

Autumn on the Fox Art and Craft Show October 7-9, 2022

Food Vendor Contract

PLEASE READ CAREFULLY BEFORE SIGNING APPLICATION! The following are mandatory requirements that must be fulfilled to be a food vendor in the Autumn on the Fox Art and Craft Show. Art of the Heartland. Aka AH.

Insurance Requirements:

A legible, hard copy of your insurance certificate is required with \$1,000,000.00 in general liability and Worker's Compensation insurance (if you have employees working in your booth). The insurance must be valid through October 31 of this current year. A 30-day notification of cancellation is also needed. In addition, the following entities are to be listed as additionally insured on the policy:

St. Charles Business Alliance • City of St. Charles • St. Charles Park District • Art of the Heartland.

Kane County Health Department:

There is a separate fee for the permit. This permit application & fee must be submitted directly to the Kane County Health Department. If you neglect to apply for this permit, you will not be allowed to set up at the Scarecrow Festival. The Kane County Health Department can inspect each booth before vendors are able to begin operating on the first day of the Scarecrow Festival. Expect subsequent inspections throughout the festival.

Vendor-Supplied Equipment: All accepted food vendors must possess each of the following:

- 30 ft. hose to hook-up existing water supply;
- Tent; tables, etc.
- Your own quiet generator.
- One regulation fire extinguisher, inspected within the past 12 months. Keep in booth at all times.

Garbage: Participants and their employees are solely and fully responsible for their own garbage in the Dumpsters only. Participants and their employees may **NOT** use the round garbage barrels for their garbage disposal.

Grease: All food vendors are required to remove any grease from the park.

Assigned Booth Space: Booth space(s) is pre-assigned. There will be absolutely NO adjustments or switching spaces with other vendors. Only the AH staff will have sole authority to move vendors.

Signage: Signs must be displayed in an appropriate and safe manner to withstand all types of weather. Signage that obstructs the view, is deemed hazardous to safety, applied to trees, light poles, etc. will be removed.

Professionalism: There shall be NO use of profane language. **Alcoholic beverages of any kind are strictly forbidden. Any vendor not in compliance with this requirement will be escorted off the venue and all fees will be forfeited.**

Smoking: Is NOT permitted within 20ft of food vendor booths for participants and their employees.

You are permitted to leave one truck or one trailer in the park during the show. This vehicle will not be able to be moved during show hours. No exceptions.

It is mandatory that you and your workers park at the East Side Sports Complex 3565 Legacy Blvd. St. Charles. It is located off of Kirk Rd. between Rt. 64 and Rt. 38. There will be vans available all day to bring you back and forth from the park. Please display parking card (enclosed) in your front driver's side window.

BEFORE SIGNING APPLICATION, PLEASE READ CAREFULLY...

Dismissal from Autumn on the Fox Art and Craft Show: Art of the Heartland will have sole and complete control over all aspects of this event. Upon its sole discretion, the AH shall have the authority to dismiss a vendor/participant for failure to comply with any of the rules, regulations and restrictions contained herein and on application WITH NO REFUND DUE. Misconduct by a vendor/participant and their staff is grounds for exclusion during the event and in future Autumn on the Fox Art and Craft Show.

- A. The undersigned (The “Participant”) expressly agrees to the terms and conditions listed in this contract:
- B. Autumn on the Fox Art and Craft Show is an event produced by Art of the Heartland. AH shall have the right to control all aspects of Autumn on the Fox Art and Craft Show. The participant agrees to conduct its business in a manner most likely to enhance the success of Autumn on the Fox Art and Craft Show and the reputation of AH. In the event that the AH shall determine - in the exercise of its sole discretion - that the Participant is acting in a manner detrimental to Autumn on the Fox Art and Craft Show and/or AH, AH may expel the Participant from Autumn on the Fox Art and Craft Show and the Participant shall forfeits its entry fees, sanitation deposit or any other monies submitted for Participant’s involvement in Autumn on the Fox Art and Craft Show.
- C. If the Participant’s Food Vendor Application is accepted by the Art of the Heartland, the Participant agrees to staff and remain open for business Friday 10am-5pm, Saturday 10am-5pm and Sunday 10am-4pm.
- D. The Participant desires to participate in Autumn on the Fox Art and Craft Show by providing food and/or beverages for sale to the general public. If the Participant’s Application is accepted by the AH, the Participant agrees to offer ONLY those FOOD items listed on the Application. NO OTHER menu items will be permitted without prior written consent of the AH. The Participant CANNOT sell or cause to be distributed any merchandise other than the listed menu items and/or any items that include the words “Scarecrow Festival” or “St. Charles Convention & Visitors Bureau” or “St. Charles Visitors Bureau” or any combination of above words nor the St. Charles Scarecrow Festival logo in any form.
- E. The AH does not guarantee or assure exclusivity to any Participant, nor has the Participant relied upon any representation or guarantee by the AH regarding any revenues to be generated by the Participant in Autumn on the Fox Art and Craft Show.
- F. The Participant will be assigned a space within the Autumn on the Fox Art and Craft Show area with the approximate square footage of 20 feet deep by 10 feet wide. The exact location of the Participant’s space within the Autumn on the Fox Art and Craft Show area shall be determined by the AH in the exercise of its sole discretion, and the Participant agrees to accept the space assigned by the AH. The Participant agrees to conduct its business only within the space assigned by the AH.
- G. The Participant agrees to be solely responsible for the appearance of its space. Art of the Heartland will provide a preprinted menu which is required to be used. No handwritten signs will be allowed. The Participant will be solely responsible for the appearance of its staff. The AH requires that each accepted Participant provide its food vendor staff with appropriate uniforms or attire that reflects the best possible image of Participant’s business and of Autumn on the Fox Art and Craft Show.
- H. The Participant agrees to maintain its space in a neat, clean and sanitary condition during the entire Autumn on the Fox Art and Craft Show. Participant agrees to dispose of all trash it produces during the event in accordance and as directed by the AH. Participant agrees to remove all of its

