



Food Vendor Agreement

This Agreement is made this _____ day of _____ 2013, between NCCOI, doing business as Naperville Jaycees Last Fling, an Illinois Not-For-Profit Corporation of Naperville, Illinois, (hereinafter "Jaycees") and

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

Business Information - Name

(Hereinafter "Vendor")

Address

City, State, Zip

Telephone

E-Mail

Federal Tax ID#

(Must have a valid ID to work at event)

Illinois Tax ID

Name of Principal Owner

Name of Manager(s) at event

Primary Contact Information - Name

Cell Phone Number

Indicate Desired Location(s) A-F

(See pages 3-8)

Number of Spaces Requested &

Size

(Limit 3)

Additional Space Requirements

Please disclose the name(s) of the principal owner(s) and any managers who will work the 2013 Naperville Jaycees Last Fling event:

Names of Mangers & Owner(s) To Be Present at Event	Worked the Fling Before?		If Yes, under what Company Name?
	Yes	No	

Last Fling Food Vendor Agreement 2013

PREAMBLE

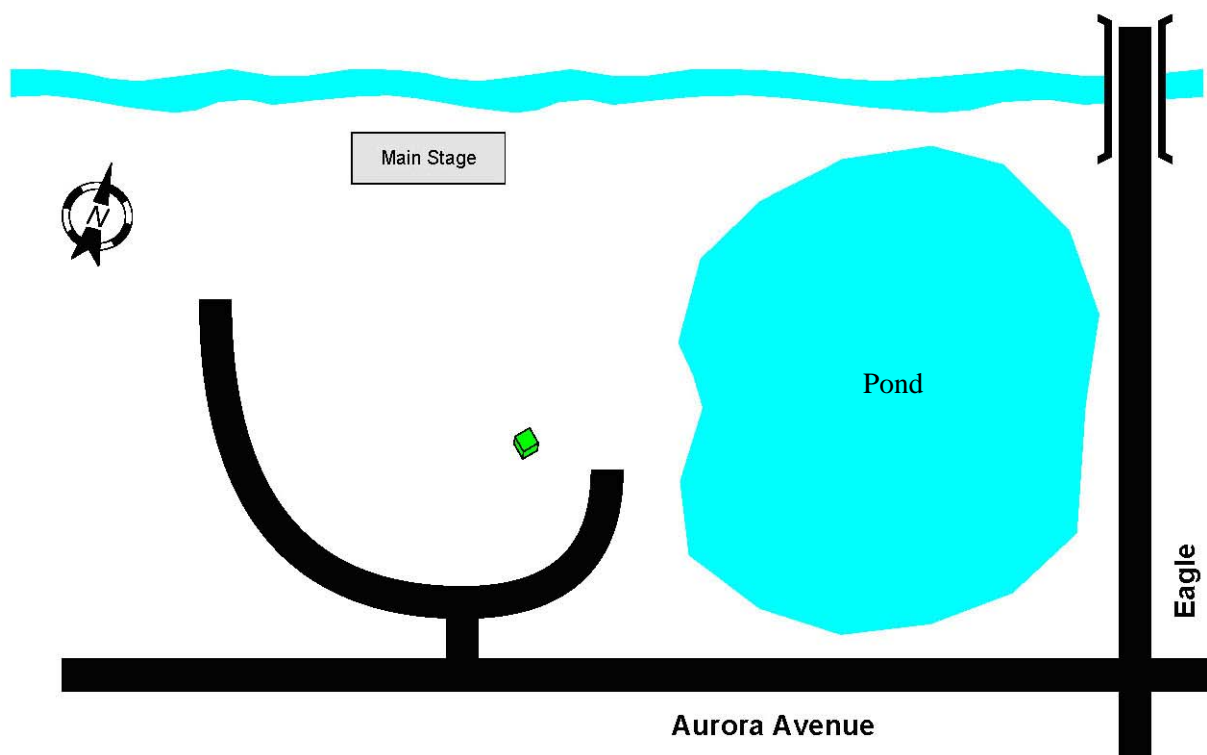
- A. The Last Fling is a Naperville community event organized and coordinated by the Jaycees for the benefit of the community that it serves. It is the goal of the Jaycees that the community be provided the broadest possible choice of food products with the smallest degree of duplication.
- B. The Jaycees 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 2013 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, August 30, 2013.
 - 1.1 Vendor agrees that the Jaycees shall have sole authority and discretion in the assignment of the spaces at the Last Fling.
 - 1.2 Booth tents, signs, tables, condiment tables, cooking equipment, or other items related to Vendor operation must not project past the provided protective ground barrier.
 - 1.3 Should Vendor require space outside the 10'x10' or 10'x20' tent allotments, Jaycees may provide said space at the rate of \$250 per linear foot (Exhibit B). This may apply to structures such as trailers with non-removable tongues and/or additional grill space. Vendor must report these requirements on page 1 of this document. Failure to communicate spatial requirements may result in fines to Vendor and/or loss of partial or full security deposit (Exhibit D).
 - 1.4 The Jaycees will not provide any items not specified in this Agreement in addition to Exhibit B (pg. 19).

