

**Taste of Joliet
Food Vendor Agreement 2023**

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

Business Name _____
(Hereinafter "Vendor")

Name of Principal Owner _____

Cell Ph. Contact # during festival _____

Business Address _____

Phone _____

E-Mail _____

Name of Manager(s) at event _____

Please disclose the names of any owners, managers & staff who will work the event:

| Names of Owners, Managers & Staff to be Present at the Event | Worked the Taste before? | | Job Responsibility | Shift Date & Time |
|--|--------------------------|----|--------------------|-------------------|
| | Yes | No | | |
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Taste of Joliet Food Vendor Agreement 2023

Preamble

- A. The Taste of Joliet is a community event organized and coordinated by the Park District for the benefit of the community it serves. It is the goal of the Park District that the community is provided with the broadest possible choice of food products with the smallest degree of duplication, however, we cannot guarantee menu exclusivity to any vendor.
- B. The Park District and the Vendor wish to provide food for the community at the Taste of Joliet and agree that the food products to be distributed to the public at the Taste of Joliet should be of the highest quality possible and offered at fair prices.
- C. The Park District 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 2023 Taste of Joliet.

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

- 1.0 **Vendor Space:** The Park District agrees to provide Vendor with a space (10x10, 10x20 or 10x30) at the Taste of Joliet. Final locations will be assigned at the Food Vendor Meeting on June 7, 2023. **VENDOR POP UP TENTS WILL NOT BE ALLOWED IN THE STADIUM – NO EXCEPTIONS.**
 - 1.1 Vendor will sell only the food items listed in Exhibit A, attached hereto, at the Taste of Joliet.
 - 1.2 Vendor agrees that the Park District shall have sole authority and discretion in the assignment of the spaces at Taste of Joliet.
 - 1.3 Booth tents, signs, tables, condiment tables, cooking equipment or other related items to the Vendor operation **must not project past the provided 10x10, 10x20, or 10x30 areas. SIGNS MUST NOT EXCEED THE HEIGHT OF THE PEAK OF YOUR VENDOR TENT.**
 - 1.4 Spaces include 10'W by 10'D tent and fresh water. Double-space: 20'W by 10'D. Triple space: 30'W by 10'D.
 - 1.5 The City of Joliet requires the use of sheets of cement board for all vendors operating with a heat source. A sheet of cement board will be provided and installed by the Joliet Park District to cover the floor of the booth space. This is intended to protect the rubber track and comply with City of Joliet regulations.

2.0 **Security Deposit:** Vendor will pay a **\$500.00** security deposit per space. The deposit is refundable if a vendor's application is not accepted for participation. If a vendor is accepted and chooses not to participate the deposit is non-refundable after May 1, 2023.

2.1 For participating vendors the deposit is refundable contingent on the completion of a checkout sheet deeming the Vendor's space has been returned to its pre-event condition.

2.2 Clean-up includes, but is not limited to: removal of debris or garbage under the tent and in the immediate area, removal of signs, display boards and any materials placed on tents or stadium fencing, wiping down of tent counter tops. Tent must be in pre-event condition; any damage to the tent will be the responsibility of the vendor.

2.3 If Vendor fails to perform these services, the Park District reserves the right to provide the additional clean-up and subtract the cost from the security deposit.

2.4 Vendor's failure to use grey water area and grease receptacles will result in automatic forfeit of this deposit and result in Vendor's use of the space to be terminated.

2.5 Please see Exhibit 'D' for a complete list of violations and penalties.

2.6 The Joliet Park District reserves the right to pursue restitution resulting from violations.

2.7 Deposit refund checks will be sent to the name and address provided on page one of the application and mailed within 3 weeks of the event.

3.0 **Will County Health Department:** Vendor agrees to obtain, at its own expense, all necessary health, food or other permits and/or licenses, including a temporary food permit from the Will County Health Department.

3.1 Park District will supply Vendor with water source. Vendors choosing to use this water source must provide a food-grade hose outfitted with a T-Valve and backflow device.

3.2 Vendor agrees to fully comply with all requirements of the Will County Health Department and adhere to all sanitation and food safety codes and regulations throughout the event.

3.3 **Vendor must not smoke in their booth or on festival grounds.**

3.4 Vendor must not pour anything down storm sewers, on pavement, synthetic turf areas, or track.

3.5 Permits are issued at the discretion of the Will County Health Department.

3.6 Vendor must obtain health and sanitation rules, regulations and pay fee from the Will County Health Department. <https://willcountyhealth.org/wp-content/uploads/2020/11/2019-Temporary-Event-Application.pdf> Will County Health Department Office, 501 Ella Ave, Joliet IL 60433.

