



2023 SUMMER DAZE FOOD VENDOR LETTER



Warrenville Park District

3S260 Warren Ave • Warrenville, Illinois 60555 • (630) 393-7279 • FAX (630) 393-7282 • www.warrenvilleparks.org

Dear Food Vendor,

Preparations are already underway for the **45th annual Warrenville Summer Daze!**

The **2023 Warrenville Summer Daze** will once again be held at the City Hall Complex in downtown Warrenville. Summer Daze kicks off on Friday, August 4th from 5 to 11 p.m. and continues Saturday, August 5th from 12 to 11 p.m. Our headline bands include **7th Heaven** on Friday night and **Infinity** on Saturday night. We have numerous other bands booked throughout the weekend along with the Countryside Customs Car Show, an amusement area for kids and Chamber of Commerce business booth section.

Food vendors will be provided with a reserved space with a 10x10 tent, access to **two 20 amp/120-volt** circuits, access to water and nearby receptacles for trash and recyclables. PLEASE NOTE: all fees are applied per 10x10 space, not by use of additional tents. You are required to provide your own table skirts, vending equipment and professional signage. We ask that you please cover your cooking area with mats so as not to leave grease stains on the street or sidewalks. Space is limited so a maximum of 8 vendors will be allowed.

Event staff & volunteers are provided \$5 food vouchers to use at their preferred food booth. As such, each vendor will need to provide a menu listing of items and their prices so our staff & volunteers can plan accordingly. Food vouchers will be collected and counted by Park District staff at the end of each night, with vendors being reimbursed for these vouchers after the event.

Please fill out the enclosed agreement and return it no later than **MAY 15th, 2023**, to guarantee your space for this year's event. **Vendors must submit a \$100 performance deposit along with respective vendor fees.** The Summer Daze Executive Committee will make the final decision on selection of food vendors and menu items. We will make every effort to accommodate requests while trying to ensure a diversity of menu items.

Food Vendors must comply with the requirements of the DuPage County Health Department, including obtaining and displaying a Permit. Permits must be applied for a minimum of 2 weeks in advance. Please contact the Health Department for further information at (630) 682-7560. The Warrenville Park District reserves the exclusive right to sell t-shirts, bottled water, soft drinks and alcoholic beverages.

If you have any questions, please call or e-mail at the contact information listed below.

Sincerely,

Matt Odom, CPRP
Superintendent of Recreation
Warrenville Park District
3S260 Warren Ave
Warrenville, Illinois 60555
Office: (630) 393-7279
matto@warrenvilleparks.org



2023 SUMMER DAZE FOOD VENDOR CONTRACT



(PLEASE PRINT)

Business: _____

Event Contact: _____ Title: _____

Address: _____ City: _____ St.: _____ Zip: _____

Bus. Phone: _____ Cell: _____ Email: _____

Event Dates: **August 4-5, 2023** (You will be notified by June 1, 2023 if approved and all paperwork submitted)

- Please select your preferred method of payment

Cash ___ Check ___ (Make check payable to Warrenville Park District)

VISA ___ Card No. _____ Exp. Date _____

MasterCard ___ Card No. _____ Exp. Date _____

Signature of Cardholder: _____

Vendor Space Includes: 1 tent, 1 table/chair, 4 electrical outlets, access to water & dumpster

- Please check the following requirements for vendor space:

10' x 10' space @ \$600.00 Quantity ___ @ \$ ___

Performance Deposit @ \$100 Quantity ___ @ \$ ___

Additional Electric @ \$50 Quantity ___ @ \$ ___

Additional Tent @ \$100 Quantity ___ @ \$ ___

Extra Table @ \$10 each Quantity ___ @ \$ ___

Provide W9 – REQUIRED

TOTAL ENCLOSED.....\$ _____

All electrical needs MUST be described here: (You must list all electrical equipment you plan to use, including the volts, watts, and amps of each. (Note: 220-volt power is NOT available)

List of equipment (I.E. cash register, warmer, lights): _____

Total amperage required: _____ (I.E. Fridge 15 amps, Roaster 15 amps, Crockpot 5 amps, Fryer 13 amps)

Grill/Vehicle/Trailer/Other to be used onsite: _____

Other special needs to be considered: _____

First priority will be given to businesses located within the City of Warrenville. The Warrenville Park District reserves the right to select vendors based on the specific needs of the event.

Applications must be returned by May 15, 2023

You will be notified of your acceptance by June 1, 2023 and invoiced for any amount due

If you have questions please contact Matt Odom at (630) 393-7279 or email at matto@warrenvilleparks.org



Food Vendor Articles of Agreement



1. **Agreement:** This contract contains all of the agreements of the parties relative to the Warrenville Summer Daze vendor space rental and no representations, promises or statements expressed or implied have been made to the vendor unless contained herein. The vendor shall operate within the assigned space and only during specific hours and shall open and close promptly. All business conducted from assigned space(s) shall comply with all applicable state and local laws. All vendors must be up to date with all City of Warrenville food and beverage taxes.

