

**Taste of Lockport  
Food Vendor Agreement 2022**

**\*\* All items below are required! \*\***

Business Name \_\_\_\_\_  
(Hereinafter "Vendor")

Name of Principal Owner \_\_\_\_\_

Cell Ph. Contact # during festival \_\_\_\_\_

Business Address \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

Name of Manager(s) at event \_\_\_\_\_

**Please disclose the names of any owners, managers & staff who will work the event:**

Names of Owners, Managers & Staff to be Present at the Event	Have they worked events before?		Job Responsibility	Shift Time
	Yes	No		

Initials: \_\_\_\_\_

## Taste of Lockport Food/Beverage Vendor Agreement

### Notice of Agreement

- A. The Taste of Lockport is a community event organized and coordinated by the Lockport Township High School District 205 Foundation for the benefit of the community it serves. It is the goal of the LTHS Foundation that the community is provided with the broadest possible choice of food products with the smallest degree of duplication, however, we cannot guarantee menu exclusivity to any vendor.
- B. The LTHS Foundation and the Vendor wish to provide food for the community at the Taste of Lockport and agree that the food products to be distributed to the public at the Taste of Lockport should be of the highest quality possible and offered at fair prices.
- C. The LTHS Foundation and Vendor desire to assure the community that they have adequate insurance coverage in the event that an injury or accident arises in connection with the 2022 Taste of Lockport.
- D. The LTHS Foundation will sell tickets for all food and beverage items for this event. Tickets will cost \$2.00 each. At the end of the evening the LTHS Foundation will write a check to the Vendor for their total sales minus the profit sharing donation to the LTHS Foundation – see section 8 – Payment – for more details as well Exhibit B.

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

- 1.0 **Vendor Space:** The LTHS Foundation agrees to provide Vendor with a space (10x10, 10x20 or 10x30) at the Taste of Lockport. Final locations will be assigned at the Food Vendor Meeting on September 14, 2022. **VENDOR POP UP TENTS ARE ENCOURAGED – TENT RENTALS WILL BE AVAILABLE TO ANYONE THAT CHOOSES THAT OPTION.**
  - 1.1 Vendor will sell only the food items listed in Exhibit A, attached hereto, at the Taste of Lockport.
  - 1.2 Vendor agrees that the LTHS Foundation shall have sole authority and discretion in the assignment of the spaces at Taste of Lockport.
  - 1.3 Booth tents, signs, tables, condiment tables, cooking equipment or other related items to the Vendor operation **must not project past the provided 10x10, 10x20, or 10x30 areas. SIGNS MUST NOT EXCEED THE HEIGHT OF THE PEAK OF YOUR VENDOR TENT.**
  - 1.4 Spaces include menu boards listing foods and cost.

**2.0 Security Deposit:** Vendor will pay a **\$300.00** security deposit per space. The deposit is refundable if a vendor's application is not accepted for participation. If a vendor is accepted and chooses not to participate the deposit is non-refundable after September 1, 2022.

2.1 For participating Vendors, the deposit is refundable contingent on the completion of a checkout sheet deeming the Vendor's space has been returned to its pre-event condition.

2.2 Clean-up includes, but is not limited to: removal of debris or garbage under the tent and in the immediate area, removal of signs, display boards and any materials placed on tents or stadium fencing, etc. Tent must be in pre-event condition; any damage to the tent will be the responsibility of the vendor.

2.3 If Vendor fails to perform these services, the LTHS Foundation reserves the right to provide the additional clean-up and subtract the cost from the security deposit.

2.4 Vendor's failure to participate in the Taste of Lockport will result in the loss of the security deposit.

2.5 Please see Exhibit 'D' for a complete list of violations and penalties.

2.6 The LTHS Foundation reserves the right to pursue restitution resulting from violations.

2.7 Deposit checks will be either returned at the end of the event or sent to the name and address provided on page one of the application and mailed within 2 weeks of the event.

**3.0 Will County Health Department:** Vendor agrees to obtain, at its own expense, all necessary health, food or other permits and/or licenses, including a temporary food permit from the Will County Health Department. (This permit is only necessary if you do not currently have a food permit)

3.1 Vendor agrees to fully comply with all requirements of the Will County Health Department and adhere to all sanitation and food safety codes and regulations throughout the event.

**3.2 Vendor must not smoke in their booth or on festival grounds.**

3.3 Vendor must not pour anything down storm sewers, on pavement, synthetic turf areas, or grass.

3.4 Permits are issued at the discretion of the Will County Health Department.

3.5 Vendor must obtain health and sanitation rules, regulations and pay fee from the Will County Health Department. <https://willcountyhealth.org/wp-content/uploads/2018/12/2019-Temporary-Event-Application.pdf> Will County Health Department Office, 501 Ella Ave, Joliet IL 60433.