4.0 CITY OF JOLIET: *Vendor agrees to comply with all rules as stated by the City of Joliet. Failure to comply with these rules may lead to forfeiture of the Vendor's security deposit and/or termination of participation in the event.*

4.1 Any vendor operating with a heat source must use fire treated plywood or non-combustible sheets of cement board. Please leave the fire treated stamp face up so it can be seen. Any other material will need prior approval.

4.2 Joliet Park District will provide cement board to be used to cover the track area under your booth.

4.3 Vendors with charcoal grills must have two 5-gallon buckets of water to douse their coals.

4.4 All vendors using a deep fryer shall have at least one 2 ½ gal class K portable fire extinguisher.

4.5 All vendors need to have a UL300 compliant fire extinguishing system with a current inspection tag.

5.0 Grey Water, Grease, Garbage and Safety: *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 forfeiture of the Vendor's security deposit.*

5.1 Park District will provide grey water deposits. The vendor agrees to use provided strainer and to clear any drainage clogs resulting from use of these facilities.

5.2 Park District will provide grease bins. Vendor agrees to dispose of all grease into these bins.

5.3 Park District will provide garbage dumpsters. Trash shall not be piled up under vendor tent or around metal barrel trash cans. It is the Vendor's responsibility for trash to be removed to the garbage dumpsters.

6.0 Electrical: The Park District will supply electrical service for two 120 volt, 20 amp circuit (four outlets) to the space provided to the Vendor.

6.1 Vendor shall list all of its electrical requirements in Exhibit C, attached hereto. Should the Vendor require an additional two 120V, 20 amp circuits, the Vendor agrees to pay an additional flat fee of \$100.00 per additional two 120V, 20 amp circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the above (including 120V, 20 amp circuit) shall be prepaid in addition to the cost of materials and services provided by the electrician hired by the Park District, at the electrician's hourly rate and material costs.

6.2 Should the Vendor require additional electrical needs not originally listed in Exhibit C, Vendor must notify the Park District in writing prior to May 26, 2023. Should this occur Vendor agrees to pay an additional flat fee of \$100 per two 120V, 20 amp circuit.

6.3 Should the Vendor need a Special Hook Up that requires hard wiring, the Vendor agrees to pay a flat fee of \$200.00. Should the Vendor require this type of electrical hook up and it is not originally listed in Exhibit C, Vendor must notify the Park District in writing prior to May 26, 2023. Should this occur Vendor agrees to pay an additional flat fee of \$250.00.

6.4 All electrical fees shall be paid no later than with the final installment of space fees.

6.5 If additional electric is needed on the weekend of the Taste of Joliet, if available, the Vendor will be charged an hourly rate of \$55.00 per hour.

6.6 Vendor is responsible for providing extension cords and power strips. All cords must be a minimum of 12 gauge 120V specified for outdoor use. All power strips must be UL listed with surge protector. Cords will be inspected after set-up prior to the Taste opening, as well as periodically during the event to ensure all specifications are being met. Vendor(s) not meeting these specs will be required to remove and replace the cords/strips immediately.

7.0 **Vendor Menu:** A completed menu (Exhibit A) must accompany the signed contract. Vendor agrees to sell only those item(s) as shown on Exhibit A and approved by the Park District in advance of the Taste of Joliet. Any changes to Exhibit A must be requested in writing to the Park District. All Vendors are subject to the following:

7.1 Menu Item is considered any novelty item to your establishment, including but not limited to the following: pizza, sandwiches, lemonade shake-ups, funnel cakes, etc. Canned or bottled soda or water is **not** considered a food item. If there are questions regarding what is considered a Menu Item please submit a request in writing to the Park District.

7.2 Vendors with more than 6 Menu Items will be charged an additional \$50.00 per food item.

7.3 Out of the 6 Menu Items, one food item must be priced no higher than \$4.00 and be considered a Taste-size portion, sample size, or a regular item (not a side item).

7.4 **Vendor must agree to give away 15 Taste-size portions. Throughout the weekend various VIPs and Sponsors will present coupons that are good for a Taste-size portion; the Park District will supply the coupons.**

8.0 Payment: Vendor agrees to pay the Park District for each space (single, double or triple occupancy) and electricity. The payment schedule for the fees is:

8.1 A \$500 refundable security deposit must be submitted with this completed contract to hold your space and cover any incidentals. The \$500 is 100% refundable if the Joliet Park District rejects your application for any reason.

