

WHEREAS, the **Foundation** is sponsoring a certain event called “Taste of Polonia” (the **Festival**) featuring ethnic foods, arts, crafts, products for sale and entertainment during the period **September 4th, through and including September 7th, 2020**; and
WHEREAS, the **Vendor** is desirous of participating in such Festival and by signing this Agreement makes application to the **Foundation** to participate therein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto as herein contained and in consideration of the **Foundation** granting to the **Vendor** the right to participate in said Festival and to operate and maintain a food retail sale area at the Festival, it is agreed by and between the parties as follows:

1. DEFINITIONS

- (a) **Food Vendor** shall mean any person, combination of persons or corporation, including his, her, their or its employees, servants, volunteer helpers or any other person under his, her, their or its direction, control or supervision selling, giving away or in any manner dispensing food on the premises of the Festival.
- (b) **Alcoholic Beverages** shall mean beer, wine, scotch, bourbon, vodka, brandy, cognac and any other drink or beverage with any alcoholic content.
- (c) **Soft Drink** shall mean any drink or beverage not containing any alcohol including, but not limited to, soda, water, juice, coffee or tea.
- (d) **Employee** shall mean any person who is the employee, servant, volunteer helper or any other person under the direction, control or supervision of the **Vendor**.

2. INDEPENDENT CONTRACTOR STATUS

- (a) **Vendor** recognizes and agrees that all of his, her or its employees are not the employees of the **Foundation** and that all claims of **Vendor's** employees for benefits under any Workmen's Compensation law are the responsibility of the **Vendor**; and **Vendor** will save and hold harmless the **Foundation** from and against any and all such claims and that any sums paid or required to be paid by the **Foundation** to or for the benefit of such employee of **Vendor** will be fully repaid and reimbursed to the **Foundation** and its insurance carrier; and the **Vendor** does hereby grant and give to the **Foundation** and its insurance carrier full and unencumbered rights of subrogation against the **Vendor** on account of any such sum paid or required to be paid by the **Foundation** or its insurance carrier.
- (b) **Vendor** recognizes and agrees that he, she or it is an independent contractor and has no direct or indirect authority from the **Foundation** by this Agreement or otherwise to act as the agent of the **Foundation** to bind or obligate the **Foundation** or to act on its behalf for any purpose.
- (c) **Vendor** agrees that nothing in this Agreement shall be deemed to create a joint venture or principal-agent relationship between the **Foundation** and the **Vendor** and neither party shall hold itself out in any advertising, promotion or in any other manner which would in any way indicate or give the impression of any such relationship with the other.

3. SPACE AND PAYMENT

- (a) **Vendor** will pay the **Foundation** the sum listed for the items set forth on **Appendix “A”** attached hereto, made a part of and incorporated herein in its entirety by this reference. **SUCH SUM WILL BE PAID ON OR BEFORE August 1st, 2020.**
- (b) Such sum set forth on **Appendix “A”** will secure for **Vendor** only that Space
- (c) If **Vendor** should not make the aforesaid payment by the date set forth above, the **Foundation** shall have the option to declare this Agreement null and void and assign **Vendor's** Space to another party.
- (d) If after making the aforesaid payment, **Vendor** withdraws from participation in the Festival, such payment will be considered forfeited to the **Foundation** in its entirety and no part of such payment shall be refunded to the **Vendor**. The **Foundation** may, at its option, transfer use of and access to the **Vendor's** Space to another party.
- (e) **Vendor** may not, without specific authorization and permission from the **Foundation**, maintain in **Vendor's** Space, or anywhere on the grounds of the Festival, any gasoline powered equipment, charcoal grills or other smoke generating equipment. No 110-volt electrical equipment exceeding **15 amps** will be allowed under any circumstances. No 220-volt equipment is allowed, and no 220 power is provided.
- (f) If said **Vendor** closes business before the end of the Festival, a **\$250.00** per day penalty will be deducted from the gross total due **Vendor**.

4. FOOD SALES — PAPER TICKETS AND PAYMENTS

- (a) For the sale of food items, the **Vendor** will accept only **paper tickets** furnished by and sold exclusively by the **Foundation**. **Vendor** will not accept any cash for any sales. If **Vendor** is found taking cash a **\$200.00** penalty will be deducted from the gross total due **Vendor**.
- (b) **Paper tickets** will be sold exclusively by the **Foundation**. **Vendor** will not sell any **paper tickets** for cash or for any other item of value.
- (c) In the event **Vendor** violates the provisions of Subsections 4(a) or 4(b) above, **Vendor** may be immediately expelled from any further participation in the Festival and upon notification of same, **Vendor** will immediately remove from **Vendor's** Space all unsold food and all equipment (other than equipment set forth in **Appendix “A”**). Should **Vendor** fail to remove such equipment and unsold food upon demand to do so, the **Foundation** is authorized and empowered to remove the same and the **Foundation** will not be liable or responsible for any damage to any of **Vendor's** equipment (regardless of how acquired by **Vendor**), or the spoilage of any unsold food items. **Vendor** does hereby agree to save and hold harmless the **Foundation**, and its Officers and Directors personally, from any and all claims on account of any such damage or spoilage.
- (d) In the event **Vendor** violates the provisions of Subsections 4(a) or 4(b) above, and in addition to the remedy set forth in Subsection 4(c), **Vendor** forfeits to the **Foundation** all sums otherwise due **Vendor** on account of all prior sales by **Vendor**.

- (e) **Vendor** will deposit paper tickets only at the designated **Foundation** office on the premises of the Festival no later than two (2) weeks after the end of the Festival.
- (f) **Twenty percent (20%)** of the dollar value of all paper tickets deposited by the **Vendor** will be retained by the **Foundation**. This sum is in addition to the Space fee specified in Section 3 hereof, all penalties assessed against **Vendor**, and other sums as set forth in Section 15 or otherwise. The dollar value of the remaining **eighty percent (80%) less any deductions therefrom as permitted by this Agreement**, will be paid to **Vendor** within **ten (10) working days** of **Vendor's** final deposit of paper tickets. Such payment by the **Foundation** will be by check made payable to **Vendor** in the name and manner as set forth on the first page hereof.

5. SECURITY

The Foundation provides security for the grounds 24 hours a day for the duration of the Festival. The **Foundation** cannot provide individual security to guard a specific individual vendor's items. The **Vendor** is solely and exclusively responsible for properly securing Vendor's equipment (whether owned, leased or rented), as well as any other related supplies food and/or food items, paper tickets, money, clothing, personal effects, and all items set forth in Appendix "A" **Vendor** does hereby release and absolve the **Foundation**, its Officers and Directors personally, and all members of all Festival committees personally, from any and all claims or liabilities on account of any loss, theft or damage to any such equipment, supplies, food and food items, paper tickets, money, clothing, personal effects and all other related items.

6. EQUIPMENT PROVIDED TO VENDOR

- (a) **Vendor** is liable to the **Foundation** for all damage to or loss of all items provided to Vendor by the **Foundation** including, but not limited to, supplies, electrical equipment, tables and chairs. Further, **Vendor** assumes full responsibility and liability for any and all damage due to loss or theft of any equipment or other property owned, leased or rented by **Vendor**, or supplies purchased or received by Vendor on consignment or otherwise, and for any and all damage to, loss or theft of any property or equipment rented, leased or provided by the **Foundation** and used by **Vendor**.
- (b) If any such items are lost, stolen or damaged, the cost of the repair or replacement of the same will be deducted from the security deposit. In the event the cost of such repair or replacement will exceed the amount of security deposit, **Vendor** will be responsible to cover the remaining amount within 48 hours after receiving an invoice from Copernicus Foundation.
- (c) If any sum is withheld from **Vendor** pursuant to Section 6(b) hereof, such sum may be so withheld until such time as the cost of any such repair or replacement is known to the **Foundation**. At such time, the amount equal to the cost of such repair or replacement will be forfeited by the **Vendor** to the **Foundation** and any balance due to the **Vendor** from the amount initially withheld will be refunded to Vendor within ten (10) working days. No interest will be paid to the **Vendor** on account of any sums withheld from Vendor pursuant to the provision hereof.

7. FOOD ITEMS AND PRICES

The **Foundation** and **Vendor** agree that the **Vendor** will sell only the items listed on Appendix “B” attached hereto, made a part hereof and incorporated herein in its entirety by this reference. **Vendor's completed Appendix “B” must be returned to the Foundation on or before June 30th.** If the required documentation is not received by the stipulated deadline, the **Foundation** may terminate this Agreement and all sums heretofore paid by **Vendor** will be forfeited to the **Foundation**, and the Space otherwise reserved to **Vendor** may be assigned to another person.

8. ALCOHOLIC BEVERAGES

Vendor may not sell, give away or in any manner dispense alcoholic beverages to any person. All alcoholic beverages will be sold exclusively by the **Foundation**.

9. SOFT DRINKS

- (a) The **Foundation** will be the exclusive soft drink provider (including water) for the Festival.
- (b) **Vendor** will not serve, sell or dispense soft drinks any or other liquid drink.

10. VENDOR LOCATION AND SANITATION

- (a) The location of the **Vendor's** Space on the premises of the Festival will be made at the sole and exclusive discretion of the **Foundation** on a first come/first served basis based upon both the execution of this Agreement and payment of the sum set forth in Section 3 hereof.
- (b) In the event that more than one vendor simultaneously executes and submits a Food Vendor Agreement with the payment required by Section 3, then the determination of any space assignment will be made by the drawing of lots.
- (c) **Vendor** is responsible for maintaining **Vendor's** Space in a clean and sanitary condition.
- (d) The determination of whether the **Vendor** is in compliance with Subsection 10(c) above will be made by the **Foundation** in accordance with reasonably accepted standards of sanitation in the dispensing of food in accordance with the regulations of the Chicago Board of Health. If **Vendor** should not comply with the directives of the **Foundation** in this regard, **Vendor** will be in violation of this Agreement and the **Foundation** may terminate this Agreement and **Vendor** may be immediately expelled from any further participation in the Festival and avail itself of remedies by reason thereof pursuant to Sections 15 and 16 hereof.
- (e) **Under no circumstances will Vendor dispose of oil, grease or water on Foundation grounds. Any violation of this provision will result in a fine of \$250 per occurrence which will be deducted from the security deposit.**

11. LICENSE AND INSURANCE

- (a) **On or before August 1st, 2020 Vendor will deliver to the Foundation all of the following:**
 - 1. Certificate of Insurance for general liability and food service liability in an amount of not less than \$250,000.00 per person and \$1,000,000.00 per occurrence naming the COPERNICUS FOUNDATION as an Additional Insured;
 - 2. Evidence of a Certificate of Insurance for Workmen's Compensation liability in the minimum amounts required by law; and
 - 3. Certified copy of Vendor’s valid current Special Event Food Vendor's License issued by the City of Chicago. It is recommended by the City to have more than one certified individual and at least one certified individual should be present at all times during the Festival.
- (b) All Certificates of Insurance and Licenses must be valid for and cover the entire period of the Festival.
- (c) The cost of all insurance and licenses will be paid entirely by **Vendor**.

12. TAXES

Vendor is solely and exclusively liable for the collection and payment of any and all sales taxes, retailer’s occupation taxes and all other taxes assessable by any governmental agency or unit of government by reason of **Vendor's** sales during the period of the Festival.

13. COMPLIANCE WITH LAWS AND FOUNDATION DIRECTIVES

Vendor will comply with all laws, ordinances and regulations of all units and agencies of federal, state, county and city governments, as well as all directions and instructions of the **Foundation**.

14. LOCATION AND HOURS OF OPERATION

- (a) The Festival will be on the grounds and property of the Copernicus Cultural and Civic Center, located at 5216 West Lawrence Avenue, Chicago, Illinois 60630, plus adjacent parking areas and streets
- (b) The period of the Festival will be those dates and hours set forth below. **Vendor’s** Space must be open and operational continuously and without interruption for the sale of food and soft drinks during the following periods:

Friday, September 4th	5:00 PM - 10:30 PM
Saturday, September 5th	12:00 Noon - 10:30 PM
Sunday, September 6th	12:00 Noon - 10:30 PM
Monday, September 7th	12:00 Noon - 9:30 PM

or such ending times as prescribed by City officials.

15. DEDUCTIONS

- (a) There may be deducted from any amount otherwise due to **Vendor** all sums for any of the following:
1. All taxes which may be due and payable by **Vendor** on account of **Vendor's** sale of food or soft drinks during the Festival;
 2. All penalties assessed against **Vendor**; and
 3. All other amounts for which **Vendor** and/or the **Foundation** may be liable on account of the actions or inactions of **Vendor**.
- (b) In the event that the amount of claimed or potential liability is not known at the time payment of the sums due to **Vendor** is to be made, the **Foundation** may, at its option, withhold from **Vendor** an amount equal to twenty-five percent (**25%**) of the gross amount otherwise due to **Vendor**, pursuant to Subsection 4(f) hereof.

If any sum is withheld from **Vendor** pursuant hereto, said sum may be so withheld until such time as the actual amount of liability is determined and known to the **Foundation**. At such time, the amount of such liability will be forfeited by **Vendor** to the **Foundation** and any balance due to **Vendor** from the amount initially withheld will be refunded to **Vendor** within seven (7) working days. No interest will be paid to **Vendor** on account of any sums withheld from **Vendor** pursuant to any provision of this Agreement.

16. TERMINATION AND EXPULSION

- (a) This Agreement may, at the option of the **Foundation**, be immediately terminated in the event **Vendor** violates any provision hereof.
- (b) If this Agreement is terminated by the **Foundation** for the violation of any term hereof during the period of the Festival, **Vendor** may be immediately expelled from further participation in the Festival. Upon notification of the same, **Vendor** will immediately remove from **Vendor's Space** and the Festival grounds all of **Vendor's** unsold food and all equipment (other than items set forth in **Appendix "A"**).
- (c) If **Vendor** fails to remove any such equipment and/or unsold food upon demand to do so, the **Foundation** is authorized and empowered to remove the same and the **Foundation** will not be held liable or responsible for any damage to any of **Vendor's** equipment, regardless of how such equipment was acquired by **Vendor**, or for the spoilage of any unsold food. **Vendor** does hereby agree to save and hold harmless the **Foundation**, and its Officers and Directors personally, from any and all claims on account of any such damage or spoilage.

17. NOTICES

- (a) All documents or notices required to be delivered to the **Foundation** shall be delivered or otherwise directed to the following address:

Copernicus Foundation
TASTE OF POLONIA FESTIVAL
5216 W Lawrence Ave.
Chicago, Illinois 60630

- (b) All notices to be sent to **Vendor** will be delivered or otherwise directed to the address stated on the first page hereof.

18. MISCELLANEOUS

- (a) Any word in the text of this Agreement shall be read and construed in the singular or the plural and as the masculine, feminine or neuter gender, as may be appropriate under the circumstances then existing.
- (b) The captions contained in this Agreement are for convenience only and do not limit or define the scope or effect any provisions hereof.
- (c) This Agreement and all of its terms and provisions will be interpreted and enforced in accordance with the laws of the State of Illinois.
- (d) Any provision or combination of provisions of this Agreement, which may be held or found invalid, shall not affect the validity of any other provisions.
- (e) **Vendor** agrees to save and hold harmless the **Foundation**, and all of its Directors and Officers personally, and all members of all Festival committees personally, from and against any and all liabilities and claims resulting from the actions or inactions of **Vendor**. **Vendor** agrees to reimburse the **Foundation**, and its Officers and Directors personally, and all members of all Festival committees personally, any and all sums paid by it or them on account of any such liabilities and claims, including attorney's fees and costs. Further, **Vendor** does hereby grant and give to the **Foundation**, and its Officers and Directors personally, and all members of all Festival committees personally, full and unencumbered rights of subrogation resulting from any such liabilities and claims.

Signed at Chicago, Illinois on _____.
(Write date)

COPERNICUS FOUNDATION

VENDOR

(Please sign here)

APPENDIX "A"

FOOD VENDOR: _____ Booth No. _____

SPACE & ELECTRIC – THIS PART IS MANDATORY!

UNCOMPLETED APPLICATIONS WILL NOT BE ACCEPTED!

(a) Food Tent:

Food Truck - \$500 _____	Tent sides (\$10ea): _____
10ft x 10ft - \$1,000 _____	Tent - Back (\$15): _____
10ft x 20ft - \$1,250 _____	Counter Tops (\$5ea): _____ Height: _____
15ft x 30ft - \$1,750 _____	

(b) 110 (15 amp) Electric Power requested - Three 15 amp circuits included; additional circuits = \$50.

NUMBER OF ADDITIONAL OUTLETS: _____

Please list ALL electrical equipment you will be using and insert number if more than one. YOU WILL ONLY BE ABLE TO USE THE ELECTRIC POWER THAT YOU PAID FOR.

ANY UNREPORTED ELECTRICAL USAGE WILL BE DISCONNECTED:

Refrigerator(s) _____	Hot Lamp(s) _____
Oven(s) _____	Grill(s) _____
Warmer(s): _____	Crock Pot(s) _____
Mixer(s) _____	

ALL other electrical equipment: _____

(c) A \$500 deposit will be held to ensure proper garbage disposal and clean up.

(d) TABLES and CHAIRS (in addition to what is provided)

- (1) _____ Tables (6 ft.) @ \$12.00 each (3 included)
- (2) _____ Folding Chairs @ \$7.00 each (6 included)

COPERNICUS FOUNDATION

VENDOR

By: _____

(Please sign here)

DATE _____

DATE _____

Space/Tent Fee: _____

Security Deposit (refundable): _____

Additional Electric Power: _____

Additional Equipment: _____

TOTAL: \$ _____

Deposit \$ _____

Paid on _____ Check # _____

BALANCE DUE \$ _____

Paid on _____ Check # _____

(By August 1st)

Please note:

- Space assignments will be made on a first come/first pay preference.
- This application will not be accepted for processing or location selection without payment.
- Licensing, Insurance, and Balance are due on or before **August 1st**
- Appendix “B” must be returned no later than **June 30th**

APPENDIX "B" – Returned by June 30 or earlier.

VENDOR: _____ **Booth No.** _____

Your menu items will be listed on our website. Please print clearly.

FOOD ITEM

PRICE

- | | |
|-----------|----------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |
| 5. _____ | \$ _____ |
| 6. _____ | \$ _____ |
| 7. _____ | \$ _____ |
| 8. _____ | \$ _____ |
| 9. _____ | \$ _____ |
| 10. _____ | \$ _____ |

COPERNICUS FOUNDATION SIGNATURE

DATE

FOOD VENDOR SIGNATURE

DATE

(Please sign here)

(Write date)