equipment, product, trash and any other business items at the conclusion of Autumn on the Fox Art and Craft Show as directed by the AH. If all of the above conditions are met to the satisfaction of the AH, the separate sanitation deposit will be refunded in full.

- I. The Participant agrees to remove all vehicles and other items used in conjunction with setting up for the event by noon on Thursday; vehicles can be moved to the parking lot just outside the park, Thursday only. By 9:30am Friday, Saturday and Sunday morning your vehicles must be parked in the East Side Sports Complex minus the one allowed in the park for the duration of the show. The vehicle in the park will not be able to be moved during show hours. No exceptions.
- J. Cancellations before August 7th, 2022 will be given refunds with a \$10.00 cancellation fee. Cancellations after August 7th, 2022 will not be refunded. No exceptions.
- K. The Participant agrees to comply with all local, federal, state, city and municipal laws and ordinances in the operation of its booth during Autumn on the Fox Art and Craft Show and shall insure its merchandise, equipment, serving products and any other business-related items against loss, damage or theft. The Participant agrees to hereby release and hold harmless the AH, its officers, directors, members, associates, staff or other personnel – either temporary, part-time or volunteers – for any and all damage to, loss, destruction of, thief, mischief or deterioration to any and all of Participant’s property. The Participant further agrees to indemnify and hold harmless the AH, its officers, directors, members, associates, staff or other personnel – either temporary, part-time or volunteer – from and against any and all claims for personal or Participant’s staff injury, damage to property, loss, destruction, thief occurring in, during or about the Autumn on the Fox Art and Craft Show area, whether to Participant, its agents, employees or any third part, caused in part or in whole by participation of the Participant in Autumn on the Fox Art and Craft Show, either prior to, during or after the scheduled event.

Art of the Heartland
P.O. Box 897
Rock Falls, IL 61071

Robin Reed
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Autumn on the Fox Art and Craft Show
Food Vendor Application
October 7, 8, and 9, 2022

Please note: Applications due – **July 31st** - Applications processed in order of date postmarked

Business Name: _____ Contact: _____

Business Mailing Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (area code) _____ Fax: _____ Cell: _____

E-Mail: _____ Home Phone: _____

Federal Identification Number: _____ or Social Security # _____

All booths are for three (3) days: Friday and Saturday - 10:00 A.M. - 5:00 P.M., Sunday - 10:00 A.M. - 4:00 P.M.

10' wide X 20' deep booth \$750.00 _____

Mandatory Sanitation Deposit \$200.00 (separate check) _____
(Refund contingent upon inspection of your booth at conclusion of event)

A Certificate of Insurance MUST accompany this application

(You will not be assigned a booth without insurance certificate)
Refunds before August 10th, 2022 with a \$10.00 Cancellation Fee
Refunds will not be give after August 10th, 2022 No Exceptions

****Please make checks payable to: Art of the Heartland. P.O. Box 897, Rockfalls, IL 61071**

Each vendor is allowed to sell up to eight (8) unique items maximum, Not including beverages. The eight (8) items may include fries, however if fries are sold by themselves they count as one of your eight (8) items. No two food vendors will have the same items except Hot dogs, specialty beverage, water and pop. One specialty beverage is allowed other than soda. (example: smoothie or lemon shakeup)

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|----------|----------|----------|----------|
| 1. _____ | \$ _____ | 2. _____ | \$ _____ |
| 3. _____ | \$ _____ | 4. _____ | \$ _____ |
| 5. _____ | \$ _____ | 6. _____ | \$ _____ |
| 7. _____ | \$ _____ | 8. _____ | \$ _____ |

Specialty beverage: _____ \$ _____ Pop and water \$ _____

It is mandatory that you have ALL your food items listed WITH PRICES and your completed insurance certificate for your application to be accepted. Participant accepts and agrees to the terms and conditions as stated on Food Vendor Information sheet.

Signature: _____ Date _____