8.2 **Full nonrefundable payments of the items listed on Exhibit B must be received no later than May 26, 2023.**

8.3 All payments will be in the form of a company check, cashier's check, cash or credit card.

9.0 **Hours of Operation:** Vendor agrees to comply with the festival schedules for the operation of its food booth.

9.1 Vendor agrees to have a representative at the site for inspection by the Will County Health Department on Friday morning, June 23, 2023.

9.2 **Due to the rubber track and artificial turf, NO VEHICLES WILL BE ALLOWED INSIDE THE STADIUM. All set up and clean up must be done on foot or with a cart.**

9.3 Vendor may not leave the premises until receipt of completed Vendor Check-out List & Signature of an authorized representative of the Joliet Park District. This is to verify that the vendor space has been properly cleaned and cleared of all items relating to the Vendor. Failure to have check-out list completed will result forfeiture of security deposit.

10.0 **Miscellaneous:** Vendor also agrees to:

10.1 Provide its own banners or posters identifying its operation. All banners or posters must be inside the Vendor's Space. Signage cannot exceed the peak of the tent.

10.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operation. **Appropriate attire is expected.** All workers must wear vendor badge issued by the Joliet Park District and comply with all admittance rules as outlined at the vendor meeting.

10.3 Clean and secure the Vendor's space each night.

10.4 Comply with all rules or regulations for Food Vendors at the Taste of Joliet established by the Joliet Park District and the Will County Health Department and the City of Joliet.

10.5 Comply with all COVID guidelines & recommendations as set forth by CDC.

11.0 **Insurance:** Vendor agrees to provide the Park District a current certificate of insurance, which shall be effective for the dates of the 2023 Taste of Joliet.

11.1 The certificate will provide for coverage, which shall include but not be limited to general liability coverage in the minimum amount of \$1,000,000.00 (one million dollars) per occurrence, **listing the Joliet Park District 3000 West Jefferson Street Joliet, Illinois 60435 as additional insured.**

11.2 The certificate will provide a waiver of subrogation and 30 days of cancellation notification. The Joliet Park District shall be included on said certification as additional insured.

12.0 **Liability:** Vendor agrees to pay for any damages done by it or its agents and employees to any personal or real property (e.g. tents, electrical equipment, event facility, etc.) provided by or through the Park District to the Vendor at the Taste of Joliet.

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

By Vendor

By Joliet Park District

Signature

Signature

Printed Name

Printed Name

Vendor Authorized Representative

Agent of the Joliet Park District

This Agreement is not effective unless and until it is signed by a representative of the Joliet Park District. You will receive a copy of this agreement signed by a representative of the Joliet Park District via US Mail. Please retain all pages of this agreement.

Taste of Joliet Vendor Agreement 2023

Exhibit A

List of Food Items to be sold

Please list all items in preferential order.

NO ALCOHOLIC BEVERAGE SALES WILL BE ALLOWED

| Menu Item | Cooking/Reheating Method | Charging Price for Food Item |
|---------------|--------------------------|------------------------------|
| 1 Taste Item: | | \$4.00 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7* | | |
| 8* | | |
| 9* | | |
| 10* | | |
| 11* | | |
| 12* | | |
| 13* | | |
| 14* | | |
| 15* | | |
| 16* | | |
| 17* | | |
| 18* | | |

NOTE: There is an extra charge for each item of food after 6 food items (\$50.00 per food item)

****NOTE: One item out of the six must be a sample size item for sale of no more than \$4.00****

Vendor Name: _____

Initials: _____

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EXHIBIT B

(Rental Requirements & Fee Itemization)

NOTE: BALANCE DUE MUST BE PAID IN FULL BY MAY 26, 2023

| Rental Items | Quantity | Cost | Total |
|--|----------|--|-------|
| (1) 10' x 10' Space | | \$1600 (by 3/03/2023) \$1800 (after 3/03/2023) | |
| (1) 10 x 20' Space | | \$2250 (by 3/03/2023) \$2750 (after 3/03/2023) | |
| (1) 10 x 30' Space | | \$2850 (by 3/03/2023) \$3600 (after 3/03/2023) | |
| (1) 10 x 10 Space JOLIET RESTAURANT | | \$1500 (by 3/03/2023) \$1800 (after 3/03/2023) | |
| (1) 10 x 20 Space JOLIET RESTAURANT | | \$2025 (by 3/03/2023) \$2750 (after 3/03/2023) | |
| (1) 10 x 30 Space JOLIET RESTAURANT | | \$2750 (by 3/03/2023) \$3600 (after 3/03/2023) | |
| 2' x 8' Table Rental | | x \$15 | |
| Additional 120V 20A Circuit (4 outlet) | | Check Exhibit C for requirements | |
| SPECIAL HARDWIRE HOOKUP | | \$200 | |
| Additional Menu Items (see Exhibit A) | | x \$50 | |
| Security Deposit | | | \$500 |
| NO TRAILERS ALLOWED | | | |
| | | Total: | \$ |

Vendor Name: _____

NOTE: Early bird discounts will be applied to all vendors and Joliet Restaurants who submit their completed application AND deposit to the Joliet Park District no later than 4:00 PM on March 3, 2023. Joliet Restaurants who submit their application and deposit AFTER March 3, 2023 will be subject to standard rental rates.

