



Food Vendor Application - 2021

June 4th 5:00 - 10:00 p.m.

June 5th Noon - 10:00 p.m.

June 6th Noon - 8:00 p.m.

Applications will be accepted beginning March 1, 2021. Booth location and food item choices are on a first come first serve basis. **Application Deadline: April 1st, 2021**

Business Name: _____

Contact Person: _____ Cell: _____

Business Mailing Address: _____

City, State, ZIP: _____

Business Phone: _____

E-Mail: _____

Federal Tax I.D. Number: _____

MENU (Main Items)

1. _____

2. _____

3. _____

4. _____

5. _____

NOTE: excluded menu items include cotton candy, snow cones, corn dogs, funnel cakes, popcorn, and caramel corn.

Booth Fee (10'w x 20' deep) \$150 each

Number of spaces x \$150 _____

24-hour power, additional \$100 _____

Special Event (Class H) Liquor License (limited number available), additional: \$200 _____
(Permits wine and/or spirits only – NO beer, malt or seltzer products)

TOTAL FEES: \$ _____

The booth space must also contain any storage trailers necessary for operation. Parking (except for temporary supply drop off) behind a booth is prohibited. There is a designated emergency access lane that must be kept open.

Vendor set-up times will be by appointment only. The Community Days Committee members will be responsible for assigning the vendor set-up times.

Menu items are NOT ALLOWED to be changed once the application has been filed. Novelty items (i.e. t-shirts, etc.) may not be sold in booths. Restaurants with a Class H license will be allowed to sell non-alcoholic beverages in their booths.

The Village reserves the right to select which menu items will be served. Restaurants are asked to submit up to 5 main menu items. Side dishes such as French fries do not need to be counted. Please list them in the order you would like them approved. You will receive confirmation of items by April 15, 2021. Restaurants may not be allowed to duplicate the same courses from another restaurant. In cases of duplication, menus will be selected on a first come first serve basis. **Excluded menu items include cotton candy, snow cones, corn dogs, funnel cakes, popcorn, and caramel corn.**

Terms & Conditions

The undersigned (the "Participant") hereby submits its application to be a vendor at Gilberts Community Days to be held June 4, June 5 and June 6, 2021 in Town Square Park in Gilberts (the "Event"). By submitting this application the Participant acknowledges and agrees that its application may be accepted or rejected by the Village of Gilberts (the "Village") in the exercise of Village's sole discretion and that, if Participant's application is accepted, participation will be subject to the terms and conditions contained herein.

1. Participation

The Event will take place in the area of Town Square Park, Gilberts, IL. If the Village accepts the Participant's application, the Participant agrees to remain open for business between 5pm – 10pm on Friday, June 4; noon – 10pm on Saturday, June 5; and noon – 8pm on Sunday, June 6. The Event will remain open regardless of weather conditions, although operations may be suspended during severe weather. The Participant desires to participate in the Event by selling, offering, or providing the goods and services described in this Application. If the Village accepts the Participant, the Participant agrees to sell, offer, or provide only those goods and services listed in this Application. Other goods and services cannot be sold or offered at the Event without prior written consent of the Village. The Participant agrees not to sell or distribute merchandise that advertises the Event or uses the Event logo without prior written consent from the Village.

2. Contract Cancellation

The Village has the right to control all aspects of the Event. The Participant agrees to conduct its business in a manner that is most likely to enhance the success of the Event and the reputation of the Village and the Event. The Village reserves the right to cancel a vendor contract at any time for the good of the Event, in its sole discretion. Any cancellations by the Village will result in fees being refunded if vendor has complied with these Terms & Conditions and Event rules and regulations established by the Village; provided, however, that the Village will not refund application fees for cancellations caused by inclement weather or other circumstances beyond the Village's control. Vendors whose contracts are cancel because a vendor has not obtained proper licenses and approvals or has failed to comply with these Terms & Conditions and Event rules and regulations will not be eligible for fee refunds.

3. Refund Process

Event cancellation due to inclement weather or Acts of God will not result in the refunding of your fees. Cancellations made between April 16, 2021 and May 1, 2021 will forfeit 50% of total fees paid. Cancellations made on or after May 2, 2021 (including day of event) will NOT be entitled to a refund. All applications denied or canceled by the Village shall receive a full refund. Vendor will be charged \$30 for a returned check and cancellation of contract may result for charges submitted and returned as insufficient funds. All refund checks will be made out to the account holder listed on the initial payment, unless specified otherwise.

4. Set-up & Tear Down

Each vendor is responsible for setup, take down and cleanup of his/her booth space and all related equipment and property in a good and workmanlike manner, in a safe and clean condition for public use, and subject to inspection and approval by the Village. Vehicles are allowed in the event area only for setup prior to the Event and tear down after the Event closes. The Participant shall remove all vehicles and other items in conjunction with setting up for the Event at least one (1) hour prior to the Event's start time. The Participant will be notified when it is safe to bring their vehicle into the event area after the Event closes. Unless otherwise noted, parking is not provided to any vendor. You must remove your vehicle immediately after unloading. The Participant shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property by the Participant, and shall repair any damage that may be caused by the activities of the Participant, in connection with the setup, take down, and cleanup of the Participant's booth space and related equipment and property. If the Participant does not clean or repair any street, sidewalk, or other public property within one hour after receipt of notice from the Village, the Village shall have the right to cause the affected public property to be cleaned or repaired and to recover from the Participant all costs incurred by the Village to perform such work. In the event of a condition at the Event that threatens the public health and safety, the Participant agrees that the Village has the right to take all necessary action to abate the dangerous condition.

