2017 Windy City Wine Festival

Restaurant Vendor Agreement

This **Restaurant Vendor Agreement** ("Agreement") is made this ___ day of _____, 2017 (the "Effective Date"), between KemperLesnik Communications, Inc., with offices at 10 S. Riverside Plaza, Suite 1844, Chicago, Illinois ("KL"), and

Vendor Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Email Address: _____

Contact Phone: _____

Fax Number: _____

Mobile Phone: _____

(hereinafter "Vendor")

WHEREAS, the Windy City Wine Festival is a public event organized and coordinated by KL;

WHEREAS, KL and the Vendor wish to provide food for all attendees at the Windy City Wine Festival, and agree that the food products to be distributed to the public at the Windy City 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 Windy City Wine Festival takes place in Grant Park, Chicago, Illinois on September 8-9, 2017. KL agrees to provide Vendor with space at the Windy City Wine Festival to sell food items as listed in Section 9 below. Vendor agrees that KL shall have sole authority and discretion in the assignment of the spaces at the Windy City Wine Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set forth in this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on September 11, 2017 (the "Term").

3. Amenities: KL agrees to provide Vendor with the following amenities at Vendor's space location:
   - (a) Opportunity to sell your food products
   - (b) One (1) 10'x10' covered display space
   - (c) One (1) 8' covered table
   - (d) Two (2) chairs
   - (e) Ten (10) entry passes to the Festival
   - (f) Four (4) staff badges for Vendor booth

(g) One (1) booth sign with Vendor name

(h) One (1) 20-amp, 110 volt circuit, **if needed.** *Please indicate exact power needs on Exhibit A. Additional available for fee (see Section 8)*

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

4. Sanitation Certification. The Vendor agrees to take the City of Chicago sanitation class offered throughout the summer.

   (a) KL will provide Vendor with a potable water source;

   (b) Vendor must provide hand-washing station with container to collect wastewater;

   (c) Vendor agrees not to pour anything down storm sewers;

   (d) Vendor agrees to fully comply with all requirements of the Chicago Park District;

   (e) Vendor must secure summer sanitation certification prior to the Festival. Certification rules, regulations, and fees can be obtained from the Illinois Restaurant Association or Harold Washington College Hospitality Program. Failure to obtain the proper and required certification is a breach of this Agreement in accordance with Section 13 below;

5. Fire Department Rules and Regulation Compliance. The Vendor agrees to comply with all the rules and regulations of the City of Chicago Fire Department.

   (a) Vendor must provide an all-purpose fire extinguisher with current registration tags (Class A-B-C);

   (b) Open-flame cooking is not permitted under the Vendor's tent. All open-flame cooking must be at least five (5) feet away from the tent and separated from the public;

   (c) All liquid propane gas cylinders (LPG) must be secured. Only approved LPG connectors may be used. Charcoal is not permitted on Festival grounds;

   (d) **Deep fryer equipment is NOT permitted on the festival grounds**;

   (e) All extension cords must be rated for outside use.

6. Payment: The Vendor agrees to pay KL 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 KL no later than Friday, July 14, 2017.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by KL.

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

Friday, September 8, 2017	5:00PM to 10:00PM
Saturday, September 9, 2017	3:00PM to 8:00PM

   The Vendor shall be permitted to set-up its booth between 8:00AM and 3:00PM on Friday, September 8, 2017. No motor vehicle access will be permitted on the festival grounds.

   The Vendor shall not be permitted to strike Vendor's area until 8:00PM on Saturday, September 9, 2017 and shall have all its property removed from the Windy City Wine Festival site by 11:00PM Saturday, September 9, 2017. Failure to have all property removed may result in KL removing the property at the Vendor's sole expense.

8. Electricity: KL will supply electrical service for one 20-amp, 110 volt circuit to the space provided to the Vendor. Vendor shall list all of its electrical requirements in Exhibit A, attached hereto, and submit to KL no later than two (2) weeks prior to Event date.

   Should the Vendor request additional power after this deadline, the Vendor agrees to pay a fee for such power, if available, the amount for which will be determined based on the cost of materials and services provided by the electrician hired by KL but will be no less than Two Hundred Fifty dollars ($250.00). This amount shall be paid by cash or credit card **PRIOR** to the opening of the Event.

