

8 East Galena Blvd. Suite 230  
Aurora, Illinois 60506  
Office: 630.723.2463



**2021 Temporary Food  
Vendor  
Contract**

8 East Galena Blvd. • Aurora, Illinois 60506 • (630) 723-2463 • FAX (630) 892-1084 • \ • RiverEdgeAurora.com

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**Electrical Needs**

Business Name: \_\_\_\_\_ Applicant Name: \_\_\_\_\_

**All electrical needs MUST be described here:**

Temporary Food Vendor Space: Includes access to (2) – 20 amp, 110 volt electrical outlets, access to communal potable water and trash disposal. If you do not fill this page out completely, you will not have access to power. There is no hardwiring or generator use.

**Total weight of truck or trailer cannot exceed 20,000 lbs.**

**List of Equipment (check all that apply):**

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> Cash register | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Lights        | <input type="checkbox"/> Grill**   |
| <input type="checkbox"/> Fryer         | <input type="checkbox"/> Smoker**  |
| <input type="checkbox"/> Fridge        |                                    |
| <input type="checkbox"/> Freezer       |                                    |

**Additional equipment :** \_\_\_\_\_

**Total amperage required\*:** \_\_\_\_\_ amps (I.E. Fridge 15 amps, Roaster 15 amps, Crockpot 5 amps, Fryer 13 amps)

**Total wattage required\*:** \_\_\_\_\_ watts (I.E. Microwave 1500 watts, Freezer 800 watts, Microwave Oven 1200 watts)

**Total 110v outlets required:** (Only 1 power cord can be plugged in per outlet) (1)  (2)

If you need more than 2 outlets, each outlet is \$25 per outlet (3)  (4)  (5)  (6)

220V plug-in needed plug needs: \_\_\_\_\_ volts, \_\_\_\_\_ amps, \_\_\_\_\_ # of prongs on plug  
\_\_\_\_\_ is the NEMA# (or if NEMA # not provided, then provide two photos of plug)



- We will try to accommodate requests for additional power, but extra power is NOT guaranteed.
- Generators and hardwiring are NOT allowed.
- If power and plug needs requested are incorrect, you will be charged for any required parts and labor.

\*Total amps and watts can be found on the appliance sticker or tag.

\*\*Grills and smoker require purchase of additional 10ft due to Fire Prevention requirement

First priority will be given to businesses located within the City of Aurora.

Vendor Applicant Name (Please Print): \_\_\_\_\_

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Vendor Applicant Signature

Title

Date



**Aurora Civic Center Authority  
Workers' Compensation Insurance Exempt Waiver**

**PLEASE READ AND SIGN BELOW**

**The Aurora Civic Center Authority (ACCA) requires that all Vendors on any property of the ACCA are in compliance with the Workers' Compensation Act.**

I certify that I am in compliance with the Workers' Compensation Act and carry current Workers' Compensation Liability coverage.

-OR-

I certify that I have elected to exempt myself from the Workers' Compensation Act because I am considered one of the following: sole proprietor, business partner, corporate officer, or a member of a limited liability company. In addition I certify that I do not have any W-2 employees and therefore am not required to comply with the Workers' Compensation Act.

In consideration of my participation as a Vendor and because I elected to exempt myself from the Workers' Compensation Act, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, release, and discharge the ACCA, its owners, agents, directors, employees, volunteers, assistants, guest artists, instructors, and/or students from any and all liability claims, demands, or causes of action whatsoever from any damage, loss, injury, disability or death to me or property which may arise out of participation in any activities as a Vendor on any property of the ACCA, (B) indemnify and hold harmless all entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my actions during my participation in any activities as a Vendor.

I understand this to mean that participating as a Vendor carries certain risks that could include damage, loss, injury, disability, serious injury, and even death and that I hereby waive all rights to sue the ACCA or submit any Workers' Compensation claims against the ACCA should any of those risks occur while participating as a Vendor.

