.2 Jaycees will provide grease bins. Vendor agrees to dispose of all grease into these bins.
 - 6.3 Trash shall not be piled up under Vendor tent. Trash removal to the proper containers shall be conducted as needed.
 - 6.4 Jaycees will provide garbage dumpsters. Vendors are expected to remove all garbage from their vending location to designated areas within 30 minutes after closing.
- 7 **City of Naperville Fire Department:** Vendor agrees to comply with all the rules and regulations of the City of Naperville and the Naperville Fire Department. For further questions, please call the Naperville Fire Prevention Bureau at (630) 305-3768.
- 7.1 Vendor must hang an all-purpose fire extinguisher (Class "A-B-C") with current tags.
 - 7.2 Open-flame cooking under tent or other structure is prohibited. All open-flame cooking must be at least five (5) feet away from all structures. If open-flame cooking space is required Vendor must choose locations to suit. Any open flame needs not specified until event may result in mandatory location change and additional costs to Vendor.
 - 7.3 Vendor must maintain clearance of paper products and other combustible materials from heat producing appliances.
 - 7.4 Vendor tent, including side flaps, must be flame resistant and have appropriate ratings. Vendor must provide a Certificate of Flame Resistance for Vendor tent by the Food Vendor meeting on **August 13, 2014**. (Tents rented from the Jaycees are fire rated with certificates on file).
 - 7.5 Vendor tents must be adequately secured with sand bags, no spikes will be allowed (unless tent is rented from the Jaycees (see exclusions Location F)).

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- 7.6 All electrical connections must be off the ground.
- 7.7 All lighting under or around tents or canopies must be listed and labeled for damp location or wet location as appropriate. Halogen lighting is prohibited.
- 7.8 All extension cords must be 14 gauge (preferable 12 gauge) and rated for outside use. Frayed, cut cords are unacceptable.
- 7.9 All LPG cylinders shall be secured. Only approved LPG connectors shall be used. Only connected cylinders and one (1) additional tank is permitted.
- 7.10 Grills shall be separated from the public. Discarded coals shall be soaked and properly disposed of.
- 7.11 Vendor agrees to read and understand provided Emergency Action Plan, which will be provided during the Food Vendor meeting.
- 7.12 Vendor agrees to list fuel source for cooking on Exhibit A (pg. 18) along with the size of the fuel container(s), where applicable.
- 7.13 Vendors on Jackson Street shall keep sidewalks clear of all objects at all times as this area is considered an emergency exit path.
- 8 **Electrical:** The Jaycees will supply electrical service for one 110 volt, 20 amp circuit (four outlet 20 amp service) to the space provided to the Vendor. Vendor must bring own extension cords (or power strips with GFI minimum 12 gauge wire), of proper wattage, for all electrical appliances.
- 8.1 Vendor shall list all of its electrical requirements in Exhibit C (pg. 20), attached hereto. Should the Vendor require an additional 110-volt, 15 amp circuit, the Vendor agrees to pay the additional flat fee of one hundred dollars (\$100.00) per additional single-phase circuit and two hundred and fifty dollars (\$250.00) per additional three (3) phase circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the included 110 volt, 20 amp circuit (included in space rental fee) shall be **prepaid** in addition to the cost of materials and services provided by the electrician hired by the Jaycees, at the electrician's hourly rate and material costs.
- 8.2 All electrical fees shall be paid no later than the final installment of the space fees (August 1, 2014).
- 8.3 Any electrical needs not listed in Exhibit C, ordered late or day of the event, if available, will be charged to the Vendor at a rate of four hundred dollars (\$400) per 110-volt, 20 amp circuit (4 plugs) outlet, plus the electrician charges payable prior to installation. **Late and "day of event" payments must be paid in cash.**
- 8.4 No sharing of electrical usage is allowed between Vendors. This will be enforced.
- 8.5 The Jaycees cannot guarantee that electrical requirements not listed in Exhibit C will be available at the Last Fling. Most likely, they will not be available, as supplies are limited.
- 8.6 If a Vendor exceeds the electrical needs listed in Exhibit C, it shall be liable for any damages caused, including consequential damages. Any Vendor that continues to exceed its electrical needs listed in Exhibit C shall be considered in breach of this agreement. In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
- 9 **Vendor Menu:** A completed menu (Exhibit A, pg. 16) must accompany the signed contract. Vendor agrees to sell only those item(s) shown on Exhibit A, and approved by the Jaycees in advance of the Last Fling. Any changes to Exhibit A require written approval from the Jaycees Food Vendor Chairperson at least 30 days in advance of the event. All Vendors are subject to the following:

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9.1 Vendor will sell only the food items listed in Exhibit A, attached hereto, at the Last Fling.

9.2 Jaycees have the sole authority to sell bratwursts and hotdogs at the Last Fling.

9.3 All items shall be approved on a "first come" basis.

10 **Payment:** Vendor agrees to pay the Jaycees for each space (exclusive of additional electrical or equipment fees) as stated per the location options above. The payment schedule for the fees is:

10.1 A five hundred dollar (\$500) refundable security deposit must be submitted with this completed contract to hold your space and cover any incidentals. The five hundred dollars (\$500) is 100% refundable if the Naperville Jaycees reject your application for any reason.