   KL cannot guarantee that electrical requirements not listed in Exhibit A will be available at the Event. Electrical power is provided during hours of operation only. **Power is not provided during overnight hours.**

9. Vendor Menu: **The Vendor explicitly agrees not to sell any BEVERAGES at the Windy City Wine Festival.** The Vendor agrees to sell only those item(s) as listed below and approved by KL in advance of the Windy City Wine Festival. Only LP gas may be used for open flame cooking. **Use of charcoal or deep frying/hot oil equipment is prohibited on Festival grounds.**

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

10. Vendor Obligation: The Vendor also agrees:
    (a) To clean and secure the Vendor's space at night;
    (b) To comply with arrangements made by KL for removal of grease, waste and recycling from site;
    (c) To wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operation;
    (d) To attend a Food Vendor meeting prior to the Festival if required by the Department of Public Health;
    (e) To comply with any other rules and regulations established by KL for Food Vendors and the Windy City Wine Festival.

11. Insurance: During the Term, Vendor will obtain and maintain, at its own expense, at a minimum, the following insurance coverage effective for the Event:

    Insurance: Commercial General Liability

    The limits of liability shall not be less than:

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000

The policy form shall be an "occurrence" form.

Additional Insureds. KL, its shareholders, officers, directors, employees, agents and representatives, as well as the Chicago Park District, Grant Park Conservancy, and the City of Chicago shall be added as an additional insured under the Vendor's Commercial General Liability insurance.

Certificate of Insurance: Vendor shall provide KL with a certificate of insurance with the above coverage and endorsements by no later than August 7, 2017.

12. 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, fountain pavers, etc.) provided by or through KL to the Vendor at the Windy City Wine Festival.

13. Breach: The Vendor agrees that all fees paid KL 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, KL 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. KL may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to KL as liquidated damages.

14. Indemnification: The Vendor agrees to indemnify KL, any officer or employee of KL, the Chicago Park District, City of Chicago and the Grant Park Conservancy 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 Windy City Wine Festival.

15. Limitation of Liability. IN NO EVENT SHALL KL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

16. Entire Agreement; Counterparts. This Agreement and the Exhibits hereto embody the entire agreement and understanding of the parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement. Facsimile signature or scanned and e-mailed signature shall be as effective as an original signature.

[Signature Page Follows]

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

VENDOR	KEMPERLESNIK COMMUNICATIONS, INC,
By: _____ Its authorized representative	By: _____
	Title: _____
Date: _____	Date: _____

This Agreement is not effective unless and until it is signed by an authorized representative of KemperLesnik Communications, Inc.

Contact Information:

10 S. Riverside Plaza, Suite 1844
Chicago, IL 60606
312-837-1508 Phone
312-755-3597 Fax
Attention: Nina Potempa

Exhibit A

Is power needed at your booth (circle one): YES NO

Vendor Power Requirements

If Vendor requires electrical power for its vendor space during the Event, this Exhibit A must be returned no later than August 7, 2017. Failure to provide electrical requirements by this date may result in an additional **minimum** charge of two hundred fifty dollars ($250.00) to Vendor. KL cannot guarantee that such electrical service can be provided for late submissions. Electrical power is provided during hours of operation only. **Power is not available during overnight hours.**

Power	Quantity	Purpose (provide equipment type, use, etc.)
120 volt – 20 amp circuit	_____	_____
220/240 volt – 20 amp circuit	_____	_____
220/240 volt – 30 amp circuit	_____	_____
220/240 volt – 50 amp circuit	_____	_____
120/208 volt – 20 amp circuit	_____	_____
120/208 volt – 30 amp circuit	_____	_____
120/208 volt – 50 amp circuit	_____	_____

NOTE:

220/240 volt circuits require equipment ground only – 3 wire system.

120/208 volt circuits require neutral and equipment ground – 4 wire system.

To Be Completed by KemperLesnik Communications, Inc.:

Event Name: _____

Event Dates: _____

Vendor Name: _____

Vendor Space Location (Tent#): _____