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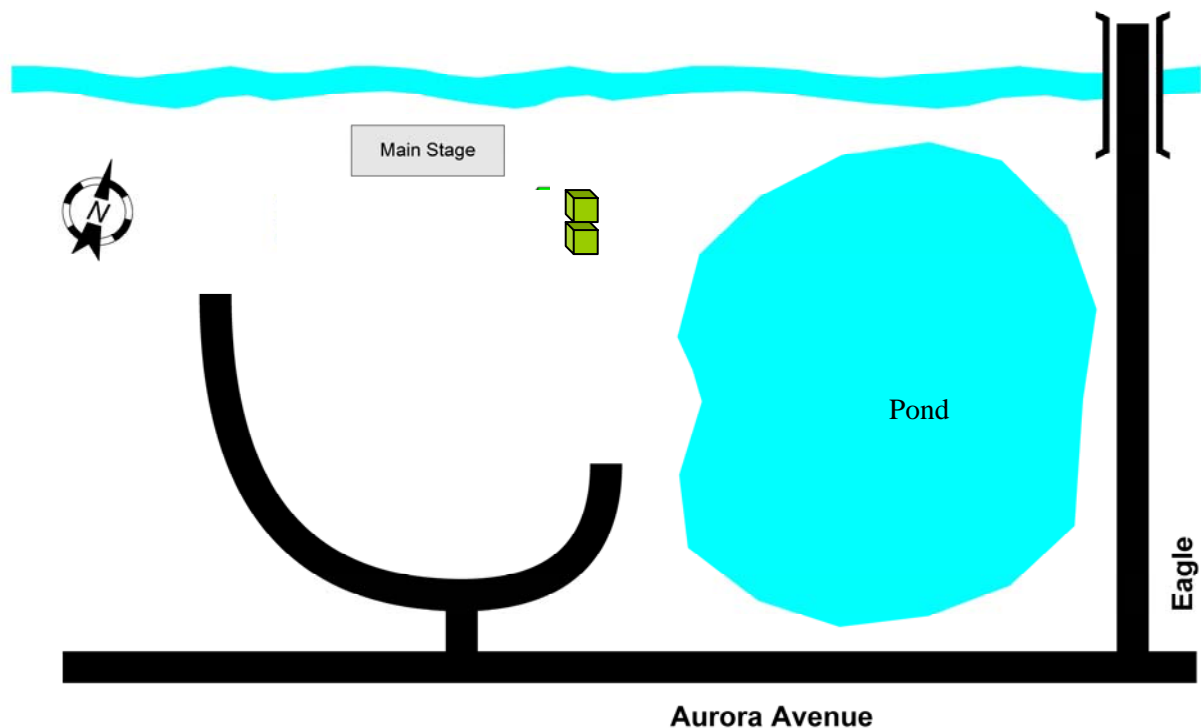
Location 'A' Main Stage Area – Top of Hill



Location Advantage:	On top of Rotary Hill, this is the first food location seen as patrons enter the main entertainment stage area.
Hours of Operation:	Friday, August 30, 2013 5:00 PM – 10:00 PM Saturday, August 31, 2013 3:00 PM – 10:00 PM Sunday, September 1, 2013 3:00 PM – 10:00 PM Monday, September 2, 2013 12:00 PM – 6:00 PM <small>*Monday selling optional this location *Times may change pending hill schedule</small>
Spots Available:	1
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 note 8)
Cooking:	Open-Flame Permitted (see note 7)
Max Food Items	Vendors exceeding 6 food items will be charged \$150 per additional item (see note 9)
Security Deposit:	\$600 (see note 3)
Cost:	\$3,100 (does not include deposit) (see note 11 for "Early Bird" pricing)