10.2 Full nonrefundable payment of the items listed on Exhibit 'B' must be received no later than August 1, 2014. If full payment is not received by 11:59p.m., August 1, 2014 an additional fee of two hundred fifty dollars (\$250) will apply per week until payment is received.

10.3 All payments will be made in the form of a company check or credit card ("Credit Card Charge Authorization" form attached). Checks should be made payable to NCCOI.

The Naperville Jaycees will deliver a fully executed contract upon its acceptance.

11 **Hours of Operation:** Vendor agrees to comply with the schedules for the operation of its food booth as stated per the maps above.

11.1 Upon arrival Vendors shall obtain Jaycee Food Vendor Chairperson approval before set up. Vendor may not set up their booth until 11:00 AM on Friday, August 29, 2014. Break-down shall be no earlier than 6:00 PM on Monday, September 1, 2014 or after the event has been cleared by the Naperville Police Department, whichever is later.

***Please note:** Check out time for location H (Family Fun Land) is Monday, September 1, 2014 after 4:00pm and location A-B Main Stage Area is Monday, September 1, 2014 after 10:00 pm.*

11.2 Vendor shall have a representative onsite for inspection by the DuPage County Health Department on Friday, August 29, 2014, at a time to be specified by the Health Department, sometime between 12:00 p.m. and 3:00 p.m. Family Fun Land inspections will be scheduled for Saturday, August 30 at a time TBD.

11.3 Vendor may not leave the premises prior to Vendor checkout and walkthrough procedure, turn in of applicable tax forms, and sign-off by an authorized representative of the Naperville Jaycees. This procedure verifies the street has been properly cleaned and cleared of all items relating to said Vendor.

12 **Miscellaneous:** Vendor also agrees to:

12.1 Provide its own signage: identifying its operation and abiding by the Jaycees' regulations regarding placement and size of such (see note 1.3). All banners or posters must be inside the Vendor's space.

12.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operations.

12.3 Clean and secure the Vendor's space each night (Jaycees shall provide a limited amount of overnight security).

12.4 Comply with all arrangements made by the Jaycees for removal of grease (if applicable) and waste from the site (see note 6).

12.5 Comply with any other rules or regulations for Food Vendors and the Last Fling established by the

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Jaycees, the City of Naperville, the DuPage County Health Department, and the Naperville Fire Department.

- 12.6 File and pay all food and beverage taxes due to the City of Naperville ("Food & Beverage Tax Registration" form attached).
- 12.7 File the appropriate Illinois sales tax return forms with the Illinois Department of Revenue after the event.
- 12.8 All Vendors must attend the Food Vendor Meeting on **August 13, 2014 at 7pm.**
- 13 **Insurance:** Vendor agrees to provide to the Jaycees on or before August 1, 2014 a current certificate of insurance (COI), which shall be effective for the dates of the 2014 Last Fling.
 - 13.1 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).
 - 13.2 The certificate will provide a waiver of subrogation and thirty (30) days cancellation notification. The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, Nichols Library, Naper Settlement, Naperville Heritage Society, and the Naperville Park District shall be included on said certificate as additional insured's, as Vendor location dictates.
- 14 **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 the Jaycees to the Vendor at the Last Fling.
- 15 **Security Violations:** Vendor agrees to abide by all security measures set forth by the City of Naperville, The Naperville Park District, Naper Settlement, and/or the Naperville Jaycees.
 - 15.1 Failure on the Vendor's part to comply with these measures shall be a breach of this agreement.
 - 15.2 In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement, retain all fees paid by Vendor as liquidated damages and demand the immediate exit of the Vendor from the event.
- 16 **Failure to Perform:** Vendor agrees that all fees paid to the Jaycees (excluding deposit) are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of contract.
 - 16.1 In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
 - 16.2 Failure to perform includes Vendor "no show." Vendor "no-show" is considered breach of contract and is therefore subject to loss of any/all deposits and/or fees submitted.
 - 16.2.1 In the event Vendor, under contract, notifies the Last Fling Food Vendor Committee, **in writing**, their intention to withdraw from the event, by July 31st of that event year, Vendor may receive full refund of any/all deposit(s) and other Vendor fees.
 - 16.2.2 In the event Vendor, under contract, notifies the Last Fling Food Vendor Committee, **in writing**, their intention to withdraw from the event, between July 31st and 12pm the date of the scheduled Food Vendor Meeting of that event year, the Jaycees shall retain any/all deposit(s) but may refund other Vendor fees.
 - 16.2.3 If Vendor, under contract, fails to notify the Last Fling Food Vendor Committee, **in writing**, their intention to withdraw from the event, prior to 12pm on the day of the scheduled Food Vendor Meeting of that event year, Vendor shall be deemed a Vendor "no show" and as such the Jaycees is entitled to retain all fees, including deposit, paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.