**4.0 CITY OF LOCKPORT:** *Vendor agrees to comply with all rules as stated by the City of Lockport. Failure to comply with these rules may lead to forfeiture of the Vendor's security deposit and/or termination of participation in the event.*

4.1 Any vendor operating with a heat source must use fire treated plywood or non-combustible sheets of cement board. Please leave the fire treated stamp face up so it can be seen. Any other material will need prior approval.

4.2 Vendors with charcoal grills must have two 5-gallon buckets of water to douse their coals.

4.3 All vendors need to have a UL300 compliant fire extinguishing system with a current inspection tag.

**5.0 Grey Water, Grease, Garbage and Safety:** *Vendor agrees to comply with the rules pertaining to grey (used) water, grease and garbage disposal. Failure to comply with these rules may lead to forfeiture of the Vendor's security deposit.*

5.1 LTHS Foundation will provide grey water deposits. The vendor agrees to use provided strainer and to clear any drainage clogs resulting from use of these facilities.

5.2 LTHS Foundation will provide grease bins. Vendor agrees to dispose of all grease into these bins.

5.3 LTHS Foundation will provide large garbage containers. Trash shall not be piled up under vendor tent or around metal barrel trash cans. It is the Vendor's responsibility for trash to be removed to the appropriate garbage container.

**6.0 Electrical:** The LTHS Foundation will supply electrical service for two 120 volt, 20 amp circuit (four outlets) to the space provided to the Vendor.

6.1 Vendor shall list all of its electrical requirements in Exhibit C, attached hereto. Should the Vendor require an additional 120V, 20 amp circuit, the Vendor agrees to pay an additional flat fee of \$50.00 per additional 120V, 20 amp circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the above (including 120V, 20 amp circuit) shall be prepaid in addition to the cost of materials and services provided by the electrician hired by the LTHS Foundation, at the electrician's hourly rate and material costs.

6.2 Should the Vendor require additional electrical needs not originally listed in Exhibit C, Vendor must notify the LTHS Foundation in writing prior to September 1, 2022. Should this occur Vendor agrees to pay an additional flat fee of \$75 per 120V, 20 amp circuit.

- 6.3 Should the Vendor need a Special Hook Up that requires hard wiring, the Vendor agrees to pay a flat fee of \$125.00. Should the Vendor require this type of electrical hook up and it is not originally listed in Exhibit C, Vendor must notify the LTHS Foundation in writing prior to September 1, 2022. Should this occur Vendor agrees to pay an additional flat fee of \$250.00.
- 6.4 All electrical fees shall be paid no later than with the final installment of space fees.
- 6.5 If additional electric is needed on the weekend of the Taste of Lockport, if available, the Vendor will be charged an hourly rate of \$35.00 per hour.
- 6.6 Vendor is responsible for providing extension cords and power strips. All cords must be a minimum of 12-gauge 120V specified for outdoor use. All power strips must be UL listed with surge protector. Cords will be inspected after set-up prior to the Taste opening, as well as periodically during the event to ensure all specifications are being met. Vendor(s) not meeting these specs will be required to remove and replace the cords/strips immediately.
- 7.0 **Vendor Menu:** A completed menu (Exhibit A) must accompany the signed contract. Vendor agrees to sell only those item(s) as shown on Exhibit A and approved by the LTHS Foundation in advance of the Taste of Lockport. Any changes to Exhibit A must be requested in writing to the LTHS Foundation. All Vendors are subject to the following:
- 7.1 Menu Item is considered any novelty item to your establishment, including but not limited to the following: pizza, sandwiches, lemonade shake-ups, funnel cakes, etc. Canned or bottled soda or water is **not** considered a food item. If there are questions regarding what is considered a Menu Item please submit a request in writing to the LTHS Foundation.
- 7.2 Vendors are encouraged to offer no more than 6 Menu Items.
- 7.3 Out of the 6 Menu Items, one food item must be priced no higher than \$4.00 (2 tickets) and be considered a Taste-size portion, sample size, or a regular item (not a side item).
- 8.0 **Payment:** Vendor agrees to share profits with the LTHS Foundation (there is no vendor fee) for each space (single, double or triple occupancy) and basic electricity. The payment schedule for the fees is:
- 8.1 There is no Vendor Fee to participate in the Taste of Lockport.
- 8.2 Vendor agrees to share 25% of profits with the LTHS Foundation if they sell less than \$1,000 at the event. Vendor agrees to share 30% of the profits if they sell more than \$1,000 at the event. Please consult your tax advisor regarding this donation to the LTHS Foundation.