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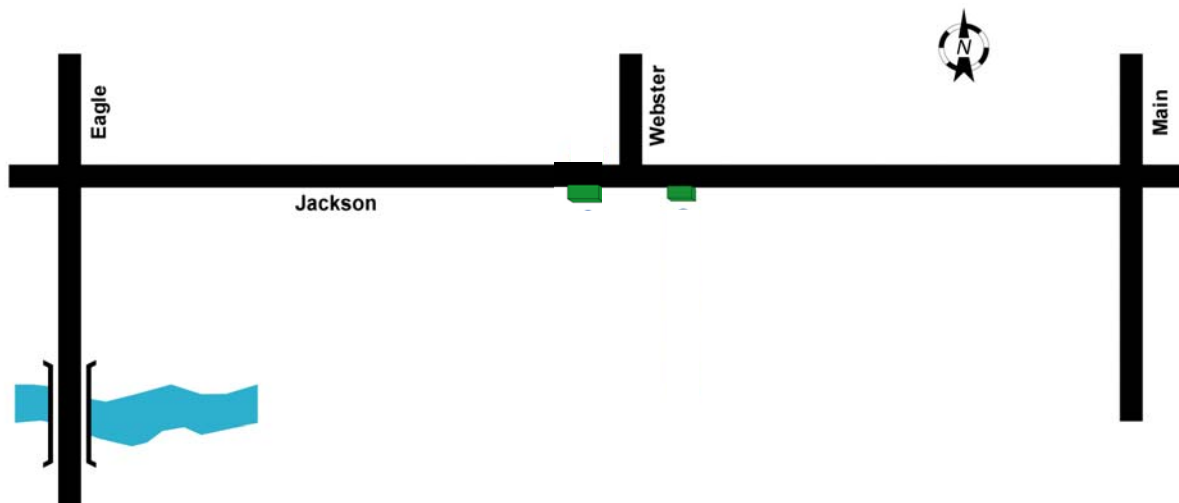
Location 'B' Main Stage Area – East Side



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, August 30, 2013 5:00 PM – 10:00 PM Saturday, August 31, 2013 3:00 PM – 10:00 PM Sunday, September 1, 2013 3:00 PM – 10:00 PM Monday, September 2, 2013 12:00 PM – 6:00 PM
Spots Available:	1-2 (dependent on tent(s) size)
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 note 8)
Cooking:	Open-Flame Permitted (see note 7)
Max Food Items	Vendors exceeding 6 food items will be charged \$150 per additional item (see note 9)
Security Deposit:	\$600 (see note 3)
Cost:	\$4,300 (does not include deposit) (see note 11 for "Early Bird" pricing)

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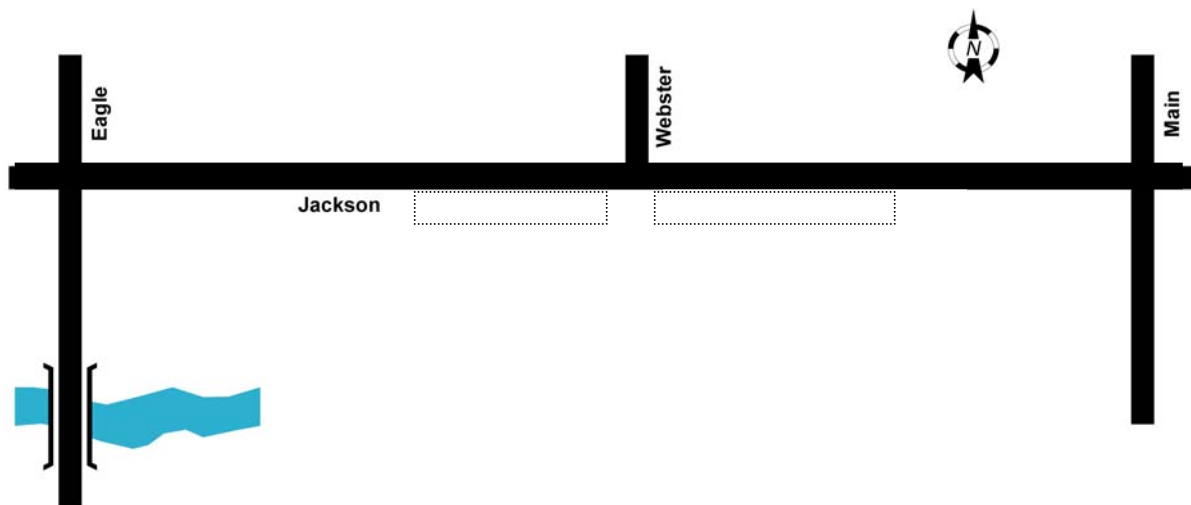
Location 'C' Jackson Street – Premium Spots (End Unit)