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- 17 **Failure to Disclose:** Vendor agrees that all fees paid to the Jaycees are non-refundable (excluding deposit), and that failure on the Vendor's part to disclose completely and truthfully the information requested in this agreement shall be a breach of contract.
 - 17.1 In the event of breach by Vendor, the Jaycees shall be entitled to terminate this contract and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
- 18 **Indemnification:** Vendor agrees to indemnify the Naperville Jaycees, the Naperville Community Charitable Organization, Inc., any officer or member of the Jaycees, the City of Naperville, Nichols Library, Naper Settlement, Naperville Heritage Society and/or the Naperville Park District 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 the Last Fling.
- 19 **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 the Naperville Jaycees, or the Naperville Community Charitable Organization Inc., to enforce the terms of this contract.

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

By Vendor:

By Naperville Jaycees, an Illinois Not-For-Profit Corporation:

Signature:

Signature:

Printed Name:

Printed Name:

Vendor authorized representative

Agent of the Naperville Jaycees

This Agreement shall not be considered until the security deposit is received and is not approved until signed by an authorized member of the Jaycees. Vendor shall receive an approved copy of this agreement via: email, at the Food Vendor meeting or US Mail. Please retain all pages of this contract.

Fax or email agreement and applicable forms to:

630-566-5181 or

naperlastfling@gmail.com

Or lastfling.foodvendors@gmail.com

Mail payment to:

Naperville Jaycees Last Fling

PO Box 2372

Naperville, IL 60567-2372

Last Fling Food Vendor Agreement 2014

EXHIBIT 'A'

(List of Food Items to Be Sold)

Please list all items in preferential order. No Beverage sales will be allowed without prior approval.

	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: The Naperville Jaycees maintains the right to approve or refuse any food items

Vendor Name: _____

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EXHIBIT 'B'

(Rental Requirements & Fee Itemization)

	Rental Item	Quantity	Cost	Total
1	Space #1 - Location (_____)	1		
2	Security Deposit (Loc 1)	1	\$500	
3	Space #2 – Location (_____)	1		
4	Security Deposit (Loc 2)	1	\$500	
5	Space #3 – Location (_____)	1		
6	Security Deposit (Loc 3)	1	\$500	
7	10' x 10' Tent Rental <small>*Tent rental requests must be submitted prior to August 1 to be considered*</small>		x \$200	
8	Ice Chest Rental <small>**Ice Chest rentals must be submitted prior to August 1st to be considered**</small>		x \$250	
9	Table (2' x 8') Rental (includes 2x chairs) <small>***Table rental must be submitted prior to August 1st to be considered***</small>		x \$10	
10	Additional Single Phase Circuit		x \$100	
11	Additional Three (3) Phase Circuit		X \$250	
12	Additional Linear Foot of Space		x \$120	
13	Beverage Contract	Yes	No	n/a
14				
15				
Total				\$

Vendor Name: _____

Last Fling Food Vendor Agreement 2014

EXHIBIT 'C'

(Electrical Requirements)

	Name of Equipment	Single/Three(3) Phase	Amperage Requirement
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16		Total Amps	
17			<u>Single Phase</u>
18	# of Single Phase Electrical Increment(s) (total amps divided by 20)		
19	Less Single Phase Circuit (included with agreement)		-1
20	Total Additional 110V 20A Circuit(s) Needed		
21	X \$100 per 110V 20A Circuit		
22			<u>Three(3) Phase</u>
23	# of Three(3) Phase Electrical Increment(s) Needed		
24	X \$250 per Three(3) Phase Circuit(s)		
25		TOTAL DUE	

Vendor Name: _____

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EXHIBIT 'D'

Penalties & Violations

	Violation	Penalty per violation
1	Trash in booth space during/after check out (including tar paper)	\$250
2	Equipment remaining in space during/after check out	\$150
3	Spatial requirements not properly represented in contract	\$300 per foot
4	Sold food items not listed on or at prices not disclosed in Exhibit A :	\$200 per item
5	Used but did not purchase additional electricity	\$500 per 20 amp circuit
6	Damaged rented tent, table, or ice chest	Pay charge from rental company
7	Spilled grease or incorrect disposal of said grease	\$250 per incident
8	Spilled grey water or incorrect disposal of said grey water	\$25 per incident
9	ANY health code violation	Cease operations at Health Code Inspectors discretion
10	ANY fire code violations	Cease operations at Fire Inspectors discretion and forfeit deposit
11	Operation outside contracted hours or not open during contracted hours	Cease operations at Jaycees' discretion

Vendor Name: _____

I have read and understand the above penalty schedule. I understand that should I incur any violations; the Jaycees will deduct the amount of the violation according to the above schedule, from my security deposit. The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, Nichols Library, Naper Settlement, Naperville Heritage Society and the Naperville Park District reserve the right to pursue restitution resulting from penalties/violations including, but not limited to resulting legal fees.

Vendor Signature: _____

(Signature must match signature on page 18 of this agreement)

Last Fling Food Vendor Agreement 2014

Credit Card Auth Form

Last Fling Food Vendor Agreement 2014

Naperville City Tax Form