- 8.3 A \$300 refundable security deposit must be submitted with this completed contract to hold your space and cover any incidentals. The \$300 is 100% refundable as noted in Section 2 of this contract.
- 8.4 Full nonrefundable payments of the items listed on Exhibit B must be received no later than **September 1, 2022**.
- 8.5 All payments will be in the form of a company check, cashier's check, or cash.
- 8.6 Vendors will receive a check for their sales after last call at the event – Vendor will bring tickets to LTHS Foundation tent and after profit share, the LTHS Foundation will write a check to the Vendor for their sales during the event.
- 8.7 Tickets will be sold for the purchase of food and drinks at the event. All tickets will cost \$2.00 each – please price your items accordingly.
- 9.0 **Hours of Operation:** Vendor agrees to comply with the festival schedules for the operation of its food booth.
- 9.1 Hours of operation are 5:00 pm – 10:00 pm. (10:00 pm is last call)
- 9.2 Vendor agrees to have a representative at the site for inspection by the Will County Health Department on Saturday morning, September 24, 2022.
- 9.3 Vendor may not leave the premises until receipt of completed Vendor Check-out List & Signature of an authorized representative of the LTHS Foundation. This is to verify that the vendor space has been properly cleaned and cleared of all items relating to the Vendor. Failure to have check-out list completed could result forfeiture of security deposit.
- 10.0 **Miscellaneous:** Vendor also agrees to:
- 10.1 Provide its own banners or posters identifying its operation. All banners or posters must be inside the Vendor's Space. Signage cannot exceed the peak of the tent.
- 10.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operation. **Appropriate attire is expected.** All workers must wear vendor badge issued by the LTHS Foundation and comply with all admittance rules as outlined at the vendor meeting.
- 10.3 Clean and secure the Vendor's space throughout the event.
- 10.4 Comply with all rules or regulations for Food Vendors at the Taste of Lockport established by the LTHS Foundation and the Will County Health Department and the City of Lockport.
- 10.5 Comply with all COVID guidelines & recommendations as set forth by CDC.

11.0 **Insurance:** Vendor agrees to provide the LTHS Foundation a current certificate of insurance, which shall be effective for the dates of the 2022 Taste of Lockport.

11.1 The certificate will provide for coverage, which shall include but not be limited to general liability coverage in the minimum amount of \$1,000,000.00 (one million dollars) per occurrence, listing the LTHS District 205 Foundation 1333 East 7<sup>th</sup> Street, Lockport, IL 60441 as additional insured.

12.0 **Liability:** Vendor agrees to pay for any damages done by it or its agents and employees to any personal or real property (e.g. tents, electrical equipment, event facility, etc.) provided by or through the LTHS Foundation to the Vendor at the Taste of Lockport.

**IN WITNESS WHEREOF**, the parties have caused the signatures to be affixed hereto.

By Vendor  
School

By Lockport Township High  
District 205 Foundation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Vendor Authorized Representative

Agent of the LTHS Foundation

**This Agreement is not effective unless and until it is signed by a representative of the Lockport Township High School Foundation Board Member or Executive Director. You will receive a copy of this agreement signed by a representative of the LTHS Foundation via US Mail. Please retain all pages of this agreement.**

## Taste of Lockport Vendor Agreement 2022

### Exhibit A

List of Food Items to be sold  
Please list all items in preferential order.

Menu Item	Cooking/Reheating Method	Charging Price for Food Item
1 Taste Item:		\$4.00 - 2 tickets
2		
3		
4		
5		
6		
7*		
8*		
9*		
10*		

**\*NOTE: We encourage vendors to only offer 6 food items**

**\*\*NOTE: One item out of the six must be a sample size item for sale of no more than \$4.00\*\***

Vendor Name: \_\_\_\_\_

Initials: \_\_\_\_\_



## Taste of Lockport Vendor Agreement 2022

### EXHIBIT B

(Rental Requirements & Profit Share Itemization)

**ALL RENTAL FEES & SECURITY DEPOSIT CHECKS  
MUST BE PAID IN FULL AND SUBMITTED BY SEPTEMBER 1, 2022**

Rental Items	Quantity	Cost	Total
(1) 10' x 10' Space		25% of profits is less than \$1,000 in sales 30% of profits if over \$1,000 in sales	To be shared at the conclusion of the event
(1) 10 x 20' Space		35% of profits is less than \$1,000 in sales 40% of profits if over \$1,000 in sales	To be shared at the conclusion of the event
(1) 10 x 30' Space		45% of profits is less than \$1,000 in sales 50% of profits if over \$1,000 in sales	To be shared at the conclusion of the event
Food Truck		25% of profits is less than \$1,000 in sales 30% of profits if over \$1,000 in sales	To be shared at the conclusion of the event
<b>RENTALS &amp; ADDITIONAL FEES</b>			
(1) 10 x 10 Tent		\$350	
2' x 8' Table Rental		x \$15	
Additional 120V 20A Circuit (4 outlet)		x \$50	
SPECIAL HARDWIRE HOOKUP		\$125	
Security Deposit			\$300
NO TRAILERS ALLOWED			
		Total:	\$

