

2010 Naperville Wine Festival

Food Vendor Agreement

This agreement is made this ____ day of ____, 2010, between Naperville Wine Festival LLC, of Barrington, Illinois, (NWF), and

Vendor Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Email Address: _____

Contact Phone: _____

Fax Number: _____

Mobile Phone: _____

(hereinafter "Vendor")

WHEREAS, the Naperville Wine Festival is a public event organized and coordinated by NWF;

WHEREAS, NWF and the Vendor wish to provide food for all attendees at the Naperville Wine Festival, and agree that the food products to be distributed to the public at the Naperville 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 Naperville Wine Festival takes place at Naper Settlement, 523 S. Webster Street, Naperville, Illinois on September 17-18, 2010. NWF agrees to provide Vendor with space at the Naperville Wine Festival at which Vendor will sell products as listed in Paragraph 7 below. Vendor agrees that NWF shall have sole authority and discretion in the assignment of the spaces at the Naperville Wine Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set out in the following paragraphs.
2. Amenities: NWF 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' tented display space
 - (c) One (1) 8' skirted table
 - (d) Two (2) chairs
 - (e) Two (2) 20-amp. 110 circuits (increased power provided for additional fee)
 - (f) Ten (10) entry passes to the Festival
 - (g) Four (4) staff badges for Vendor booth
 - (h) One (1) booth sign with Vendor name
 - (i) Vendor listing in Festival Program

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

3. Permits: The Vendor agrees to obtain, at its expense, all necessary health, food, or other permits and/or licenses, including temporary permit from the DuPage County Department of Health. The Vendor also agrees to fully comply with all requirements of the DuPage County Health Department. The vendor may obtain health and sanitation rules, regulations, and fees from the DuPage County Health Department. Failure to obtain the proper and required permits will act as a breach of this Agreement in accordance with paragraph 10 below. Vendor agrees to have a representative at the site for inspection by the DuPage County Health Department prior to the operating hours of the Festival. Failure to comply with the inspection requirements may result in the Health Department denying a permit, which will in turn act as a breach of this contract as specified below.

4. Payment: The Vendor agrees to pay NWF 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 NWF no later than August 6, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by NWF.

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

Friday, September 18, 2009	4:00PM to 10:00PM
Saturday, September 19, 2009	3:00PM to 9:00PM

(b) The Vendor shall be permitted to set-up its booth between 2:00PM and 5:00PM on Thursday, September 16, 2010 and 8:00AM to 3:00PM on Friday, September 17, 2010. No motor vehicle access will be permitted to and from the Vendor's booth space at any time during the operating hours of the Event.

(c) The Vendor shall not be permitted to strike Vendor's area until 9:00PM on Saturday, September 18, 2010 and shall have all its property removed from the Naperville Wine Festival site by 12:00AM Sunday, September 19, 2010. Failure to have all property removed by 12:00AM Sunday, September 19, 2010 may result in NWF removing the property at the Vendor's sole expense.

6. Vendor Menu: The Vendor agrees to sell only those item(s) as listed below and approved by NWF in advance of the Naperville Wine Festival. The Vendor explicitly agrees not to sell ANY BEVERAGES at the Naperville Wine Festival.

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

7. Vendor Obligation: The Vendor also agrees:
 - (a) To clean and secure the Vendor's space at night;
 - (b) To comply with arrangements made by NWF for removal of waste and recycling from site;
 - (c) To provide Vendor's own fire extinguisher with current registrations dates;
 - (d) To wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operation;
 - (e) To attend a Food Vendor meeting prior to the Festival if required by the DuPage County Department of Health;
 - (f) To comply with any other rules and regulations established by NWF for Food Vendors and the Naperville Wine Festival.

8. Insurance: The Vendor agrees to provide to NWF on or before August 20, 2010, a current certificate of insurance which shall be effective for the dates of the Naperville Wine Festival, and which will provide for coverage, which shall include but not be limited to general liability coverage in the amount of at least \$2,000,000 (Two Million Dollars). Naperville Wine Festival LLC, the Naperville Heritage Society -- Naper Settlement, Naperville Area Humane Society and the City of Naperville shall all be included on said certificate as additional insureds.

9. 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, etc.) provided by or through NWF to the Vendor at the Naperville Wine Festival.

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

11. Indemnification: The Vendor agrees to indemnify NWF, any officer or employee of NWF, Naper Settlement, the Naperville Area Humane Society and the City of Naperville 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 Naperville Wine Festival.

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

VENDOR

Naperville Wine Festival LLC

By: _____
Its authorized representative

By: CEO Management, Manager

By: _____
Scott Janess, President

This Agreement is not effective unless and until it is signed by an authorized representative of Naperville Wine Festival LLC.