



## Food Vendor Application - 2024

Community Days food vending is scheduled for the following dates in

Town Square Park:

May 31<sup>st</sup> 5:00 - 10:00 p.m.

June 1<sup>st</sup> Noon - 10:00 p.m.

June 2<sup>nd</sup> Noon - 8:00 p.m.

Applications will be accepted beginning January 1<sup>st</sup>, 2024.

**Application Deadline: March 29<sup>th</sup>, 2024**

Business Name: \_\_\_\_\_

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

Business Mailing Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact 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 = \$250 Each** (1 Booth = 10ft of customer frontage and 20ft deep for food prep.)  
Tent not provided. \$50/booth may be refunded subject to the conditions outlined below.

Number of spaces x \$250 \_\_\_\_\_

24-hour power, additional \$100 \_\_\_\_\_

Special Event Liquor License \$200 \_\_\_\_\_

(Permits wine, Spirits, and/or mixed drinks only – **NO beer, malt or seltzer products**)

**TOTAL FEES: \$** \_\_\_\_\_

***PLEASE NOTE: A food permit is required per Kane County Health Department regulations. A separate check payable to Kane County Health Department will be required. The Health Department form MUST be completed and returned to the Kane County Health Department 10 days before event. Please provide a copy of the form with this application.***

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. Food vendors will be allowed to sell non-alcoholic beverages in their booths. Regular water bottles sized 16.9 oz should not be sold for less than the price established by the Village or no less than \$1.00 a bottle.

**The Village reserves the right to select which menu items will be served.** Restaurants are asked to submit all main menu items. Side dishes such as french fries do not need to be included. Please list them in the order you would like them approved. You will receive confirmation of items by April 19<sup>th</sup>, 2024. **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 May 31<sup>st</sup>, June 1<sup>st</sup>, and June 2<sup>nd</sup>, 2024 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, May 31<sup>st</sup>; noon – 10pm on Saturday, June 1<sup>st</sup>; and noon – 8pm on Sunday, June 2<sup>nd</sup>. 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 canceled 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**

*Cancellation due to COVID-19 will result in a 100% refund. Other cancellations due to weather or Acts of God will not result in the refunding of your fees.*

Cancellations made between April 19<sup>th</sup>, 2024 and May 1, 2024 will forfeit 50% of total fees paid.

Cancellations made on or after May 2, 2024 (including days of event) will NOT be entitled to a refund. All applications denied by the Village shall receive a full refund. Vendor will forfeit the \$50 refundable deposit and be charged \$30 for a returned check. 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 their booth space and all related equipment and property in a good and professional 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, May 31<sup>st</sup>, by noon on Saturday, June 1<sup>st</sup>, and by noon on Sunday, June 2<sup>nd</sup>. The Participant shall maintain its space in a neat, clean and sanitary condition during the event and shall dispose of all trash produced. Large trash receptacles will be provided behind the booth spaces to be used by all vendors collectively. Each vendor must provide necessary trash receptacles and bags for garbage inside their booth. All garbage left un-bagged will be subject to loss of the \$50 refundable deposit 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, loss of the \$50 refundable deposit, 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. Food Vendors.**

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 March 29<sup>th</sup>, 2024** 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 19<sup>th</sup>, 2024. 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](mailto:GCD@villageofgilberts.com)  
[www.gilbertscommunitydays.com](http://www.gilbertscommunitydays.com)

**Applications and payment must be submitted on or before March 29<sup>th</sup>, 2024.**

**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.

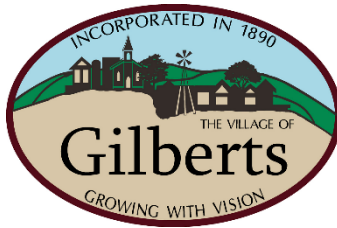
**\*\*Please keep a copy of this application for your records\*\***

*Gilberts Community Days Committee*

***OFFICE USE ONLY***			
Date Received	Amount	Check Number	GCD Accepted

**FOR OFFICE USE ONLY**

Date Paid: \_\_\_\_\_  
Fee: \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
License #: \_\_\_\_\_



VILLAGE OF GILBERTS  
Lynda Lange, Village Clerk  
87 Galligan Road  
Gilberts, Illinois 60136  
(847) 428-2861 Fax (847) 428-2955  
llange@villageofgilberts.com

**APPLICATION FOR VILLAGE SPONSORED EVENT (CLASS "H") LIQUOR LICENSE**

Notification is hereby made to the Village of Gilberts for issuance of a Village Sponsored Event Liquor License, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application, the following is submitted:

1. Name of Organization: \_\_\_\_\_
2. Representative's Name: \_\_\_\_\_
3. Representative's Address: \_\_\_\_\_
4. Representative's Telephone Number: (primary) \_\_\_\_\_ (secondary) \_\_\_\_\_
5. Event Name: \_\_\_\_\_
6. Date(s) of Event: \_\_\_\_\_
7. Type(s) of Alcohol to be served: \_\_\_\_\_  
\_\_\_\_\_
8. State the name of each person who will be supervising the serving or selling of alcoholic beverages at the alcohol sales or services area on the licensed premises and attach proof of his or her successful completion of a State certified Beverage Alcohol Sellers and Service Education and Training Program (BASSET):  
\_\_\_\_\_  
\_\_\_\_\_

- A Class H license shall be required for each specific village-sponsored event, and shall only be valid for the length of the specific village-sponsored event as determined by the liquor commissioner. The sale and consumption of alcoholic beverages may only occur within the secured area and may only take place during the hours designated by the liquor commissioner for the village-sponsored event.
- A Class H licensee must provide the liquor commissioner with evidence of sufficient dram shop liability insurance.
- A Class H licensee shall hold harmless the village, its elected and appointed officials, officers, employees, agents, and representatives from any and all claims or causes of action arising out of the sale alcoholic liquor by the licensee at the village-sponsored event.

- The liquor commissioner will have the authority to apply limitations, conditions, or additional requirements upon the issuance of a class H license as appropriate for the specific village-sponsored event.
- Class H license applications accompanied by the current license fee of \$200.00 must be received by the Village Clerk at least thirty (30) calendar days prior to the village-sponsored event with a copy of **DRAM** shop insurance policy and certificate of insurance with the Village as an additional insured. If your application is not approved, the fee will be returned to you. Application forms are available at the Village Clerk's office or online.

I have read this application and answered all questions fully and the information I have submitted in this application is complete and truthful to the best of my knowledge.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

OFFICE USE ONLY:

Approved

Approved subject to conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Liquor Commissioner, Guy Zambetti

\_\_\_\_\_  
Attest