

2010 Elgin Wine Festival

Food Vendor Agreement

This Agreement is made this ____ day of ____, 2010, between Elgin Wine Festival, LLC, of 506 S. Grove Avenue, Barrington, Illinois, 60010 (EWF), and

Vendor Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Contact Phone: _____

Fax Number: _____

Mobile Phone: _____

(hereinafter "Vendor")

WHEREAS, the Elgin Wine Festival is a public event organized and coordinated by EWF;

WHEREAS, NWF and the Vendor wish to provide food for all attendees at the Elgin Wine Festival, and agree that the food products to be distributed to the public at the Elgin Wine Festival should be of the highest quality possible;

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

1. Vendor Location: The Elgin Wine Festival takes place at Festival Park in Elgin, Illinois on Saturday, May 29, 2010. EWF agrees to provide Vendor with space at the Elgin Wine Festival at which Vendor will display or sell products and/or services as listed in Paragraph 6. Vendor agrees that EWF shall have sole authority and discretion in the assignment of the spaces at the Elgin Wine Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set out in the following paragraphs.
2. Amenities: EWF agrees to provide Vendor with the following amenities at Vendor's space location:
 - (a) Opportunity to sell your food products
 - (b) One (1) 10' x 10' tented booth space
 - (c) One (1) 8' skirted table
 - (d) Two (2) chairs
 - (e) Two (2) 20-amp. 110 circuits (increased power provided for additional fee)
 - (f) Ten (10) entry passes to the Festival
 - (g) Four (4) staff badges for Vendor booth
 - (h) One (1) booth sign with Vendor name
 - (i) Vendor listing in Festival Program

Note: Electrical power is provided during hours of operation only. Power is not available during overnight hours.

3. Payment: The Vendor agrees to pay EWF a fee of **\$500.00** for the vendor space and amenities listed above. The Vendor agrees to pay 100% of this fee upon execution of this Agreement. **The signed Agreement and payment are due to EWF no later than April 16, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by EWF.

4. Permits: The Vendor agrees to obtain, at its expense, all necessary health, food, or other permits and/or licenses, including temporary permit from the Kane County Health Department. The Vendor also agrees to fully comply with all requirements of the Kane County Health Department. The vendor may obtain health and sanitation rules, regulations, and fees from the Kane County Health Department. Failure to obtain the proper and required permits will act as a breach of this Agreement in accordance with paragraph 10 below. Vendor agrees to have a representative at the site for inspection by the Kane County Health Department prior to the operating hours of the Festival. Failure to comply with the inspection requirements may result in the Health Department denying a permit, which will in turn act as a breach of this contract as specified below.

5. Hours of Operation: (a) The Vendor agrees to continuously operate its booth during the official operating hours of the Event as:

Saturday, May 29, 2010 1:00PM to 7:00PM

(b) The Vendor shall be permitted to set-up its booth vendor space between 2:00PM and 5:00PM on Friday, May 28, 2010 or 8:00AM and 12:00PM on Saturday, May 29, 2010. No motor vehicle access will be permitted to and from the Vendor's space at any time during the operating hours of the Event.

(c) The Vendor shall not be permitted to strike Vendor's area until 7:00PM on Saturday, May 29, 2010 and shall have all its property removed from the Elgin Wine Festival site by 12:00AM Saturday, May 29, 2010. Failure to have all property removed by 12:00AM Saturday, May 29, 2010 may result in EWF removing the property at the Vendor's sole expense.

6. Vendor Menu: The Vendor agrees to sell only those item(s) as listed below and approved by EWF in advance of the Elgin Wine Festival. The Vendor explicitly agrees not to sell ANY BEVERAGES at the Elgin Wine Festival.

Menu Item	Menu Price
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

7. Vendor Obligation: The Vendor also agrees:
 - (a) To clean and secure the Vendor's space at night;
 - (b) To comply with arrangements made by EWF for removal of waste and recycling from site;
 - (c) To provide Vendor's own fire extinguisher with current registrations dates;
 - (d) To attend a Food Vendor meeting prior to the Festival if required by the Kane County Department of Health;
 - (e) To comply with any other rules or regulations established by EWF for Vendors and the Elgin Wine Festival;

8. Insurance: The Vendor agrees to provide to EWF on or before April 23, 2010, a current certificate of insurance which shall be effective for the dates of the Elgin Wine Festival, and which will provide for coverage, which shall include but not be limited to general liability coverage in the amount of at least \$2,000,000 (Two Million Dollars). Elgin Wine Festival, LLC, Comcast Corporation, the City of Elgin and Northern Illinois Special Recreation Association (NISRA) shall all be included on said certificate as additional insureds.

9. Liability: The Vendor agrees to pay for any damage done by it, its agents or employees to any personal or real property (e.g. tents, tables, structures, etc.) provided by or through EWF to the Vendor at the Elgin Wine Festival.

10. Breach: The Vendor agrees that all fees paid EWF are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of this Agreement. In the event of breach by the Vendor, EWF 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. EWF may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to EWF as liquidated damages.

11. Indemnification: The Vendor agrees to indemnify EWF, any officer, employee of EWF, the City of Elgin and NISRA 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 Elgin Wine Festival.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year above written.

VENDOR

Elgin Wine Festival, LLC

By: _____
Its authorized representative

By: CEO Management, Manager

By: _____
Scott Janess, President

This Agreement is not effective unless and until it is signed by an authorized representative of Elgin Wine Festival, LLC.