

BERNARD TERRELL CIGARS

6TH ANNUAL CIGARS IN THE PARK PICNIC

AUGUST 4, 2024 10-7PM

VENDOR CONCESSION CONTRACT

Application Deadline: 5-15-2024

872-703-3014/

872-222-8217

bernardterrellcigars.com

bernardterrellcigars@gmail.com

8322 South Ashland - Chgo, IL 60620



Application Deadline: 5-15-2024

Application is subject to approval by Bernard Terrell Cigars. Applications must be filled out completely and emailed back by **5-15-2024** for consideration. If you have any questions while filling out this application please email bernardterrellcigars@gmail.com. If you are a selected vendor, you will be notified no later than **May 30, 2024** with balance due no later than **June 8, 2024 (NO EXCEPTIONS)**. Selected vendors who do not pay by the **June 8, 2024** deadline will forfeit their vendor spot. Should our event be canceled 14 days prior due to health concerns or government orders, vendors shall be entitled to a full refund. Please read all instructions in its entirety, fill out and return to bernardterrellcigars@gmail.com.

Applicant Information

Business Name: _____

Describe Items you will be displaying : _____

Primary Contact Name: _____

Business Street Address, City, State, Zip: _____

Primary Contact Email: _____

Website, Facebook, Instagram: _____

On-Site Contact Name: _____ **On-Site Contact Cell Phone:** _____

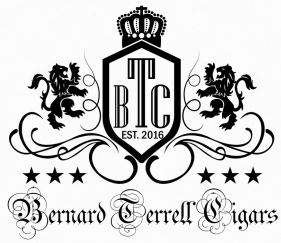
IL / City Business License Number: _____

EIN: _____

IL Tobacco License Number/ Retail Tax Number: (if applicable) _____

Food Merchants required to email copies of food managers/ food handlers license with completed application.

The parties to this contract are **Bernard Terrell Cigars** (hereafter "Host") and _____(hereafter "Vendor"). Whereas, Host is hosting an Event known as **Bernard Terrell Cigars Presents; Cigars in the Park**, to occur at Dan Ryan Woods, Grove 10, 83rd Western Avenue, Chicago, Illinois 60620 on August 4, 2024 beginning at 10:00 am, and has the right to license concessions to vend at and during the Event, and Whereas, Vendor desires to vend _____ at and during said Event, and Whereas, Vendor has paid Host the sum of **Merchants \$200.00 / Food Trucks \$250.00** (Outdoor) for a license to vend at and during said Event,



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Now, therefore, the parties agree as follows:

- Vendors Must comply with all relevant local, state, and federal law. Vendors shall have access to the location space agreed upon by the parties no less than 2 hours before the event's start time (8am) for setting up Vendors vending station. Selected vendors who do not pay by **JUNE 8, 2024** will forfeit their deposit/vendor spot for this event. Vendors are responsible for obtaining and paying for any and all business licenses, permits and taxes that are needed for operation including state sale taxes. The Host is **not** responsible for any items that are needed for the Vendor (i.e. generator, outlets, electricity). All needed items are the responsibility of the Vendor. Vendor shall not vend any goods/services other than those described herein at and during the Event without Host's written consent. This includes a stall, food van, caterer, food business registration or notification by the Health Protection Service.
- Vendor's station shall consist of a **10x10 space ONLY** and shall be clean and orderly; and shall comply with all applicable laws and regulations. No vendor 10 x 20 tents, no vendor mobile shops will be permitted on the picnic grounds. Vendors **MUST** use tent weights to ensure safety of all who attend the event. Vendors must keep their merchandise and displays within the allotted boundaries of the space provided by Bernard Terrell Cigars. Vendors **MUST** have business signs to identify their businesses. ("A business with no sign is a sign of no business.")
- Vendor's staff may announce availability of the goods to be vended only while they are within the confines of the vendor's location. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion. No loud music, noise, or sound amplification devices shall be used by the vendor's staff at the location.
- Food Truck vendors must stay in designated food truck area, food truck must be attended to at all times while in service. Vendor responsible for properly dumping all trash in designated areas. Vendor responsible for all food and sanitation licenses needed to operate and serve food in Illinois.
- Vendor shall have access to the location for up to 1 hour after the Event's conclusion at 7:00 pm to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before the Vendor occupied it. Vendor hereby agrees to indemnify and hold harmless the Host against any damages or claims that may arise in connection with Vendor's presence at the Event and Vendor's activities of any kind.
- Vendors must be set up and ready to serve, sell, and operate by 10:00am (THE OFFICIAL OPENING TIME OF EVENT) **Vendors MAY NOT LEAVE VEHICLE IN GRASS AREA after unloading. VEHICLE MUST BE MOVED IMMEDIATELY AFTER UNLOADING MATERIALS.** Vendors must remove their own trash and debris from the space and properly dispose of recyclable and compostable items in containers . Vendor will be charged a **\$150.00** penalty for any debris or trash left on site with photographic evidence and will not be invited back to vend at Bernard Terrell Cigars events.
- Vendors are prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, and drug paraphernalia of any kind, items prohibited by Chicago, Illinois or Federal law or any merchandise that the event considers racist, discriminatory, or offensive.
- Vendor's space is **NON Transferrable**. Vendor may not allow anyone else to use the space without the express written permission of Bernard Terrell Cigars.
- Bernard Terrell Cigars offers NO guarantees or warranties of any kind. Picnic occurs rain or shine. **NO REFUNDS** will be provided if the vendor does not come and the picnic is going on.
- Vendor will release and will hold harmless the Bernard Terrell Cigars Annual Cigars in the Park Picnic, Bernard Terrell Cigars, T & J Steward Enterprises Inc., Cook County Forest Preserve and their owners, officers, directors, agents and employees from any and all claims arising from any injuries, losses or damages (whether to person or property) caused by Vendor, vendor's merchandise, or vendor's participation in the Picnic.
- Bernard Terrell Cigars may take appropriate action against any vendor who fails to comply with relevant laws (federal, state, and local), the Vendor contract or other rules established by Bernard Terrell Cigars. Such action may include, but is not limited to, revocation of this contract, permanent denial of selling privileges or other relief deemed necessary by Bernard Terrell Cigars.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Host, Signature, & Date:

Bernard Terrell Cigars

Terrell Steward / Felian Steward

Corporate Office:

T & J Steward Enterprises Inc.

6800 Weiskopf Ave, Ste 150 McKinney, TX 75070

Cigar Shop:

8322 South Ashland, Chgo, IL 60620

Email: bernardterrellcigars@gmail.com

Vendor, Signature, & Date:

Name: _____

Signature: _____

Address: _____

Email Address: _____

Phone: _____