2. **Description of events:** The events shall be part of the annual Warrenville Summer Daze, **Friday from 5:00pm to 11:00pm and Saturday from 12:00pm to 11:00pm** to be held in downtown Warrenville, Illinois located at the intersection of Stafford Place and Warren Avenue. Warrenville Summer Daze is a rain or shine event.

“Force Majeure-In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

3. **Non-liability:** Vendors are responsible for the safety, security and storage of their merchandise and equipment and must procure any necessary insurance or licenses required for such. The Warrenville Park District, City of Warrenville, and Western DuPage Chamber of Commerce are not liable for any lost, stolen or damaged goods for any reason.

4. **Insurance:** Vendors are required to provide the Warrenville Park District with a Certificate of Insurance encompassing the event dates for general liability coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The Warrenville Park District, City of Warrenville, and Western DuPage Chamber of Commerce shall be listed as “additional insured.” Certificates must be submitted to the Warrenville Park District along with this signed agreement.

Insurance Company: _____ Agent: _____

Address: _____ Phone: _____

5. **Vendor Provisions:** All trailers, equipment and products must be on the street within the dimensions of your reserved space and not permitted on the sidewalk unless otherwise pre-approved. Vendor agrees to provide a **covered and skirted front serving table and covered back tables, grease mats for ground protection**, outdoor approved power cables, **professionally produced signage** listing company name and all items for sale with pricing (all signage must be clear and legible from a distance, **please no hand written signs**), adequate means and manpower to set-up, staff and tear-down in a timely manner, to keep the area tidy at all times and to remove or dispose of all debris at tear-down (basically leave the area as clean as originally found). If applicable, vendor must remove and correctly dispose of cooking grease/oil at their place of business in the proper containers. It is not to be disposed of in the event dumpster. Limited charcoal and wood filled grills are allowed, although vendor will be held responsible for removal of ashes. Vendors should inspect heating sources to ensure they are safe and properly connected, and will not cause a fire hazard. **A fire extinguisher must be at every vendor station.** No solid waste of any kind is to be disposed of on site or into grates in the pavement. Water may be disposed of in the street along the curb after festival close. Vending area must be neat, clean and self-contained at all times. Vendors must remove all equipment, product, vehicles and personal property from festival grounds by 11:59 PM on each event end date. Festive decorations are encouraged to enhance the celebratory nature of the events, as well as special menu items.

6. **Vending Containers: STYROFOAM IS STRONGLY DISCOURAGED!** It is requested that vendors seek to dispense food and beverages in **recyclable, compostable, biodegradable or “green” containers** whenever possible. A mixed recyclable dumpster will be available to reduce the amounts that go to the landfill. ***PLEASE HELP US BE GREEN!***

7. **Signage:** Professional quality signs noting your company name and listing all menu items with prices are to be provided by the vendor and are to be posted in a highly visible location.

14. Transactions: Vendor must provide whatever means necessary to handle sales and security appropriate for a retail booth in a festival setting and is responsible for the collection and payment of any sales tax as specified by the Illinois Department of Revenue.

15. Violations of Articles of Agreement: Any violation of this Agreement will result in the non-issuance or revocation of the permit and or/immediate expulsion from the site and loss of all fees. Further, violations could result in the removal from any and all future events. A penalty of \$100.00 per occurrence will be fined if these rules and regulations are not met.

16. Liability Waiver: The vendor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the contract is being sought, to waive and relinquish all claims that may result in any manner against the Warrenville Park District, City of Warrenville, & Western DuPage Chamber of Commerce, its agents, public officers, officials or employees and authorized volunteers from said event or activity, except for acts caused by the willful and wanton misconduct by employees of the above-named organizations acting within the scope of their employment.

17. Hold Harmless: The vendor hereby agrees to indemnify and hold harmless the Warrenville Park District, City of Warrenville, & Western DuPage Chamber of Commerce, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted activity or any activity associated with the conduct of the vendor's operation, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of those organizations acting within the scope of their employment. Further, the vendor agrees to indemnify the Warrenville Park District, City of Warrenville, & Western DuPage Chamber of Commerce and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the vendor's use of public property or operation of the concession as set forth in this contract.

18. Deadline: Invoiced fees with full payment are due no later than **June 15, 2023**. Warrenville Park District maintains the right to accept or deny vendor applications.

I have read and understand the Articles of Agreement as set down herein. I agree to abide by said Articles and any violation of the Articles could cause expulsion from the site and loss of all fees.

Accepted by: _____ (Please Print)

Vendor Authorized Signature

Title

Date

Accepted by: Warrenville Park District, Warrenville, IL

Warrenville Park District Authorized Agent Signature

Title

Date



*** FOR OFFICE USE ONLY ***

Received by

Date Received

Notes: _____

