



## Old Canal Days Food Vendor Agreement 2023

### Preamble

- A. Old Canal Days is a community event organized and coordinated by the Lockport Chamber of Commerce for the benefit of the community it serves. It is the goal of the Lockport Chamber of Commerce that the community is provided the broadest possible choice of food products with the smallest degree of duplication, however, we cannot guarantee menu exclusivity to any vendor.
- B. The Lockport Chamber of Commerce and the Vendor wish to provide food for the community at Old Canal Days and agree that the food products to be distributed to the public at Old Canal Days should be of the highest quality possible and offered at fair prices.
- C. The Lockport Chamber of Commerce 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 2023 Old Canal Days.

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

1. **Vendor Space:** The Lockport Chamber of Commerce agrees to provide Vendor with a space (10X30 or 10X26) at Old Canal Days. Final locations will be assigned at the Food Vendor meeting on Monday, May 22, 2023

1.1 Vendor will sell only the food items listed in Exhibit A, attached hereto, at Old Canal Days

1.2 Vendor agrees the Lockport Chamber of Commerce shall have sole authority and discretion in the assignment of the spaces at Old Canal Days.

1.3 Booth trucks, tents, signs tables, cooking equipment or other related items to the Vendor operation **must not project past the provided 10X30 or 10X60 area.**

1.4 Spaces include 10'W x 30'D. Double-space 10'W x 60'D. Fresh water nearby

2. **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.

2.1 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.

2.2 Vendor must not pour anything down storm sewers, portable toilets or on grounds.

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

2.4 Vendor must obtain health and sanitation rules, regulations and pay fee from the Will County Health Department. <https://willcountyhealth.org/environmental-health-forms/> . Will County Health Department Office, 501 Ella Ave., Joliet, IL 60433.

**3. City of Lockport:** Vendor agrees to obtain, at its own expense, all necessary permits and / or licenses, including a food dispensing vehicle license from the City of Lockport. An application must be completed and submitted to the City of Lockport to obtain your license. The \$25 fee will be waived. <http://cityoflockport.net/DocumentCenter/View/3586/Food-Dispensing-Vehicles-License-Application-PDF?bidId=>

**4. Electrical:** The Lockport Chamber of Commerce will supply electrical service for 120 volt to the space provided to the Vendor.

4.1 Vendor shall list all of its electrical requirements in Exhibit C, attached hereto.

4.2 Should the vendor require additional electrical needs not originally listed in Exhibit C, Vendor must notify the Lockport Chamber of Commerce in writing prior to June 8, 2023.

4.3 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 a surge protector. Cords will be inspected after set-up prior to Old Canal Days opening as well as periodically during the event to insure all specifications are being met. Vendor(s) not meeting these specs will be required to remove and replace the cords / strips immediately.

**5. Vendor Menu:** A completed menu Exhibit A must accompany signed contract. Vendor agrees to sell only those item(s) as shown on Exhibit A and approved by the Lockport Chamber of Commerce in advance of Old Canal Days. Any changes to Exhibit A must be requested in writing to the Lockport Chamber of Commerce.

5.1 Menu item is considered any novelty item to your establishment. Included 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 put a request in writing to the Lockport Chamber of Commerce.

**6. Ice Deposit:** \$150. A dedicated ice chest(s) and ice will be available for food vendors only. Ice requisitions will be tracked via duplicate (carbon) receipts. Ice is \$5.00 per bag. Following the fest conclusion, any funds left over from the deposit will be refunded to you. If your ice usage exceeds \$150, you will need to pay with cash for each additional bag.

**7. Payment:** vendor agrees to pay the Lockport Chamber of Commerce for each space (single of double occupancy)

**8. Hours of Operation:** Vendor agrees to comply with the festival schedules for the operation if its food booth.

7.1 Vendor agrees to have a representative at the site for inspection by the Will County Health Department on Friday morning, June 9, 2023.

**9. Miscellaneous:** Vendor also agrees to:

9.1 Provide its own banners or posters identifying its operation. All banners or posters must be inside the vendors area. Signage cannot exceed beyond vendor allotted space.

9.2 Clean and secure the vendors space each night.

9.3 Comply with all rules or regulations for Food Vendors at Old Canal days established by the Lockport Chamber of Commerce and the Will County Health Department and the City of Lockport.

**10. Insurance:** Vendor agrees to provide the Lockport Chamber of Commerce a current certificate of insurance, which shall be effective for the dates of the 2022 Old Canal Days.

10.1 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 (one million dollars) per occurrence, listing the Lockport Chamber of Commerce 222 E. 9<sup>th</sup> Street, Lockport, IL 60441 as additional insured.

10.2 The certificate will provide a waiver of subrogation and 30 days of cancellation notification. The Lockport Chamber of Commerce shall be included on said certification as additional insured.

**11. Liability:** Vendor agrees to pay for any damages done by it or its agents and employees to any personal or real property (e.g. electrical equipment) provided by or through the Lockport Chamber of Commerce to the Vendor at Old Canal Days.

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

By Vendor

By Lockport Chamber of Commerce

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Vendor Authorized Representative

Agent of the Lockport Chamber of Commerce



**Old Canal Days Vendor Agreement 2023**

Exhibit B

**NOTE: BALANCE DUE MUST BE PAID IN FULL BY MAY 1, 2023**

<b>Rental Space</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
<b>(1) 10' x 30' Space</b>		<b>X \$600</b>	
<b>(1) 10' x 60" Space</b>		<b>X \$800</b>	
		<b>Total:</b>	<b>\$</b>

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

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**Exhibit C**

(Electrical Requirements)

<b>Name of Equipment</b>	<b>Voltage Requirement</b>	<b>Amperage Requirement</b>
<b>Total Amps</b>		

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

## Old Canal Days Food Vendor Agreement 2023

### Check List

Have you done the following:

- Read ALL pages of Old Canal Days Food Vendor Agreement
- Filled out all necessary document page 1 and Exhibits A, B, C
- Filled in ALL the lines that require vendor name
- Filled in ALL lines that require vendor signature
- Please enclose this entire packet in an envelope and mail to address below or email to [office@lockportchamber.com](mailto:office@lockportchamber.com):

Lockport Chamber of Commerce  
Attn: Annette Parker  
222 E. 9<sup>th</sup> St.  
Lockport, IL 60441

### **IMPORTANT:**

- Once your application has been reviewed and accepted, you will receive an invoice outlining your space fee. You may pay the invoice via credit card at the Lockport Chamber of Commerce office or via phone. You may also drop off a check to the Lockport Chamber of Commerce office at 222 E. 9<sup>th</sup> St., Lockport, IL 60441. An email receipt will be provided. Final payment is due by May 1, 2023.
- You also agree to attend the food vendor meeting on May 22, 2023
- Application and payment must be received by May 1, 2023

Please contact me with any questions or concerns.

Annette Parker

Office: 815-838-3357

Email: [office@lockportchamber.com](mailto:office@lockportchamber.com)