**I hereby certify that I have read this document, and I understand its content.**

Company/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Authorized Representative/Owner

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Vendor Articles of Agreement

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1. **Agreement:** This contract contains all of the agreements of the parties relative to the RiverEdge Park vendor space rental and no representations, promises or statements expressed or implied have been made to the vendor unless contained herein. The vendor shall operate within the assigned space and only during specific hours and shall open and close promptly. All business conducted from assigned space(s) shall comply with all applicable state and local laws.
2. **Description of events:** The events shall be part of the annual RiverEdge Park season, to be held in downtown Aurora, Illinois. These are all rain or shine events. Entry gates open 1 to 2 hours prior to concert, but TBD for individual rental events.
3. **Non-liability:** Vendors are responsible for the safety, security and storage of their merchandise and equipment and must procure any necessary insurance or licenses required for such. The Aurora Civic Center Authority/RiverEdge Park/City of Aurora is not liable for any lost, stolen or damaged goods for any reason.
4. **Insurance:** Vendors are required to provide the Aurora Civic Center Authority with a Certificate of Insurance encompassing the event dates for general liability coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Please also provide Workers' Comp Insurance in the amount of \$1,000,000 with a Waiver of Subrogation as well as Automobile Insurance in the amount of \$1,000,000 per occurrence, this can be hired and not owned coverage. The Description of Operations/locations needs to say: "Aurora Civic Center Authority shall be listed as additional insured on a primary non-contributory basis in respects to the general liability policy". Waiver of subrogation is granted in favor of Aurora Civic Center Authority with respects to the General Liability coverage. The Certificate Holder needs to be: "Aurora Civic Center Authority, 8 E. Galena Blvd. Aurora, IL 60506". Workers' Compensation Insurance Exempt Waiver form must also be signed and returned.  
**COI must be provided to RiverEdge Park along with this signed contract.**

**5. Vendor Provisions:** Vendor agrees to provide:

- a non-stake tent, with 20 lb. weight per tent leg (no stakes allowed)
- covered and skirted front serving table and covered back tables (disposable plastic acceptable)
- large grease mats for ground protection (to cover all space under and in front of vendor space)
- outdoor approved power cables
- professionally produced signage listing all items for sale with pricing (must be visible and posted at all times)
- a fire extinguisher must be at every vendor station (10lb. A,B,C for general cooking, K for grease/deep fryer)
- food truck only: need a ventilation/hood exhaust system
- adequate means and manpower to set-up, staff and tear-down in a timely manner

6. **Garbage and Grease:** Keep the area in and around space tidy and free of trash at all times and remove or dispose of all debris at tear-down (basically leave the area as clean as originally found). Any additional cleaning of vendor space (especially grease) will be billed. If applicable, vendor must remove and correctly dispose of cooking grease/oil backstage in the grease trap. It is not to be disposed of in the event dumpster. Charcoal and wood filled grills are allowed with approval from the Fire Prevention Bureau although vendor will be held responsible for removal of ashes. No solid waste of any kind, including dry ice, is to be disposed of on site, in the Fox River or into grates in the pavement. Water may be disposed of in the street along the curb after festival close. **Ice at end of event must be dumped on pavement, not on grass.** Vending area must be neat, clean and self-contained at all times. **All refuse must be taken away or disposed of in the event dumpster backstage; NOT**

## **the patron trash bins!**

**7. Vending Containers:** No Styrofoam is permitted! The City of Aurora is working to become more environmentally conscious with sustainable initiatives. It is requested that vendors seek to dispense food and beverages in recyclable, compostable, biodegradable or “green” containers whenever possible. **Please help us be green!**

**8. Signage:** Professional quality signs noting your company name and listing all menu items with prices are to be posted. Signage cannot be hand written. Menu signage cannot exceed the width of your tent and cannot go higher than 5 feet above the front horizontal support bar of your tent. Prices must be clearly displayed and cannot deviate from prices submitted in application. Sandwich menu boards must stay within 5 ft. from your tent. Any handouts (whether paper, free samples etc.) must be done from inside the booth and must directly relate to vendor food offering.

