



AGREEMENT

This Agreement is made and entered into as of February 1, 2009 by and between _____ (“Vendor”) and the Old Town Art Fair (“OTAF”), which each agrees as follows:

1. Vendor will operate a concession at the OTAF on June 13 and June 14, 2009 offering the sale of items specified in Paragraph 8 below at the prices noted. Vendor will provide sufficient workers, equipment and food and/or beverage items necessary to set up and operate the concession. Vendor’s concession(s), set up strictly in compliance with the OTAF specifications, will be located on North Park Ave. between Willow and Menomonee and any previously agreed upon satellite locations. The exact location(s) of the concession(s) will be marked on the sidewalk prior to set up.
2. Vendor is responsible for and will comply strictly and **timely** with all city of Chicago requirements for operating concessions at an outdoor festival, including but not limited to the following:
 - a. Vendor will ensure that there will be at least one person present at the concession at all times when food is being handled who has completed the “2009 Sanitation Seminar for Summer Festival Food Vendors” required by the City of Chicago. Vendor is solely responsible for compliance with the requirements covered in the seminar and for all course fees.
 - b. Vendor will be responsible for the City of Chicago licensing fee of \$125.00 per booth.
 - c. Vendor will comply with all recycling regulations and guidelines established by the City of Chicago.
 - d. Vendor will be responsible for reading and compliance with the Special Events Resource Guide.
 - e. Vendor understands that the aforementioned requirements must be met so that a Temporary Food Service Permit (in the name of the Vendor’s representative who completed the Food Service Course) will be issued and so that Vendor can participate in the OTAF.
 - f. By April 1, 2009 Vendor will deliver to OTAF:
 - i. Copy of the Summer Festival Food Certificate reflecting the completion of the Foodservice Sanitation Seminar;
 - ii. The completed Special Event License Application, including a list of the foods Vendor plans to serve at the OTAF, an explanation of how foods will be prepared and how the food ingredients will be stored, signature of Vendor; and
 - iii. A check covering the appropriate City of Chicago licensing fees (see 2b) made payable to the order of the Department of Revenue—City of Chicago.



- iv. A Certificate of Insurance showing general liability coverage (see 9), in a minimum amount of \$1 million, which names the Old Town Triangle Association as additional insured for the dates of the OTAF, June 13 and June 14, 2009.
 - v. A check covering at least half of the vendor participant fee (see 3), made payable to *Old Town Art Fair*.
 - vi. Current Inspection Report from the restaurant used for food preparation and storage prior to and during the OTAF. **The Inspection Report can not be older than six months prior to the OTAF.**
3. The OTAF will receive a participation fee from Vendor in the amount of \$1,750.00 for the main Food Court location (\$1,500 for satellite locations and \$750 for a cart), which reflects a fee for one location. One-half of the fee is due no later than April 1, 2009. Vendor understands that it will forfeit any right to participate in the OTAF if it does not timely pay this first installment. The remaining half of the fee is due no later than May 1, 2009. Checks should be made payable to the order of the *Old Town Art Fair* and sent to Tanya Ray, The Menomonee Club, 1535 North Dayton, Chicago, IL 60642.
 4. Vendor will not be allowed to participate unless it has fully complied with all city and state requirements and other responsibilities under this Agreement, including but not limited to the timely submission of certificates and required documents and timely payment of both installments of the participation fee. There will be no refunds of any fee, or portion thereof, due to inclement weather, City rejection of Vendor application, suspension of food service by the Board of Health, or otherwise. If Vendor fails to pay the fee balance in full by May 1, 2009 or otherwise fails to comply with its responsibilities under this Agreement, Vendor forfeits any rights to participate in the OTAF and forfeits any rights any participation fee previously paid, which will be retained by the OTAF as liquidation damages.
 5. Vendor is permitted to set up on sidewalks and parkways only on Friday, June 12, 2009 after twelve o'clock noon. Vendor may not set up in the streets prior to 7:00 a.m. on Saturday, June 13, 2009. The OTAF officially opens on Saturday, June 13, 2009 at 10:00am and Sunday, June 14, 2009 at 10:00am. All of Vendor's workers, booth and equipment must be checked in at the North Park and Willow Gate, and **Vendor must be set up and ready for operation by 10:00 a.m. each day.** Vendor agrees to remain open each day until the OTAF is closed by direction of the OTAF Chairperson. Vendor understands and agrees that it may offer for sale only those items listed in Paragraph 8 below, and no other items of any kind. Vendor or its designee will be present on both days of the Fair to supervise the sales and to be the OTAF contact person.



8. By April 1, 2009, Vendor agrees to provide a Certificate of Insurance showing general liability coverage, including products liability, in a minimum amount of \$1 million, which names the Old Town Triangle Association as additional insured for the dates of the OTAF, June 13 and June 14, 2009. Vendor agrees to indemnify and hold the OTAF and their officers, Committee Chairs and volunteers, harmless for any liability arising out of any acts or omissions of Vendor, its employees or any other person under Vendor's control or direction during the OTAF.
9. At the conclusion of the OTAF, Vendor is responsible for clean-up of all areas occupied by Vendor. An extra clean-up fee may be assessed against Vendor if additional clean-up by OTAF is required.

Vendor

Date

by: Tanya Ray
Food and Beverage Chair
Old Town Art Fair 2009

Date



INFORMATION SHEET

CONTACT INFORMATION

- O Mail Tanya Ray
The Menomonee Club
1535 North Dayton
Chicago, IL 60642
- O Phone 312.664.4631 x104 (Tanya)
- O Fax 312.664.9364

DOCUMENTATION

- O Signed contract – due by April 1, 2009
- O Summer Festival Food Certificate for the Foodservice Sanitation Seminar - due by May 31, 2009
- O Special Event License Application – due by April 1, 2009
- O Certificate of Insurance – due by April 1, 2009
- O Inspection report – due by April 1, 2009

PAYMENTS

- O Licensing fee (\$125 per booth) – April 1, 2009
- Payable to *Department of Revenue – City of Chicago*
- O One-half of participation fee due – April 1, 2009
- Payable to *Old Town Art Fair*
- O Remaining half of participation fee due – May 1, 2009
- Payable to *Old Town Art Fair*