Location Advantage:	The corners of Jackson and Webster are historically the busiest and most lucrative Vendor locations the Fling has to offer.
Hours of Operation:	Friday, August 30, 2013 5:00 PM – 11:30 PM Saturday, August 31, 2013 10:00 AM – 11:30 PM Sunday, September 1, 2013 10:00 AM – 11:30 PM Monday, September 2, 2013 10:00 AM – 6:00 PM <small>*Times may change pending permit schedule</small>
Spots Available:	2
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 note 8)
Cooking:	Open-Flame Permitted (see note 7)
Max Food Items	Vendors exceeding 6 food items will be charged \$150 per additional item (see note 9)
Security Deposit:	\$600 (see note 3)
Cost:	\$4,500 (does not include deposit) (see note 11 for "Early Bird" pricing)

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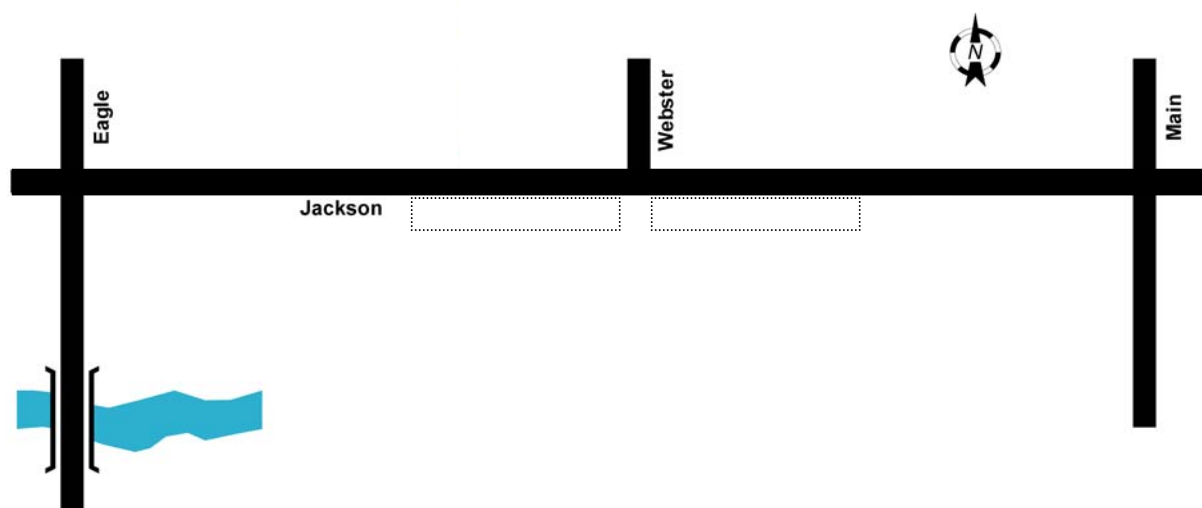
Location 'D' Jackson Street



Location Advantage:	Jackson Street is a major thoroughfare between the Carnival and Entertainment Stage
Hours of Operation:	Friday, August 30, 2013 5:00 PM – 11:30 PM Saturday, August 31, 2013 10:00 AM – 11:30 PM Sunday, September 1, 2013 10:00 AM – 11:30 PM Monday, September 2, 2013 10:00 AM – 6:00 PM <small>*Times may change pending permit schedule</small>
Spots Available:	~10
Space:	20' x 10'
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
Max Food Items:	Vendors exceeding 6 food items will be charged \$150 per additional item (see note 9)
Security Deposit:	\$600 (see note 3)
Cost:	\$3,500 (does not include deposit) (see note 11 for "Early Bird" pricing)

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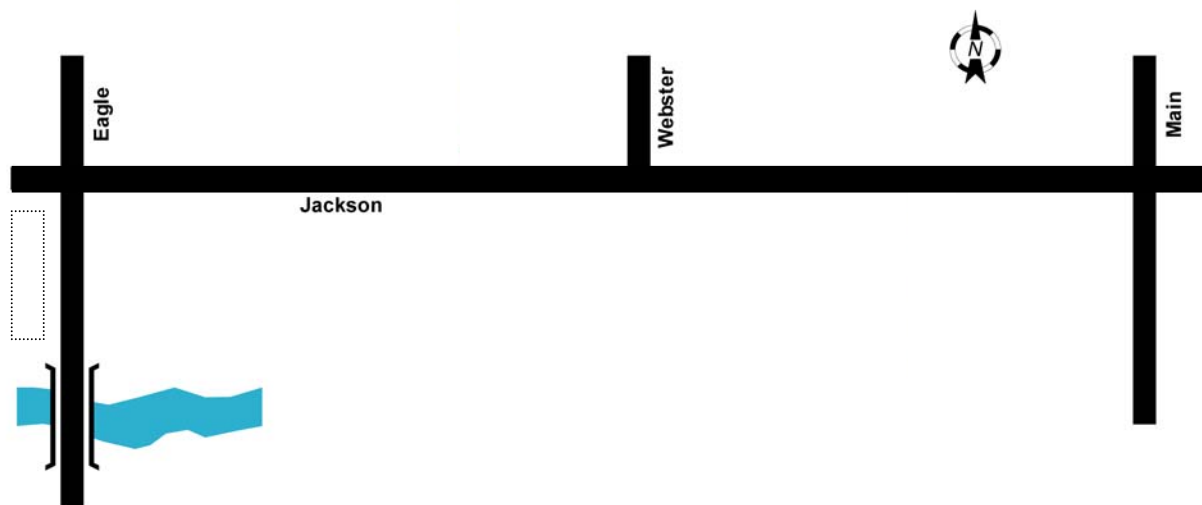
Location 'E' Jackson Street – Half Space



Location Advantage:	Jackson Street is a major thoroughfare between the Carnival and Entertainment Stage
Hours of Operation:	Friday, August 30, 2013 5:00 PM – 11:30 PM Saturday, August 31, 2013 10:00 AM – 11:30 PM Sunday, September 1, 2013 10:00 AM – 11:30 PM Monday, September 2, 2013 10:00 AM – 6:00 PM <small>*Times may change pending permit schedule</small>
Spots Available:	~10
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 note 8)
Cooking:	Open-Flame NOT Permitted (see note 7)
Max Food Items:	Vendors exceeding 3 food items will be charged \$150 per additional item (see note 9)
Security Deposit:	\$600 (see note 3)
Cost:	\$2,000 (does not include deposit) (see note 11 for "Early Bird" pricing)

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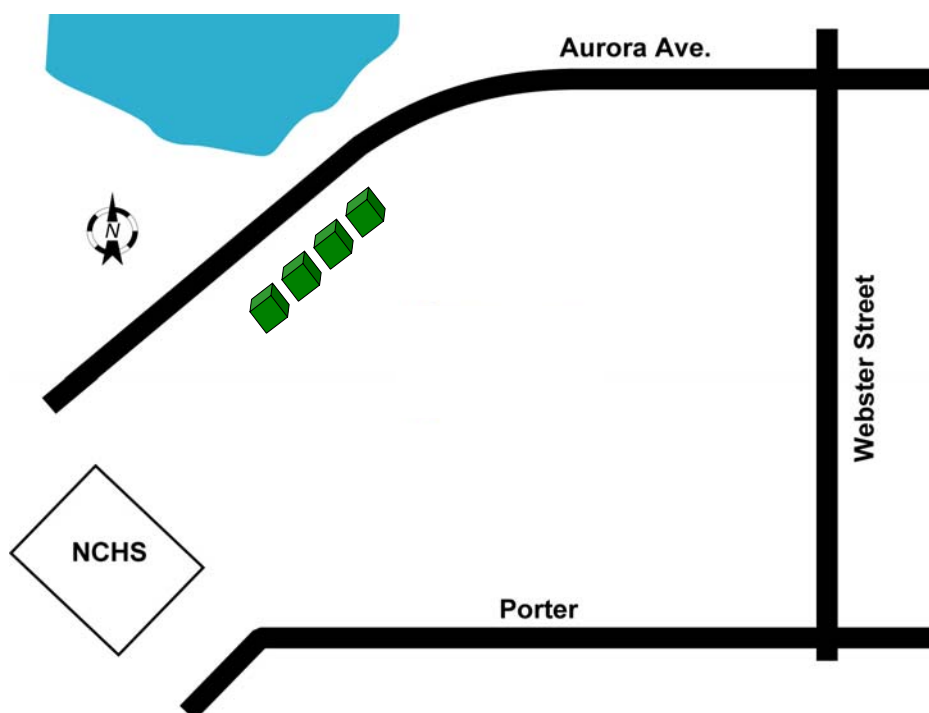
Location 'F' Eagle Street - Premium Spots



Location Advantage:	Eagle Street is a major thoroughfare between the Carnival or Entertainment Stage and Family Fun Land or Main Stage.
Hours of Operation:	Friday, August 30, 2013 5:00 PM – 11:00 PM Saturday, August 31, 2013 10:00 AM – 11:00 PM Sunday, September 1, 2013 10:00 AM – 11:00 PM Monday, September 2, 2013 10:00 AM – 6:00 PM
Spots Available:	2
Space:	10' x 10' (vendor must provide own, non-spiked tent)
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame NOT Permitted (see note 7)
Max Food Items:	Vendors exceeding 3 food items will be charged \$150 per additional item (see note 9)
Security Deposit:	\$600 (see note 3)
Cost:	\$3,000 (does not include deposit) (see note 11 for "Early Bird" pricing)

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Location 'H' Family Fun Land at Naper Settlement



Location Advantage:	Family Fun Land provides an entertainment venue for young people & families. These vendor spots will be at the Naper Settlement.
Hours of Operation:	<div style="text-align: center;"> Saturday, August 31, 2013 11:00 AM – 6:00 PM Sunday, September 1, 2013 11:00 AM – 6:00 PM Monday, September 2, 2013 11:00 AM – 4:00 PM <small>*Times may extend pending entertainment schedule</small> </div>
Spots Available:	4
Space:	10' x 20'
Electricity:	15 Amp, 110 Volt circuit provided. Additional available for fee. (see note 8)
Cooking:	Open-Flame Permitted (see note 7)
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 (see note 3)
Cost:	\$1,500 (does not include deposit) (see note 11 for "Early Bird" pricing)

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2 Rentals

- 2.1 **Ice Chests:** Ice chests may be available for an additional rental fee plus any electrical charges associated with said rental (note 8). Vendor must sign the appropriate Amendment at the Vendor Meeting if renting and/or buying.

Ice chest availability is subject to the ice vendor's inventory. Rentals must be requested in writing no later than August 1, 2013. Bags of ice may be purchased (without or in addition to ice chests) from the Jaycees. Pricing will be provided in the form of an Amendment to the contract at the Food Vendor Meeting. 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.

- 2.2 **Tents:** Tents may be available for rent from the Jaycees. The rental cost is \$250 per 10'x10' tent. *Tent rental requests must be submitted, in writing, prior to August 1 to be considered. All fees associated with tent rentals shall be paid no later than August 14, 2013.*

- 2.3 **Tables:** Tables may be available for rent from the Jaycees. The rental cost is \$10 per 2'x8' table

- 2.4 **Rental Prices:** are listed on Exhibit B (pg. 19). All rental fees must be paid by August 14, 2013. Vendor shall pay all costs resulting from damaged rental items (ice chest, tent, and table) to the rental provider.

3 **\$600 Security Deposit:** Vendor will pay a six hundred dollar (\$600.00) security deposit per each individual space for all spaces via cash or check (checks payable to NCCOI).

- 3.1 The deposit is refundable within sixty (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 condition. A full deposit will be returned unless the Vendor fails to perform clean up services and otherwise fails to perform any other obligation under this agreement. In the event that the Vendor fails to perform under this agreement, the Naperville Jaycees shall be allowed to retain the Vendor's security deposit and pursue any other remedies at law or in equity. Deposit shall be forfeit in the event of a Vendor "no-show".

- 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 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 (pg. 21) 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.

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

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Jaycees, this includes lemon shake-ups.

- 4.3 Carbonated beverages and bottled water will be available for purchase from the Naperville Jaycees. Pricing will be provided, in the form of an Amendment to the contract, at the Food Vendor Meeting.

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 Vendor agrees to fully comply with all requirements of the DuPage County Health Department.
- 5.3 Vendors preparing food must use fans to keep flies out and provide bee traps
- 5.4 Vendor must not smoke in their booth.
- 5.5 Vendor must provide hand-washing station with container to collect wastewater.
- 5.6 Vendor must not pour anything down storm sewers.
- 5.7 Vendor must obtain health and sanitation rules, regulations from and pay all fees to 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 as needed.
- 6.4 Jaycees will provide garbage dumpsters. Vendors are expected to remove all garbage from their vending location to designated areas within 30 minutes after closing.

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 tent or other structure is prohibited. All open-flame cooking must be at least five (5) feet away from all structures. If open-flame cooking space is required Vendor must choose locations to suit. Any open flame needs not specified until event may result in mandatory location change and additional costs to Vendor.
- 7.3 Vendor must maintain clearance of paper products and other combustible materials from heat producing appliances.

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- 7.4 Vendor tent, including side flaps, must be flame resistant and have appropriate ratings. Vendor must provide a Certificate of Flame Resistance for Vendor tent by the Food Vendor meeting on Wednesday, **August 14, 2013**. (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 (see exclusions Location F)).
- 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 one (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 the Food Vendor meeting.
- 7.12 Vendor agrees to list fuel source for cooking on Exhibit A (pg, 18) along with the size of the fuel container(s), where applicable.
- 7.13 Vendors on Jackson Street shall keep sidewalks clear of all objects at all times as this area is considered an emergency exit path.

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 (pg. 20), attached hereto. Should the Vendor require an additional 110-volt, 15 amp circuit, the Vendor agrees to pay the additional flat fee of two hundred fifty dollars (\$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 included 110 volt, 15 amp circuit (included in space rental fee) 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 the final installment of the space fees (August 14, 2013).
- 8.3 Any electrical needs not listed in Exhibit C, ordered late or day of the event, if available, will be charged to the Vendor at a rate of four hundred dollars (\$400) per 110-volt, 15 amp circuit (4 plugs) outlet, plus the electrician charges payable prior to installation. **Late and "day of event" payments must 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 supplies are 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

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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, pg. 18) must accompany the signed contract. Vendor agrees to sell only those item(s) 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 Vendor will sell only the food items listed in Exhibit A, attached hereto, at the Last Fling.
 - 9.2 Jaycees have the sole authority to sell bratwursts and hotdogs at the Last Fling. Vendors operating from a half space (10' x 10') will be limited to three non-cooking food items.
 - 9.3 Vendors with more than 6 food items will be charged an additional one hundred fifty dollars (\$150.00) per food item.
- 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 six hundred dollar (\$600) refundable security deposit must be submitted with this completed contract to hold your space and cover any incidentals. The six hundred dollars (\$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 Wednesday, August 14, 2013. If full payment is not received by 11:59p.m. on August 14, 2013 an additional fee of two hundred fifty dollars (\$250) 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 ("Credit Card Charge Authorization" form attached). Checks should be made payable to NCCOI.

The Naperville Jaycees will deliver a fully executed contract upon its acceptance.

- 11 **NEW "Early-Bird" Advantage:** If Vendor pays balance due (all installments, rentals, security deposit and all other fees) by June 1, 2013 a 10% space rental discount will apply. Pricing break-down is as follows:

Location "A": 'early-bird' price + deposit = \$3,390 vs. full price + deposit = \$3,700
Location "B": 'early-bird' price + deposit = \$4,470 vs. full price + deposit = \$4,900
Location "C": 'early-bird' price + deposit = \$4,650 vs. full price + deposit = \$5,100
Location "D": 'early-bird' price + deposit = \$3,750 vs. full price + deposit = \$4,100
Location "E": 'early-bird' price + deposit = \$2,400 vs. full price + deposit = \$2,600
Location "F": 'early-bird' price + deposit = \$3,300 vs. full price + deposit = \$3,600
Location "H": 'early-bird' price + deposit = \$1,950 vs. full price + deposit = \$2,100

Attention: Submissions must be postmarked June 1, 2013 to be eligible for "early-bird" pricing. Submissions postmarked after June 1, 2013 will be charged for the space rental in full.

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- 12 **Hours of Operation:** Vendor agrees to comply with the schedules for the operation of its food booth as stated per the maps above.

12.1 Upon arrival Vendors shall obtain Jaycee Food Vendor Chairperson approval before set up. Vendor may not set up their booth until 11:00 AM on Friday, August 30, 2013. Break-down shall be no earlier than 6:00 PM on Monday, September 2, 2013 or after the event has been cleared by the Naperville Police Department, whichever is later.

***Please note:** Check out time for location H (Family Fun Land) is Sunday, September 2, 2013 after 4:00pm and location A-B Main Stage Area is Sunday, September 1, 2013 after 10:00 pm.*

12.2 Vendor shall have a representation onsite for inspection by the DuPage County Health Department on Friday, August 30, 2013, at a time to be specified by the Health Department, sometime between 12:00 p.m. and 4:00 p.m.

12.3 Vendor may not leave the premises prior to Vendor checkout and walkthrough procedure, turn in of applicable tax forms, and sign-off by an authorized representative of the Naperville Jaycees. This procedure verifies the street has been properly cleaned and cleared of all items relating to said Vendor.

- 13 **Miscellaneous:** Vendor also agrees to:

13.1 Provide its own signage: identifying its operation and abiding by the Jaycees' regulations regarding placement and size of such (see note 1.4). All banners or posters must be inside the Vendor's space.

13.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operations.

13.3 Clean and secure the Vendors space each night (Jaycees do not supply separate security).

13.4 Comply with all arrangements made by the Jaycees for removal of grease (if applicable) and waste from the site (see note 6).

13.5 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.

13.6 File and pay all food and beverage taxes due to the City of Naperville ("Food & Beverage Tax Registration" form attached).

13.7 File the appropriate Illinois sales tax return forms with the Illinois Department of Revenue after the event. W-9 forms shall be available at the Food Vendor Meeting.

13.8 All Vendors must attend the Food Vendor Meeting on **Wednesday, August 14, 2013 at 7pm.**

- 14 **Insurance:** Vendor agrees to provide to the Jaycees on or before August 14, 2013 a current certificate of insurance, which shall be effective for the dates of the 2013 Last Fling.

14.1 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).

14.2 The certificate will provide a waiver of subrogation and thirty (30) days cancellation notification. The Naperville Jaycees, the Naperville Community Charitable Organization, Inc., the City of Naperville,

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Nichols Library, Naper Settlement, Naperville Heritage Society, and the Naperville Park District shall be included on said certificate as additional insured's.

- 15 **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.
- 16 **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.
 - 16.1 Failure on the Vendor's part to comply with these measures shall be a breach of this agreement.
 - 16.2 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.
- 17 **Failure to Perform:** Vendor agrees that all fees paid to the Jaycees (excluding deposit) are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of contract.
 - 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. Vendor "no-show" is considered breach of contract and is therefore subject to loss of any and all deposits and/or fees submitted.
- 18 **Failure to Disclose:** Vendor agrees that all fees paid to the Jaycees are non-refundable (excluding deposit), and that failure on the Vendor's part to disclose completely and truthfully the information requested in this agreement shall be a breach of contract.
 - 18.1 In the event of breach by Vendor, the Jaycees shall be entitled to terminate this contract and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this agreement.
- 19 **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.
- 20 **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.

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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 a \$600 deposit is received and 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.

**Fax or email agreement, insurance information and W9 form to:
630-566-5181 or naperlastfling@gmail.com**

Mail payment to:

**Naperville Jaycees Last Fling
PO Box 2372
Naperville, IL 60567-2372**

Last Fling Food Vendor Agreement 2013

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) for a 10x20 space and an extra charge for each item of food after 3 food items (\$150.00 per food item) for a 10x10 space.

Vendor Name: _____

Last Fling Food Vendor Agreement 2013

EXHIBIT 'B'

(Rental Requirements & Fee Itemization)

	Rental Item	Quantity	Cost	Total
1	Space #1 Location ()	1		
	Less 10% "Early-Bird" Discount (If received prior to June 1, 2013)			
2	Space #2 Location ()	1		
	Less 10% "Early-Bird" Discount (If received prior to June 1, 2013)			
3	Space #3 Location ()	1		
	Less 10% "Early-Bird" Discount (If received prior to June 1, 2013)			
4	10' x 10' Tent Rental ***Tent rental requests must be submitted, in writing, prior to August 1 to be considered**		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	(Copy line 24 Exhibit C)
8	Additional Menu Items (See Exhibit A)		x \$150	
9	Additional Linear Foot of Space		x \$250	
10				
13				
14				
15				
Total				\$

Vendor Name: _____

Last Fling Food Vendor Agreement 2013

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: _____

Last Fling Food Vendor Agreement 2013

EXHIBIT 'D' Penalties & Violations

	Violation	Penalty per violation
1	Trash in booth space during/after check out	\$250
2	Equipment remaining in space during/after check out	\$150
3	Tar Paper remaining in space during/after check out	\$100
4	Spatial requirements not properly represented in contract	\$300 per foot
5	Sold food items not listed on or at prices not disclosed in Exhibit A :	\$200 per item
6	Used but did not purchase additional electricity	\$500 per 15 amp circuit
7	Damaged rented tent, table, or ice chest	Pay charge from rental company
8	Spilled grease or incorrect disposal of said grease	\$250 per incident
9	Spilled grey water or incorrect disposal of said grey water	\$25 per incident
10	ANY health code violation	Cease operations at Health Code Inspectors discretion
11	ANY fire code violations	Cease operations at Fire Code Inspectors discretion
12	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 18 of this agreement)

Fax or email agreement, insurance information and W9 form to: 630-566-5181 or naperlastfling@gmail.com

Mail payment to: Naperville Jaycees Last Fling, PO Box 2372, Naperville, IL 60567-2372