**9. Hours of Operation:** All booths must be staffed and fully operational during the full operating hours of each event, including 1 to 2 hours prior to the start of the event, or when gates open, based on a per event basis. **All deliveries during event hours shall be done in an orderly manner so as to not disrupt routine activities or be hazardous to festival patrons.** Delivery vehicles may NOT enter event grounds during event hours and may NOT stop on Route 25 for deliveries.

**10. Check In and Out:** Vendors must complete a pre-event check-in procedure before their booth can open. **They will be inspected for requirements (see items listed in #5).** Once they are signed-off by an authorized representative of RiverEdge Park the Vendor will be issued a daily wristband that will allow their staff to enter and exit premises for shifts/deliveries. **Vendors may not leave the premises prior to Vendor checkout and walkthrough procedure, and sign-off by an authorized representative of RiverEdge Park.** This procedure verifies the pavers have been properly cleaned and cleared of all items related to said vendor.

**11. Set-up & Tear-down:** All trailers, equipment and products must be within the dimensions of your reserved space (maximum 10'x30') and not permitted outside that area. No exceptions. The vendor shall abide by the set-up time at their assigned location. **Set-up** time begins **approx. 3 hours prior to gate opening** but varies by each event and must be adequately staffed to ensure completion and full operation 30 min. prior to festival open. **Tear-down** can begin at 11:00pm (*unless the event was delayed*) and must be completed by **12:59pm or 2 hours after event ends (which ever comes first)**. All Set-up and Tear-down is the sole responsibility of the vendor. In severe weather, secure all loose equipment and valuables, lower your tents and seek shelter. We are not liable for any damage incurred in severe weather. Vendors must stop selling food once the event ends. **Vendor area is to be left in a reasonably clean manner, with all refuse taken away or disposed of in the event dumpsters located backstage. NO EARLY CLOSE OR TEARDOWN IS ALLOWED!**

**12. Vendor Vehicles:** All vehicles must be removed from event grounds one (1) hour prior to event gates opening each event day and will not be allowed on event grounds until after event close and site is cleared of patrons. Please park in an approved lot. For set-up you **MUST** unload and move your vehicle after which you can complete set up of your booth. For tear-down please pack and dismantle your booth prior to bringing your vehicle onto event grounds for loading in order to be considerate of other vendors and to avoid congestion. Your vehicle may be driven into the Park from the south gate only.

**13. Electrical:** REP will supply access to two (2) 110volt, 20 amp circuit. Vendors may not run generators. If a Vendor exceed the electrical needs listed on page 3, it shall be liable for any damages caused, including consequential damages. Any Vendor that continues to exceed its electrical needs listed on page 3 shall be considered in breach of this agreement. In the event of breach by the Vendor, REP shall be entitled to terminate this agreement, remove the Vendor from the premises and retain all fees paid by Vendor as liquidated damages for the Vender's failure to comply with this agreement. If power and plug needs requested are incorrect, you may be charged for any required parts and labor.

**14. Food Sold:** All food items sold are on the contingency of approval by RiverEdge Park. We reserve the right to have some items exclusive to the main food vendor. Any item considered being unsafe, distasteful, or inappropriate for a family environment or not part of an existing agreement, may not be sold or shown at the festival. Specialty menu items presented in an upscale manner are encouraged to highlight the unique aspects of the festivals or events. Vendor agrees to sell only those item(s) shown on menu list submitted on the application, and approved

by RiverEdge Park. No samples may be distributed from any location outside booth including stage. **Any changes to the approved menu list require written approval from REP at least 14 days in advance of the event.**