5. Operations

A. General.

The Participant will be solely responsible for the appearance of its space. The Participant shall be ready to operate its business by 5pm on Friday, June 4, by noon on Saturday, June 5, and by noon on Sunday, June 6. The Participant shall maintain its space in a neat, clean and sanitary condition during the event and shall dispose of all trash produced. Trash receptacles and bags will not be provided. Each vendor must provide necessary trash receptacles and bags for garbage inside their booth. Trash (in bags) will be picked up from the booths. All garbage left un-bagged will be subject to a fine of \$100 and/or loss of vending privileges. Unless otherwise specified, running water is NOT provided. Playing recorded or live music in a booth is prohibited. Drilling in the street or sidewalk and any other activity that could damage public property is prohibited. Violators will be subject to a fine of \$200 and/or space cancellation by The Village. You are directly responsible for any Village violated ordinances and fines. Vendors and their employees must maintain the highest degree of professionalism in their booths and on event grounds at all times.

B. Restaurants.

Every vending space used for cooking must have a fire extinguisher approved by the Fire Protection District. These extinguishers must be carbon dioxide or multi-purpose dry chemical, minimum of 20 pounds. Special Waste: All grease, charcoal, etc., must be disposed of properly – not left on the grass, in the street or poured down a sewer! The Village will inspect each restaurant space each night with the Participant. If the Participant is not present, the Village reserves the right to inspect the space without the Participant. Improper disposal of waste may result in fines or fees imposed by the Village on the Participant. Tents: All tents, booths or canopies used for cooking must be made from fire retardant material. A certificate of approval by an approved testing laboratory certifying that the material is fire retardant must be posted within the tent on-site at all times during the Event. All necessary Kane County Health permits are the responsibility of the restaurant.

6. Application Processing

Only those applications **submitted on or before April 1, 2021** and accompanied by payment in full of the applicable entry fees shall be considered. The Village shall notify the Participant whether its application has been accepted or rejected by April 15, 2021. In the event the Participant's application has been rejected, the entry fee will be refunded, except as provided Sections 2 and 3 of this Application. The Village does not guarantee exclusivity of product or service to any Participant, nor has the Participant

relied on any representation or guarantee of the Village regarding the revenues to be generated by the Participant. If the Participant's application is accepted, the Participant may be assigned a space within the Event with the approximate square footage of 10 feet by 20 feet. Additional space may be made available by the Village upon receipt of the Participant's application, at an additional cost to be determined by the Village. The booth space must also contain any storage trailers necessary for operation. Parking (except for temporary supply drop off) behind a booth is prohibited. There is a designated emergency access lane that must be kept open. The Village in the exercise of its sole discretion shall determine the location of the Participant's space within the Event. The Participant agrees to accept the space designated by the Village. The Participant agrees to conduct its business only within the space assigned by the Village.

7. Compliance with Law

The Participant shall comply with all local, county, federal, state and municipal laws and ordinances in the operation of its booth during the Event and shall insure its property against loss by theft or damage. Each Participant is solely responsible for obtaining all governmental permits and approvals necessary to operate its booth space and sell or offer its goods and services.

8. Acknowledgment and Assumption of Risk of Injury and Loss

By submitting this Application, the Participant recognizes and acknowledges that participation in the Event involves risks of bodily injury, death, and property loss. The Participant agrees to, and does, assume the full risk of any injuries and property loss, and of all expenses, costs, damages, and losses that the Participant may sustain as a result of participating in any and all activities connected with or associated with the Event. The Village, its officers, directors, and members, related festival providers of goods and services, or any participating sponsor will NOT be responsible for any injury, loss, or damage that may occur to the vendor, or to the vendor's employees or property from any cause whatsoever prior to, during or subsequent to the period covered by the vending contract.

9. Waiver and Release of Claims

The Participant agrees to, and does, waive, release, and relinquish all claims, demands, rights of action, damages, liabilities, and controversies of every kind, known and unknown, present and future, that the Participant may have against the Village and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns arising out of, connected with, or in any way related to the Event or the Participant's participation therein.

10. Indemnification

The Participant further agrees to indemnify and hold harmless and defend the Village and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorneys' fees and administrative expenses, of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to the Participant's participation in the Event.

11. Food Vendors: Insurance.

Each food vendor must provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Food Vendor shall cause the Village to be named as an additional insured. No later than 10 days before the Event, the Participant must provide the Village with a certificate of insurance evidencing compliance with this Section 11. The insurance coverage and limits set forth in this Section 11 are minimum coverage and limits, not a limitation on the Participant's duty to carry adequate insurance or on the Participant's liability for losses and damages under this Agreement.

Please mail Food Vendor Application with check made payable to:

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Phone: 847-428-2861
GCD@villageofgilberts.com
www.gilbertscommunitydays.com

Applications must be submitted on or before April 1, 2020, with full payment to be considered.

Signature _____

Print Name _____

Date _____ Total Fees _____

Signature

The above-mentioned participant hereby submits this application for participation in Gilberts Community Days. By signing this application, the Participant has read and agrees to all the terms and conditions contained in each page of the agreement.

****Please keep a copy of this application for your records****

Gilberts Community Days Committee

OFFICE USE ONLY			
Date Received	Amount	Check Number	GCD Accepted