Initials: _____

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EXHIBIT C
(Electrical Requirements & Additional Electrical worksheet)

| Name of Equipment | Voltage Requirement | Amperage Requirement |
|--------------------------------------|---------------------|----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| Total Amps | | |
| If Amps are between 0 – 40 | | Included |
| If Amps are between 41 - 80 | | Add \$100 |
| If Amps are between 81 - 120 | | Add \$200 |
| If Amps are between 121-160 | | Add \$300 |
| If Amps are between 161 - 200 | | Add \$400 |

****For Hard-wire Vendors, please specify the length of the power extension cord _____**

Vendor Name: _____

Initials: _____

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EXHIBIT D

Penalties & Violations

| Violation | Penalty Per Violation |
|--|--|
| Trash in booth space during/after check out | \$100 |
| Equipment remaining in space during/after check out | \$100 |
| Sold food items at prices not disclosed in Exhibit A or additional items not listed on Exhibit A | \$100 per item |
| Used but did not purchase additional electricity | \$200 per violation |
| Damaged tents or rented tables | Pay repair or replacement cost as invoiced from rental company |
| Spilled grease or did not dispose of in provided containers | Pay repair or cleaning costs |
| Spilled grey water or did not utilize provided containers | \$100 per incident |
| ANY Health Code Violation | Cease Operations at Health Code Inspectors discretion (forfeiture of \$500 security deposit) |
| Non compliance of Hours of Operation | \$100 per incident |
| Failure to pass check out inspection | (forfeiture of \$500 security deposit) |
| Failure to provide class K fire extinguisher if required. | Will not be allowed to set up (forfeiture of \$500 security deposit) |
| Signage above peak of tent roof or Pop Up Tent assembled in stadium | Cease Operation at Joliet Park District Discretion (forfeiture of \$500 security deposit) |
| Vendor badge policy violation | (forfeiture of \$500 security deposit) |
| Violation of NO SMOKING or EVACUATION POLICIES | Cease Operation at Joliet Park District Discretion (forfeiture of \$500 security deposit) |

I have read and understand the above penalty schedule. I understand that should I incur any violations the Joliet Park District will deduct the amount of the violation according to the above schedule from my Security Deposit. The Joliet Park District reserves the right to pursue restitution resulting from the penalties/violations including, but not limited to, resulting legal fees.

Vendor Name: _____

Vendor Signature: _____

Initials: _____

Taste of Joliet Food Vendor Agreement 2023

Check List

Have you done the following?

- Read ALL pages of the Taste of Joliet Food Vendor Agreement _____
- Filled out all necessary documents: page 1 and Exhibits A, B, C & D _____
- Filled in ALL lines that require Vendor Name _____
- Filled in ALL lines that require Vendor Signature _____
- Place your initials at the bottom of every page _____
- Please enclose this entire packet in an envelope with your \$500 security deposit and mail to:

Joliet Park District
Attn: Alison Reum/Denise Ryan
3000 West Jefferson Street
Joliet, Illinois 60435

IMPORTANT...

- Once your application has been reviewed and accepted, you will receive an invoice outlining your space fees including equipment rental, additional menu items, and additional electricity. You may pay the invoice via credit card at the Joliet Park District Main Facility or via phone. You may also drop off a check to the Joliet Park District offices at 3000 West Jefferson St., in Joliet. An email receipt will be provided. **Final payment is due by May 26, 2023.**
- You also agree to attend the food vendor meeting on June 7, 2023.
- If your application is not accepted your deposit will be returned via mail.
- **APPLICATION AND DEPOSIT MUST BE RECEIVED BY MARCH 3, 2023 TO RECEIVE DISCOUNTED RATE – NO EXCEPTIONS!**

Please contact us with any questions or concerns.

Alison Reum

Office 815-741-7275 ext 206
e-mail: areum@jolietpark.org

Denise Ryan

Office: 815-741-7275 ext 231
e-mail: dryan@jolietpark.org

Initials: