



## 2023 TASTE OF POLONIA FESTIVAL RETAIL MERCHANDISE VENDOR AGREEMENT

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[www.TOPchicago.org](http://www.TOPchicago.org)

This Retail Merchandise Vendor Agreement (“Contract”) is entered into the day and year stated below by and between **The Copernicus Foundation**, 5216 West Lawrence Avenue, Chicago, Illinois 60630, a charitable not-for-profit organization (“The Copernicus Foundation”), and the vendor named below (the “Vendor”) for rental of designated space for Vendor’s sole use (the “Space”) for the term of the 2023 Taste of Polonia event. Vendor certifies that Vendor is primarily offering retail merchandise for sale at this event.

Non-Retail or Corporate vendors, i.e., insurance, banks, associations and non-retail sales must use the Corporate Vendor form. To obtain our Corporate Vendor form, please contact our office or send an email to [festival@copernicuscenter.org](mailto:festival@copernicuscenter.org)

### **Section 1. The Taste of Polonia Event**

Dates: September 1<sup>st</sup>, 2023 – September 4<sup>th</sup>, 2023

Times: Friday: 5pm-10:30pm, Saturday-Sunday: 12pm-10:30pm Monday: 12pm – 9:30pm

### **Section 2. Vendor**

VENDOR NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MOBILE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Website: \_\_\_\_\_ IBT #: \_\_\_\_\_

### **Section 3. Grant of Space**

Upon acceptance of this Contract and receipt of the required payment, The Copernicus Foundation will grant Vendor the right to use a designated space (the "Space") during the 2023 Taste of Polonia Festival. This Contract does not create an employee-employer relationship between the parties; Vendor is solely responsible for all activities within the Space.

**Fee: Standard Booth - \$900                      Premium Booth (CORNER) - \$ 1,000**

Includes:        1 - 10' x 10' covered space with lighting  
                      2 - 6 ft banquet tables  
                      2 - folding chairs

**Please notes that all tables and chairs must stay within the boundaries of each booth.**

Electrical power can be made available only in certain areas. It cannot be provided unless specifically requested and ordered prior to the event. Each 15amp circuit will cost \$15.

Circuits requested: \_\_\_\_\_ x \$15 = \$ \_\_\_\_\_.

Premium Booths:

Booths are reserved for Main Festival Sponsors:

Standard Booths: all remaining numbers

### **Section 4. Laws and Permits**

- A. Vendor must comply with all relevant local codes and regulations, and state and federal laws with regard to the use of the designated Space.
- B. Vendor is responsible for obtaining and paying for any and all business licenses, permits, and taxes that are required for its operation, including city, county and state sales taxes.

### **Section 5. Vendor Responsibilities; Vendor Conduct; Use of Space**

- A. Vendor is responsible for all sales taxes on items sold and for reporting and paying sales taxes to the appropriate government agencies.
- B. Vendor is responsible for the security and safety of Vendor's equipment, monies, supplies, and related items.
- C. The Copernicus Foundation will not redeem any paper tickets for the sale of Vendor's merchandise.

- D. Vendor's use of the Space is non-transferable. Vendor may not allow anyone else to use the Space without the prior express permission of The Copernicus Foundation.
- E. Vendor is prohibited from taping, stapling, nailing, hanging or attaching, in any manner whatsoever, items to the tent and shall be held liable for any damage to the tent, frame or canopy.

**Section 6. Indemnification and Release**

For good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, Vendor hereby agrees to release and hold The Copernicus Foundation, its officers, directors, employees, and agents harmless from any and all claims arising from any injuries, losses or damages, whether to person or property, caused by the negligence of Vendor, its employees and agents. Further, Vendor agrees to indemnify and hold The Copernicus Foundation harmless from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever including, but not limited to, the cost of reasonable attorney’s fees which The Copernicus Foundation may be required to pay, sustain, suffer or incur by reason of or in connection with the operation of Vendor at the Taste of Polonia extending from set up, during all times of the Festival, through the complete teardown of Vendor’s operation.

**Section 7. Infectious Diseases**

Both Parties agree that in the event of the enactment of any government regulations, executive orders, policies, rules and/or recommendations, including, but not limited to, those relating to the prevent the spread of communicable and/or infectious diseases, such as COVID-19 and/or Coronavirus, and any mitigation thereof, which, in the sole and exclusive discretion of Copernicus, materially affect and/or impact the profitability of the Event and/or any Performance, and/or it becomes impractical and/or impossible for Copernicus to perform its obligations under the Agreement, Copernicus shall be entitled to cancel the Agreement, the Event and all Performances without any further obligation to perform under this Agreement. Also, Copernicus disclaims, and the Vendor hereby releases Copernicus from any and all liability relating to any person who has entered the Premises for any reason relating to Vendor’s use of the Premises, the Event, and/or any Performance (i) being exposed to and/or becoming effected with COVID-19 and/or the Coronavirus while on the Premises.

**Section 8. Reservation of Rights**

- A. The Copernicus Foundation reserves the right to approve all items sold by Vendor.
- B. The Copernicus Foundation reserves the right to impose additional rules and regulations as The Copernicus Foundation deems necessary.

**Section 9. Selection of Location**

Selection of Vendor’s Space (Section 3 above) can only be accomplished upon this Contract being signed and submitted, together with Vendor’s required deposit (min. \$300). Any verbal, written or implied assurances will NOT hold your location!!

May we include your firm in our social media advertising? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Would you include our Event in your social media advertising? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Would you like to be supplied with: Posters \_\_\_\_\_ Fliers \_\_\_\_\_ Banner \_\_\_\_\_

**Banner Exchange Program:** Display our Banner at your location for a period of 2 weeks prior to the Event, and we will display your Banner on the Festival grounds **Free of Charge!**

*Any balance must be paid in full on or before **August 1st, 2023**. Any unpaid balance may result in forfeiting your Space, relocating you to a different location and/or the cancelation of this Contract and forfeiture of your deposit.*

**The Copernicus Foundation**

\_\_\_\_\_  
*Print Vendor Name*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Position*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Fed tax ID: 23-716-4993

**OFFICE USE ONLY**

**Deposit Amount Received:** \_\_\_\_\_ **Date:** \_\_\_\_\_