

Last Fling Food Vendor Agreement 2009

PREAMBLE

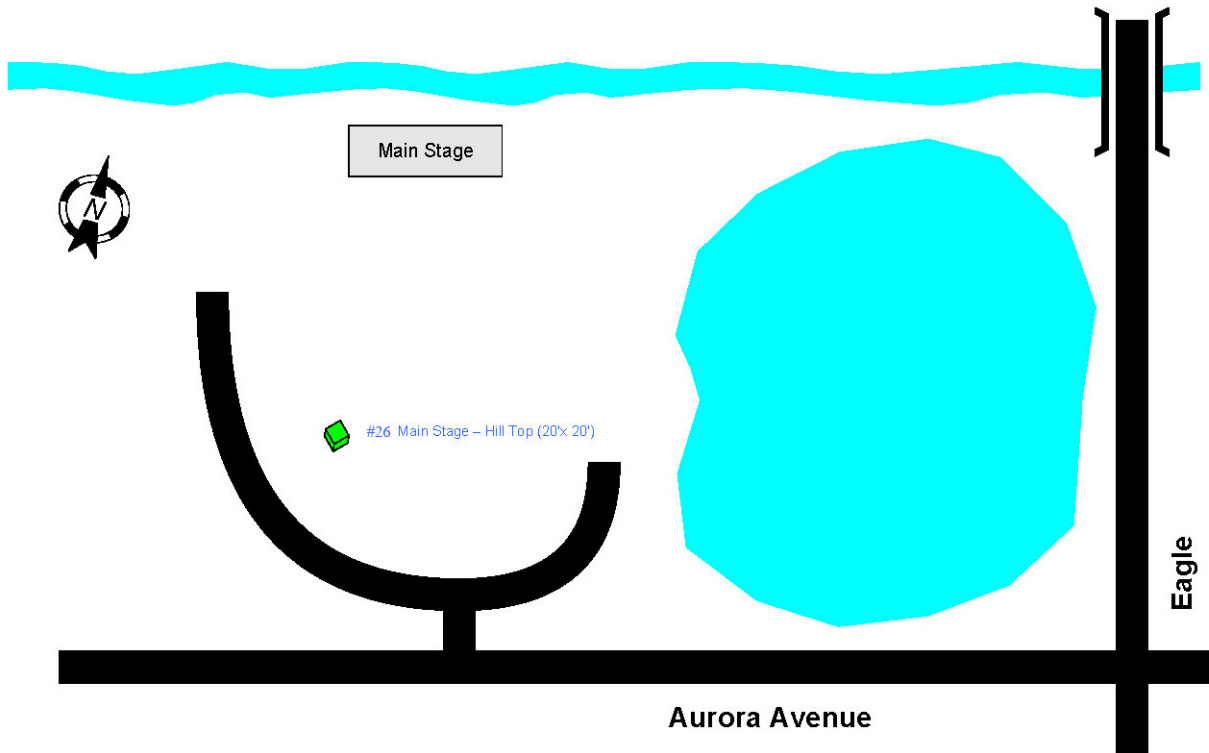
- A. The Last Fling is a Naperville community event organized and coordinated by the Jaycees for the benefit of the community that it serves, and it is the goal of the Jaycees that the community be provided the broadest possible choice of food products with the smallest degree of duplication.
- B. The Jaycees and the Vendor wish to provide food for the community at the Last Fling, and agree that the food products to be distributed to the public at the Last Fling should be of the highest quality possible.
- C. The Jaycees 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 2009 Last Fling.

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

- 1 **Vendor Space:** The Jaycees agree to provide Vendor with one of the spaces at the Last Fling described in the following pages. Please indicate your location preference. Final locations will be assigned Friday, September 4, 2009.
 - 1.1 Vendor will sell only the food items listed in Exhibit A, attached hereto, at the Last Fling.
 - 1.2 Vendor agrees that the Jaycees shall have sole authority and discretion in the assignment of the spaces at the Last Fling.
 - 1.3 Jaycees have the sole authority to sell bratwursts and hotdogs at the Last Fling.
 - 1.4 Any Vendor located on Jackson Street or in Family Fun Land must provide their own tent or other shelter to cover for their space.
 - 1.5 Booth tents, signs, tables, condiment tables, cooking equipment, or other items related to Vendor operation must not project past the provided protective ground barrier.
 - 1.6 If requested in writing and received by August 1, 2009, the Jaycees will provide a single 10'X10' tent for the Vendor's use subject to the Vendor paying an additional fee of \$250.00 prior to August 1, 2009 (only applies to C, D, E, & F locations).
 - 1.7 Additional tables are available for a fee of \$10.00 each, provided they are requested in writing by August 1, 2009.
 - 1.8 The Jaycees will not provide any items not specified in this Agreement.

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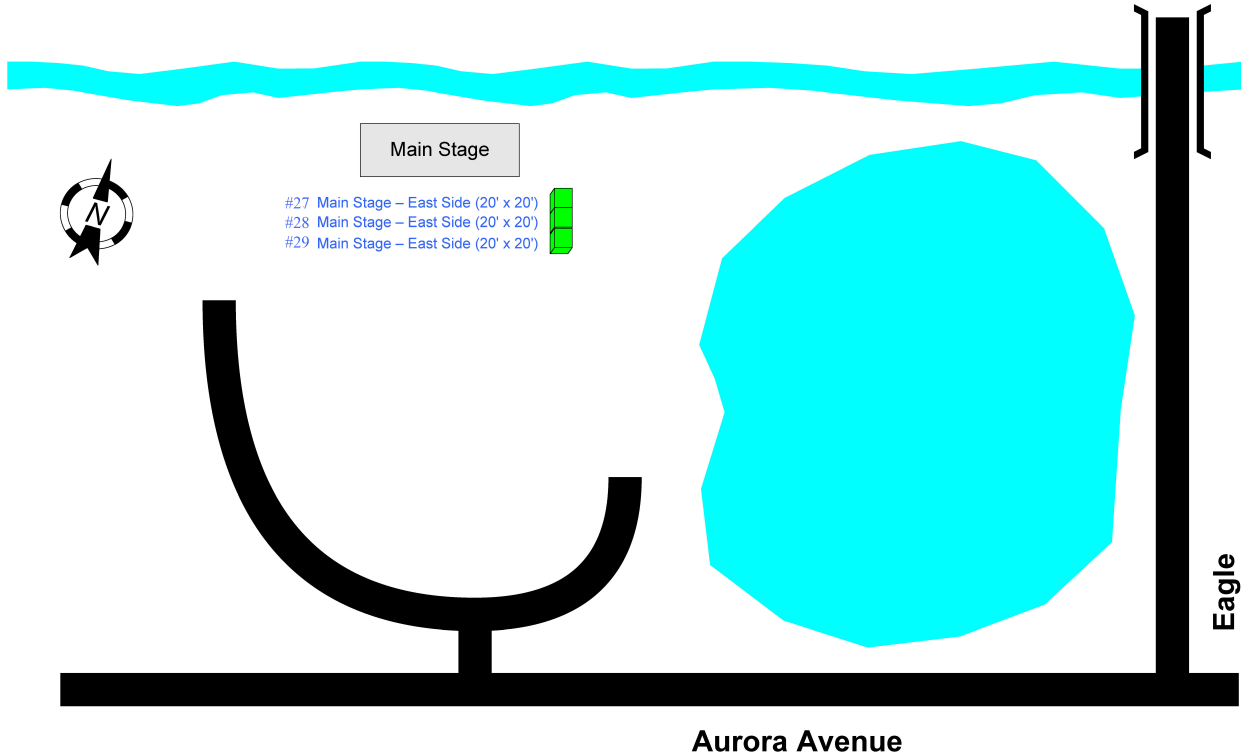
Location 'A' Main Stage Area – Top of Hill



Location Advantage:	On top of Rotary Hill, this is the first food vendor people will see as they enter the main entertainment stage area.
Hours of Operation:	Friday, September 4, 2009 5:00 PM – 10:00 PM Saturday, September 5, 2009 3:00 PM – 10:00 PM Sunday, September 6, 2009 3:00 PM – 10:00 PM
Spots Available:	1 (spot #26)
Space:	20' x 20' with included 10' x 10' tent & two 2' x 8' tables
Expand Space:	No
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee (see section 8 of this agreement)
Cooking:	Permitted
Max Food Items	Vendors exceeding 6 food items will be charged \$150 per additional item
Security Deposit:	\$600
Cost:	\$3,000 (does not include deposit)

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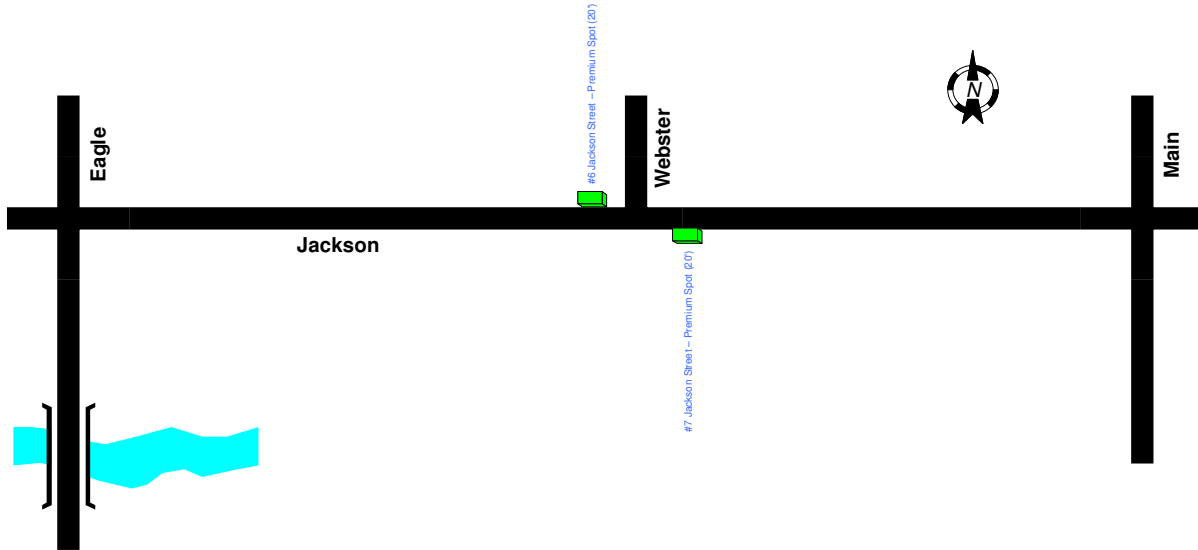
Location 'B' Main Stage Area – East Side



Location Advantage:	At the bottom of Rotary Hill, this location is exposed to people attending Jaycees main entertainment events. Vendor can sell out of both sides of tent
Hours of Operation:	Friday, September 4, 2009 5:00 PM – 10:00 PM Saturday, September 5, 2009 3:00 PM – 10:00 PM Sunday, September 6, 2009 3:00 PM – 10:00 PM Monday, September 7, 2009 12:00 PM – 6:00 PM
Spots Available:	3 (Spots #27-#29)
Space:	20' x 20' with included 10' x 20' tent & two 2' x 8' tables
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee (see section 8 of this agreement)
Cooking:	Permitted
Max Food Items	Vendors exceeding 6 food items will be charged \$150 per additional item
Security Deposit:	\$600
Cost:	\$4,200 (does not include deposit)

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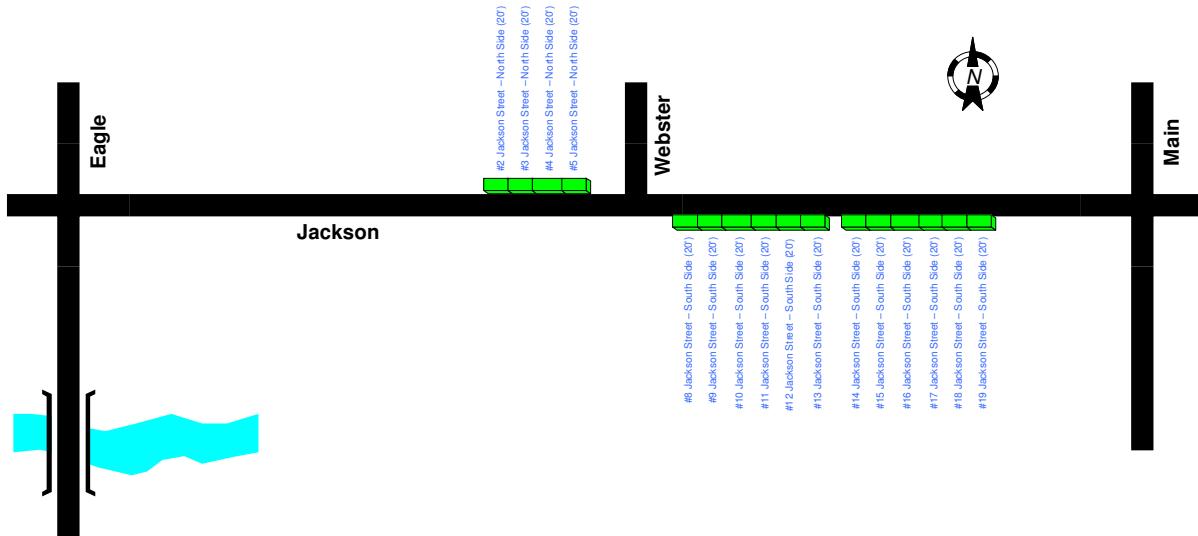
Location 'C' Jackson Street – Premium Spots (End Unit)



Location Advantage:	The corners of Jackson and Webster have historically been the busiest and most lucrative Vendor locations the Fling has to offer.
Hours of Operation:	<p style="text-align: center;">Friday, September 4, 2009 5:00 PM – 11:00 PM Saturday, September 5, 2009 10:00 AM – 11:00 PM Sunday, September 6, 2009 10:00 AM – 11:00 PM Monday, September 7, 2009 10:00 AM – 6:00 PM</p>
Spots Available:	2 (Spots #6, #7)
Space:	20' x 10' (can sell out of front and side of booth)
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see section 8 of this agreement)
Cooking:	Permitted
Max Food Items	Vendors exceeding 6 food items will be charged \$150 per additional item
Security Deposit:	\$600
Cost:	\$4,200 (does not include deposit)

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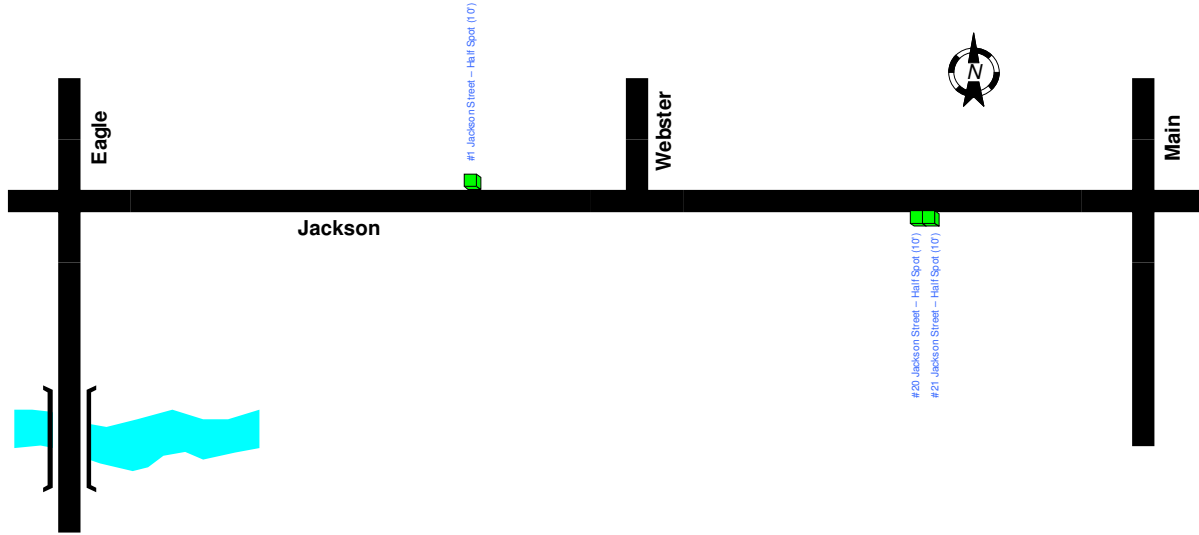
Location 'D' Jackson Street



Location Advantage:	Jackson Street is a major thoroughfare between the Carnival and the Entertainment Stage
Hours of Operation:	Friday, September 4, 2009 5:00 PM – 11:00 PM Saturday, September 5, 2009 10:00 AM – 11:00 PM Sunday, September 6, 2009 10:00 AM – 11:00 PM Monday, September 7, 2009 10:00 AM – 6:00 PM
Spots Available:	16 (Spots #2-#5 and #8-#19)
Space:	20' x 10'
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see section 8 of this agreement)
Cooking:	Permitted
Max Food Items:	Vendors exceeding 6 food items will be charged \$150 per additional item
Security Deposit:	\$600
Cost:	\$3,200 (does not include deposit)

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Location 'E' Jackson Street – Half Space



Location Advantage:	The Jackson Street is a major thoroughfare between the Carnival and the Entertainment Stage
Hours of Operation:	<p>Friday, September 4, 2009 5:00 PM – 11:00 PM</p> <p>Saturday, September 5, 2009 10:00 AM – 11:00 PM</p> <p>Sunday, September 6, 2009 10:00 AM – 11:00 PM</p> <p>Monday, September 7, 2009 10:00 AM – 6:00 PM</p>
Spots Available:	3 (Spots #1, #20, #21)
Space:	10' x 10' (North or South side of Jackson as space permits)
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see section 8 of this agreement)
Cooking:	NOT permitted
Max Food Items:	Vendors exceeding 2 food items will be charged \$150 per additional item
Security Deposit:	\$600
Cost:	\$1,700 (does not include deposit)

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Location 'F' Family Fun Land at Naper Settlement



Location Advantage:	Family Fun Land provides a venue for younger people & families. These vendor spots will be at Naper Settlement.
Hours of Operation:	Saturday, September 5, 2009 11:00 AM – 6:00 PM Sunday, September 6, 2009 11:00 AM – 6:00 PM
Spots Available:	4 (Spots #22-#25)
Space:	10' x 20'
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see section 8 of this agreement)
Cooking:	Permitted
Max Food Items:	Vendors exceeding 4 food items will be charged \$150 per additional item. There is a maximum of 6 food items.
Security Deposit:	\$600
Cost:	\$1000 (does not include deposit)

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- 2 **Ice Chests:** Ice Chests may be available for an additional \$250.00 rental fee plus the electrical charges associated with the Ice Chests (see Electrical section below).
- 2.1 The availability is subject to the ice Vendor's inventory and must be requested in writing no later than August 1, 2009. The Jaycees must receive the written request and all fees no later than August 1, 2009.
 - 2.2 Additional rental items are listed on Exhibit B. All fees and additional fees must be paid at the same time as the final installment of the Vendor Fee.
 - 2.3 Ice chest rental will require the Vendor to pre-purchase all ice stored in the rented ice chest from the ice chest rental company or the Jaycees.
- 3 **\$600 Security Deposit:** Vendor will pay a \$600.00 security deposit per space for all spaces.
- 3.1 **The deposit is refundable within 60 days upon the completion of the Vendor's checkout sheet detailing what the Vendor's responsibilities are to return the Vendor's space to its pre-event normal condition. A full deposit will be returned unless the Vendor fails to perform clean up services and/or uphold their portion of the contract.**
 - 3.2 Cleanup includes, but is not limited to, the dumping of any remaining ice, the picking up of the tarpaper floor, and the cleanup of any other debris around the space.
 - 3.3 If Vendor fails to perform these services, the Naperville Jaycees reserve the right to provide the additional clean up and subtract the cost from the security deposit.
 - 3.4 Vendor's failure to use gray water area and grease receptacles will result in an automatic forfeit of this deposit, and result in Vendor's use of the space to be terminated.
 - 3.5 Please see Exhibit 'D' for a complete list of violations and penalties.
 - 3.6 The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, the Nichols Library, Naper Settlement, Naperville Heritage Society and the Naperville Park District reserve the right to pursue restitution resulting from violations.

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- 4 **Beverages:** Vendor agrees not to sell carbonated beverages, sports drinks, iced teas, fruit drinks, and/or bottled water at the Last Fling. Only shake-ups, smoothies, and other prepared beverages will be considered.
- 4.1 Vendor must receive prior written approval from the Naperville Jaycees to sell any type of beverage whatsoever at the Last Fling.
 - 4.2 Any permission for the sale of specific beverage items is at the sole discretion of the Naperville Jaycees, this includes lemon shake-ups.
- 5 **DuPage County Department of Health:** Vendor agrees to obtain, at its expense, all necessary health, food, or other permits and/or licenses, including a temporary permit from the DuPage County Department of Health.
- 5.1 Jaycees will provide Vendor with a potable water source. Vendors choosing to use this water source must provide an approved food grade quality hose outfitted with a T-valve and backflow device.
 - 5.2 Ice is available for purchase from the Jaycees. The cost of ice will be determined by the Food Vendor meeting. The Vendor may pickup ice from the designated spot at the designated times which will be determined by the Food Vendor meeting. The Jaycees will not be able to transport ice to your booth.
 - 5.3 Vendor agrees to fully comply with all requirements of the DuPage County Health Department.
 - 5.4 Vendors preparing food must use fans to keep flies out.
 - 5.5 Vendor must provide bee traps.
 - 5.6 Vendor must not smoke in their booth.
 - 5.7 Vendor must provide hand-washing station with container to collect wastewater.
 - 5.8 Vendor must not pour anything down storm sewers.
 - 5.9 Vendor must obtain health and sanitation rules, regulations, and fees from the DuPage County Health Department. <http://www.dupagehealth.org/safefood/industry/tfp/tfp.asp>
- 6 **Grey Water, Grease, and Garbage:** 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 the forfeit of the Vendor's security deposit.
- 6.1 Jaycees will provide grey water sinks. The vendor agrees to use provided strainer and to clear any drainage clogs resulting from use of these facilities.
 - 6.2 Jaycees will provide grease bins. Vendor agrees to dispose of all grease into these bins.
 - 6.3 Trash shall not be piled up under Vendor tent. Trash removal to the proper containers shall be conducted on a regular basis as needed.
 - 6.4 Jaycees will provide garbage dumpsters. Vendors are expected to remove all garbage from their vending location to a designated spot by 7 PM Friday, Saturday, Sunday and 6 PM on Monday.

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- 7 **City of Naperville Fire Department:** Vendor agrees to comply with all the rules and regulations of the City of Naperville and the Naperville Fire Department. For further questions, please call the Naperville Fire Prevention Bureau at (630) 305-3768.
- 7.1 Vendor must hang an all-purpose fire extinguisher (Class "A-B-C") with current tags.
 - 7.2 Open-flame cooking under a tent is prohibited. **All open-flame cooking must be at least 5 feet away from tent.**
 - 7.3 Vendor must maintain clearance of paper products and other combustible material from heat producing appliances.
 - 7.4 Vendor tent must be flame resistant and have appropriate ratings. Vendor must provide a Certificate of Flame Resistance for Vendor tent by the Food Vendor meeting. (Tents rented from the Jaycees are fire rated with certificates on file).
 - 7.5 Vendor tents must be adequately secured with sand bags, no spikes will be allowed unless tent is rented from the Jaycees).
 - 7.6 All electrical connections must be off the ground.
 - 7.7 All lighting under or around tents or canopies must be listed and labeled for damp location or wet location as appropriate. Halogen lighting is prohibited.
 - 7.8 All extension cords must be 14 gauge (preferable 12 gauge) and rated for outside use. Frayed, cut cords are unacceptable.
 - 7.9 **All LPG cylinders shall be secured. Only approved LPG connectors shall be used. Only connected cylinders and 1 additional tank is permitted.**
 - 7.10 Grills shall be separated from the public. Discarded coals shall be soaked and properly disposed of.
 - 7.11 Vendor agrees to read and understand provided Emergency Action Plan, which will be provided during Food Vendor meeting.
 - 7.12 Vendor agrees to list fuel source for cooking on Exhibit A along with the size of the fuel container(s), if applicable.

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- 8 **Electrical:** The Jaycees will supply electrical service for one 110 volt, 15 amp circuit (four outlet 15 amp service) to the space provided to the Vendor.
- 8.1 Vendor shall list all of its electrical requirements in Exhibit C, attached hereto. Should the Vendor require an additional 110-volt, 15 amp circuit, the Vendor agrees to pay an additional flat fee of \$250.00 per additional 110 volt, 15 amp circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the above (included 110 volt, 15 amp circuit) shall be **prepaid** in addition to the cost of materials and services provided by the electrician hired by the Jaycees, at the electrician's hourly rate and material costs.
- 8.2 All electrical fees shall be paid no later than with the final installment of the space fees.
- 8.3 Any electrical needs not listed in Exhibit C, are ordered late (after midnight of the Food Vendor meeting) or on the weekend of the Last Fling, if available, will be charged to the Vendor at a rate of \$400 per 110-volt, 15 amp circuit (4 plugs) outlet, plus the electrician charges payable prior to installation. This payment will be required to be paid in cash.
- 8.4 No sharing of electrical usage is allowed between Vendors. This will be enforced.
- 8.5 The Jaycees cannot guarantee that electrical requirements not listed in Exhibit C will be available at the Last Fling. Most likely, they will not be available, as the supply is limited.
- 8.6 If a Vendor exceeds the electrical needs listed in Exhibit C, it shall be liable for any damages caused, including consequential damages. Any Vendor that continues to exceed its electrical needs listed in Exhibit C shall be considered in breach of this agreement. In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
- 9 **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 Jaycees in advance of the Last Fling. Any changes to Exhibit A require written approval from the Jaycees Food Vendor Chairperson at least 30 days in advance of the event. All Vendors are subject to the following:
- 9.1 Vendors operating from a half space (10' x 10') will be limited to two non-cooking food items.
- 9.2 Vendors with more than 6 food items will be charged an additional \$150.00 per food item.

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- 10 **Payment:** Vendor agrees to pay the Jaycees for each space (exclusive of additional electrical or equipment fees) as stated per the location options above. The payment schedule for the fees is:
- 10.1 A \$600 refundable security deposit must be submitted with this completed contract to hold your space and cover any incidentals. The \$600 is 100% refundable if the Naperville Jaycees reject your application for any reason.
 - 10.2 Full nonrefundable payment of the items listed on Exhibit 'B' must be received no later than Saturday, August 1, 2009. If a full payment is not received by August 1st, an additional fee of \$100 will apply per week until payment is received.
 - 10.3 All payments will be made in the form of a company check or credit card (see attached sheet). Checks should be made payable to the Naperville Jaycees.
 - 10.4 The Naperville Jaycees will deliver a fully executed contract upon its acceptance.
- 11 **Hours of Operation:** Vendor agrees to comply with the schedules for the operation of its food booth as stated per the location option above.
- 11.1 Vendors arriving onsite must obtain Jaycee Food Vendor Chairperson approval before setting up. Vendor may not set up their booth until 11:00 AM on Friday, September 4, 2009. Take-down time for striking Vendor's area shall be no earlier than 6:00 PM on Monday, September 7, 2009 or after the event has been cleared by the Naperville Police Department, whichever is later. Please note: check out time for locations #22-25-Family Fun Land may be on Sunday, September 6, 2009 after 6:00pm and location #26-Main Stage (Top of Hill) may be on Sunday, September 6, 2009 after 10:00 pm.
 - 11.2 Vendor agrees to have a representative at the site for inspection by the DuPage County Health Department on Friday, September 4, 2009, at a time to be specified to the Jaycees by the Health Department, sometime between 12:00 p.m. and 4:00 p.m.
 - 11.3 **Vendor may not leave premise until receipt of completed Vendor Check Out List & signature of an authorized representative of the Naperville Jaycees. This would verify that the street has been properly cleaned and cleared of all items relating to said Vendor.**

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12 **Miscellaneous:** Vendor also agrees to:

- 12.1 Provide its own banners or posters identifying its operation and to abide by the Jaycees' regulations regarding placement and size of such banners or posters. All banners or posters must be inside the Vendor's space.
- 12.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendors operation.
- 12.3 Clean and secure the Vendors space each night (the Jaycees do not supply separate security).
- 12.4 Comply with all arrangements made by the Jaycees for removal of grease (if applicable) and waste from the site.
- 12.5 Comply with any other rules or regulations for Food Vendors and the Last Fling established by the Jaycees, the City of Naperville, the DuPage County Health Department, and the Naperville Fire Department.
- 12.6 File and pay all food and beverage taxes due to the City of Naperville.
- 12.7 File the appropriate Illinois sales tax return forms with the Illinois Department of Revenue after the event.

13 **Insurance:** Vendor agrees to provide to the Jaycees on or before August 1, 2009 a current certificate of insurance, which shall be effective for the dates of the 2009 Last Fling.

- 13.1 The certificate will provide for coverage, which shall include, but not be limited to, general liability coverage in the amount of at least \$1,000,000 (One Million Dollars).
- 13.2 The certificate will provide a waiver of subrogation and 30 days cancellation notification. The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, Nichols Library, Naper Settlement, Naperville Heritage Society, and the Naperville Park District shall be included on said certificate as additional insured's.

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- 14 **Liability:** Vendor agrees to pay for any damage done by it or its agents and employees to any personal or real property (e.g., tents, tables, streets, etc.) provided by or through the Jaycees to the Vendor at the Last Fling.
- 15 **Security Violations:** Vendor agrees to abide by all security measures set forth by the City of Naperville, The Naperville Park District, Naper Settlement, and/or the Naperville Jaycees.
- 15.1 Failure on the Vendor's part to comply with these measures shall be a breach of this agreement.
- 15.2 In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement, retain all fees paid by Vendor as liquidated damages and demand the immediate exit of the Vendor from the event.
- 16 **Failure to Perform:** Vendor agrees that all fees paid to the Jaycees are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of this agreement.
- 16.1 In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
- 17 **Failure to Disclose:** Vendor agrees that all fees paid to the Jaycees are non-refundable, and that any failure on the Vendor's part to disclose completely and truthfully the information requested in this agreement shall be a breach of this agreement.
- 17.1 In the event of breach by the Vendor, the Jaycees shall be entitled to terminate this agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
- 18 **Indemnification:** Vendor agrees to indemnify the Naperville Jaycees, the Naperville Community Charitable Organization, Inc., any officer or member of the Jaycees, the City of Naperville, Nichols Library, Naper Settlement, Naperville Heritage Society and/or the Naperville Park District from any and all fees, costs and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendor's involvement with the Last Fling.