Vendor Name: \_\_\_\_\_

Initials: \_\_\_\_\_

## Taste of Lockport Food Vendor Agreement 2022

### EXHIBIT C (Electrical Requirements)

Name of Equipment	Voltage Requirement	Amperage Requirement
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
<b>Total Amps</b>		
<b>Number of Electrical Increments (Total Amps divided by 20)</b>		
<b>Less 120V, 20A Circuit included with agreement</b>		- 2
<b>Total Additional 120V, 20A Circuit needed</b>		
<b>x \$50 per 120V, 20A Circuit</b>		
<b>Additional amount of Electricity (this amount to be included with payment)</b>		

**\*\*For Hard-wire Vendors, please specify the length of the power extension cord \_\_\_\_\_**

Vendor Name: \_\_\_\_\_

Initials: \_\_\_\_\_

**Taste of Lockport Food Vendor Agreement 2022**  
**EXHIBIT D**  
**Penalties & Violations**

Violation	Penalty Per Violation
Trash in booth space during/after check out	\$50
Equipment remaining in space during/after check out	\$50
Sold food items at prices not disclosed in Exhibit A or additional items not listed on Exhibit A	\$50 per item
Used but did not purchase additional electricity	\$100 per violation
Damaged tents or rented tables	Pay repair or replacement cost as invoiced from rental company
Spilled grease or did not dispose of in provided containers	Pay repair or cleaning costs
Spilled grey water or did not utilize provided containers	\$50 per incident
ANY Health Code Violation	Cease Operations at Health Code Inspectors discretion (forfeiture of \$300 security deposit)
Non compliance of Hours of Operation	\$100 per incident
Failure to pass check out inspection	(Forfeiture of \$300 security deposit)
Failure to provide class K fire extinguisher if required.	Will not be allowed to set up (forfeiture of \$300 security deposit)
Signage above peak of tent roof or Pop Up Tent assembled in stadium	Cease Operation at LTHS Foundation Discretion (forfeiture of \$300 security deposit)
Vendor badge policy violation	(Forfeiture of \$300 security deposit)
Violation of NO SMOKING or EVACUATION POLICIES	Cease Operation at LTHS Foundation Discretion (forfeiture of \$300 security deposit)

I have read and understand the above penalty schedule. I understand that should I incur any violations the LTHS Foundation will deduct the amount of the violation according to the above schedule from my Security Deposit. The LTHS Foundation reserves the right to pursue restitution resulting from the penalties/violations including, but not limited to, resulting legal fees.

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Initials: \_\_\_\_\_

## Taste of Lockport Food Vendor Agreement

### 2022 Check List

#### Have you done the following?

- Read ALL pages of the Taste of Lockport Food Vendor Agreement \_\_\_\_\_
- Filled out all necessary documents: page 1 and Exhibits A, B, C & D \_\_\_\_\_
- Filled in ALL lines that require Vendor Name \_\_\_\_\_
- Filled in ALL lines that require Vendor Signature \_\_\_\_\_
- Place your initials at the bottom of every page \_\_\_\_\_
- Please enclose this entire packet in an envelope with your \$300 security deposit and drop off or mail to:  
LTHS Foundation  
Attn: Angela Adolf  
1333 East 7<sup>th</sup> Street  
Lockport, IL 60441

#### IMPORTANT...

- Once your application has been reviewed and accepted, you will receive an invoice outlining your space fees including equipment rental, and additional electricity. You may also pay the invoice via check or money order. We suggest writing two checks – we will not cash the security deposit unless needed. An email receipt will be provided. **Final payment is due by September 1, 2022.**
- You also agree to attend the food vendor meeting on September 14, 2022. In the Porter/Community Room at LTHS East Campus.
- If your application is not accepted your deposit will be returned via mail.

Please contact us with any questions or concerns.

Angela Adolf  
LTHS Foundation Director  
phone: 815-588-8126  
e-mail: aadolf@lths.org

Nicole Sanford  
LTHS Foundation  
phone: 708-214-9308  
e-mail: info@TasteOfLockport.org

Initials: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENCY NAME 123 MAIN ST BURBANK CA 91502	CONTACT NAME:	AGENT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED INSURED NAME 123 MAIN ST BURBANK CA 91502	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : INSURANCE COMPANY NAME		12345
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	POLICY NUMBER	01/30/2015	01/30/2016	WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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