

VENDOR AGREEMENT

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

Name: _____
(Hereinafter referred to as Vendor)

Address: _____

Telephone: _____ Fax: _____

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

The Vendor will provide and vend food (specific items to be listed with this Agreement). 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 Vendor 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 Vendor. This includes a covered booth (12’x12’), two (2) tables, two (2) chairs, 20 amp circuit power and water. (All other electrical power needs will have to be supplied by Vendor.) All Cooking Vendors are required to have a fire extinguisher in their space.

2) **VENDOR GUIDELINES:**

Only items agreed upon in advance with the Special Events Commission. All Vendor sales shall be at prices, which are reasonable and customary in the Des Plaines marketing area. Vendors must stay open for business during all operating hours of “The Taste”. Each Vendor must supply his/her own workers.

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 Vendor agrees to pay the City of Des Plaines Special Events Commission \$600.00 (non-refundable).

5) **REVENUE DEPARTMENT POLICY:**

All sales tax will be paid for by the Vendor directly to the State of Illinois.

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

The Vendor 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 Vendor 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 Vendor's participation in the Taste of Des Plaines. Each Vendor 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 Vendor agrees to keep the premises neat and clean. All premises must be left in the same good condition they were in prior to the Vendor's occupancy. All garbage shall be deposited by the Vendor in trash containers located near the event. **The Vendor shall, under no circumstances, deposit trash in containers available for public use. The Vendor must supply footings, cardboard or a slip free padding, for 12'x12' space for under booth.**

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 Vendor.

9) **PARKING:**

Vendors must park all vehicles in designated areas. No vehicles will be allowed to be parked in the cooking area.

**Vendor Signature
As Authorized Agent**

**Jason Bajor
City Manager**