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- 19 **Litigation or Collection:** In the event of litigation or collection proceedings result from a breach of this contract, the Vendor agrees to pay any and all damages and costs including reasonable attorneys' fees of the Naperville Jaycees, or the Naperville Community Charitable Organization Inc., to enforce the terms of this contract.

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

By Vendor:

By Naperville Jaycees, an Illinois Not-For-Profit Corporation:

Signature:

Signature:

Printed Name:

Printed Name:

Vendor authorized representative

Agent of the Naperville Jaycees

This Agreement is not effective unless and until it is signed by a representative of the Naperville Jaycees. You will receive a copy of this agreement signed by a representative of the Naperville Jaycees via email, at the Food Vendor meeting or the US Mail. Please retain all pages of this agreement.

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EXHIBIT 'A'

(List of Food Items to Be Sold)

Please list all items in preferential order. No Beverage sales will be allowed without prior approval

	Menu Item	Cooking / Reheating Method	Charging Price for Food Item
1			
2			
3			
4			
5			
6			
*7			
*8			
*9			
*10			
*11			
*12			
*13			
*14			
*15			
*16			
*17			
*18			
*19			
*20			

* NOTE: There is an extra charge for each item of food after 6 food items (\$150.00 per food item).

Vendor Name: _____

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EXHIBIT 'B'

(Rental Requirements & Fee Itemization)

	Rental Item	Quantity	Cost	Total
1	Space #1 Location ()	1		
2	Space #2 Location ()	1		
3	Space #3 Location ()	1		
4	10' x 10' Tent Rental		x \$250	
5	Ice Chest Rental		x \$250	
6	Table (2' x 8') Rental		x \$10	
7	Additional 110V 15A Circuit (4 outlet)		x \$250	<small>(Copy line 24 Exhibit C)</small>
8	Additional Menu Items <small>(See Exhibit A)</small>		x \$150	
9	Additional Linear Foot of Space		x \$250	
10				
11				
12				
13				
14				
15				
			Total	\$

Vendor Name: _____

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EXHIBIT 'C'

(Electrical Requirements)

	Name of Equipment	Voltage Requirement	Amperage Requirement
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19	Total Amps		
20	Number of Electrical Increments (Total Amps divided by 15)		
21	Less 110V 15A Circuit included with agreement		
22	Total Additional 110V 15A Circuit needed		
23	X \$250 per 110V 15A Circuit		
24	Additional amount for Electricity		
	This amount will need to be included with payment		

Vendor Name: _____

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EXHIBIT 'D' Penalties & Violations

	Violation	Penalty per violation
1	Trash in booth space during/after check out	\$100
2	Equipment remaining in space during/after check out	\$150
3	Tar Paper remaining in space during/after check out	\$100
4	Sold food items at prices not disclosed in Exhibit A or additional items not listed on Exhibit A:	\$200 per item
5	Used but did not purchase additional electricity	\$350 per 15 amp circuit
6	Damaged rented tent or table	Pay charge from rental company
7	Spilled grease or did not dispose of in provided containers	\$100 per incident
8	Spilled grey water or did not utilize provided containers	\$25 per incident
9	ANY health code violation	Cease operations at Health Code Inspectors discretion
10	ANY fire code violations	Cease operations at Fire Code Inspectors discretion
11	Operation outside contracted hours or not open during contracted hours	Cease operations at Jaycees' discretion

Vendor Name: _____

I have read and understand the above penalty schedule. I understand that should I incur any violations; the Naperville Jaycees will deduct the amount of the violation according to the above schedule, from my Security deposit. The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville, Nichols Library, Naper Settlement, Naperville Heritage Society and the Naperville Park District reserve the right to pursue restitution resulting from penalties/violations including, but not limited to resulting legal fees.

Vendor Signature: _____

(Signature must match signature on page 16 of this agreement)