

**NON-FOR-PROFIT AGREEMENT**

*ALL NON-FOR-PROFIT APPLICATIONS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS*

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2009  
by and between the City of Des Plaines Special Events Commission, and:

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

The City of Des Plaines Special Events Committee will produce a program known as the "Taste of Des Plaines," Friday, June 5, 2009, 6 – 11 PM; Saturday, June 6, 2009, 11 AM – 11 PM; and Sunday June 7, 2009, 11 AM – 7 PM, in downtown Des Plaines on Ellinwood St.

The non-for-profit will provide literature. If approved by the Special Events Commission and the City Sanitarian, the non-for-profit may vend food (specific items to be listed with this Agreement and only those approved in writing by the Special Events Commission Chairman may be sold). The parties agree to be bound by the terms and conditions hereinafter set forth.

1) **TERMS AND PERMIT:**

The City of Des Plaines Special Events Commission agrees to let and lease, and non-for-profit accepts such area at the location of the "Taste of Des Plaines" which the Special Events Commission shall designate at set up time as suitable for use by the non-for-profit. All booths can be no larger than 10'x 10'. Non-for-profits must supply their own power, lighting, tent, tables, chairs, water, workers, etc. All non-for-profit groups using heat sources are required to have a fire extinguisher in their space.

2) **NON-FOR-PROFIT GUIDELINES:**

Only items agreed upon in advance with the Special Events Commission. All Non-for-profit sales shall be at prices, which are reasonable and customary in the Des Plaines marketing area. Non-for-profits must stay open for business during all operating hours of "The Taste." Each non-for-profit must supply his/her own workers. Only five Des Plaines non-for-profits will be accepted, and will be reviewed on a case-by-case basis.

3) **SCHEDULE OF OPERATIONS:**

The event will take place:

- Friday, June 5, 6 p.m. through 11 p.m.
- Saturday, June 6, 11:00 a.m. through 11:00 p.m.
- Sunday, June 7, 11:00 a.m. through 7:00 p.m.

The area will be ready to receive equipment by 4:00 p.m. on Friday, June 5, 2009. All equipment

must be off the site no later than 9:00 p.m., Sunday, June 7, 2009.

4) **PAYMENT:**

In consideration of the rights extended, the non-for-profit agrees to pay the City of Des Plaines Special Events Commission \$100.00 (non-refundable).

5) **REVENUE DEPARTMENT POLICY:**

All sales tax will be paid for by the Non-for-profit directly to the State of Illinois.

6) **LIABILITY, INSURANCE AND INDEMNIFICATION:**

The non-for-profit shall tender to the City of Des Plaines **at time of application the form of a Certificate of Public Liability insurance naming the City of Des Plaines and the Special Events Commission as additional insured.** The non-for-profit agrees to indemnify, defend and hold the **City of Des Plaines and its Special Events Commission** harmless for any and all liability arising from the Non-for-profit's participation in the Taste of Des Plaines. Each non-for-profit shall also provide the City of Des Plaines with proof of Worker's Compensation insurance. (see attached insurance form for correct wording).

7) **GARBAGE CLEANUP:**

The Non-for-profit agrees to keep the premises neat and clean. All premises must be left in the same good condition they were in prior to the Non-for-profit's occupancy. All garbage shall be deposited by the non-for-profit in trash containers located near the event. **The non-for-profit shall, under no circumstances, deposit trash in containers available for public use. The non-for-profit must supply footings, cardboard or a slip free padding, for 10'x10' space for under booth, provided by the non-for-profit.**

8) **SECURITY:**

The City of Des Plaines Special Events Commission will provide security in a normal manner as determined by the Police Department. Additional security will have to be provided by the non-for-profit.

9) **PARKING:**

Non-for-profits must park all vehicles in designated areas. No vehicles will be allowed to be parked in the cooking area or on Taste grounds.

\_\_\_\_\_  
**Non-for-profit Signature  
As Authorized Agent**

\_\_\_\_\_  
**Jason Bajor  
City Manager**



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/09

PRODUCER  
Arthur J. Gallagher Risk Management Services, Inc.  
Two Pierce Place  
Itasca, IL 60143-3141

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Selective Ins Co Of The Southeast	39926
INSURER B: Illinois Natl Ins Co	23817
INSURER C: Safety Natl Cas Corp	15105
INSURER D:	
INSURER E:	

INSURED  
MICA  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4498

## 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 ADD'L LTR INSRP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Member Aggregate  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	S1324514	05/01/08	05/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,550,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll. Ded - \$1,000 <input checked="" type="checkbox"/> Comp. Ded - \$0	S1324514	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION	4890604	05/01/08	05/01/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below	SP2842IL	05/01/08	05/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER	S1324514	05/01/08	05/01/09	

Sample

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

**ADDITIONAL INSURED: CITY OF DES PLAINES**  
 TASTE OF DES PLAINES, JUNE 5, 6 and 7, 2009  
 THE VENDOR AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY AND THE SPECIAL EVENTS COMMISSION HARMLESS FOR ANY AND ALL LIABILITY ARISING FROM THE VENDOR'S PARTICIPATION IN THE TASTE OF DES PLAINES.

### CERTIFICATE HOLDER

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4498

### CANCELLATION \*10 day notice for non-payment of premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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.

AUTHORIZED REPRESENTATIVE

*Cynthia S. Patton*