**15. Beverage Sold/Exclusivity:** **The major sponsor of soft drinks at RiverEdge Park is Pepsi,** therefore we reserve the right to require all vendors to sell Pepsi's product line (including water bottles) in lieu of any competitor's products. **VENDORS MAY ONLY SELL FOUNTAIN (24oz) AND BOTTLED PRODUCTS (20oz) FROM PEPSI AND MUST CHARGE SAME PRICE AS REP (\$3).** We ask that you stay at this price to maintain a consistent patron experience. All other beverages, sports drinks, iced teas, fruit drinks, smoothies and shake-ups are sold on the contingency of approval by RiverEdge Park. No alcoholic beverages of any type may be sold. If you would like to purchase non-alcoholic products thru REP please fill-out the request for product form and submit to us at least one week prior to each event. The product will be onsite for you to pick-up at a designated time prior to the start of the event and no sale of product will occur day-of event. All sales are final; NO returns will be accepted from REP or Beverage Company.

**16. Health Permits:** All food vendors must comply with Kane County Health Department regulations and obtain, at its expense, the required health, food or other permits, including a temporary/seasonal permit. For questions call the Kane County Health Dept. at 630-444-3040, kanehealth.com or 1240 N. Highland Ave; Aurora, IL 60506. **A copy of Health Department Permit must be provided to RiverEdge Park (with this signed contract), and displayed in your booth.**

**17. Fire Prevention Bureau:** All food vendors must comply with the City of Aurora Fire Prevention Bureau regulations and obtain the required permits. All vendors who are cooking at outside locations (aka: RiverEdge Park) must complete the Fire Prevention Form. Open-flame cooking under tent is prohibited. All open-flame cooking must be at least ten (10) feet away from all structures so purchase booth space accordingly. All grills must have grease mats under and in a 6ft radius on the ground or any fixed furniture, such as benches. For questions call the Aurora Fire Prevention Bureau at 630-256-4130 or fpb@aurora-il.org. **A copy of Fire Prevention Bureau Permit must be provided to RiverEdge Park (with this signed contract), and accessible in your booth if applicable.**

**18. Food and Beverage Taxes:** All temporary food vendors working in Aurora (aka: RiverEdge Park) must comply with City of Aurora Finance Department regulations, obtain the required permits, and provide RiverEdge Park with a copy of all applicable permits. All vendors need to provide the application along with the bond for festival vendors and pay the City of Aurora food & beverage tax. For questions call Charlie Koch 630-256-3561 or ckoch@aurora-il.org.

**19. Schedule:** On the schedule of event dates for this season, vendors will be scheduled according to our estimated attendance and specific needs of that event. RiverEdge Park reserves the right to select vendors based on the specific needs of each event. We will try to accommodate your request for certain days, but it is NOT guaranteed that an event you marked available will be assigned to your company. Booth spaces are randomly assigned. **VENDOR LOCATIONS ARE NON-NEGOTIABLE.**

**20. Security Deposit:** Food vendor will pay a one hundred dollar (\$100.00) security deposit for space via PayPal Deposit is refundable within sixty (60) days of the end of our season upon the completion of the Vendor's checkout sheet. Prior to checkout Vendor must return Vendor's space to its pre-event condition. Full deposit will be returned unless the Vendor fails to perform clean up services or otherwise fails to perform any other obligation under this agreement (see #5 for further details about clean up). The one hundred (\$100) is 100% refundable if REP rejects your contract for any reason.

**21. No Show/Cancellations:** A Vendor "no show" is when written notice is not given two (2) weeks prior to the date the Vendor is scheduled for but no longer able to attend. Deposit may be reduced by \$100 in the event of a Vendor "no show" and vendor is still responsible to pay booth fee for the "no show" date. In the event that the Vendor fails to perform under this agreement, including canceling their commitment to be a food vendor, RiverEdge Park shall retain the Vendor's security deposit and/or any other payments received and pursue any other remedies at law or in equity.

**22. Transactions:** Vendor must provide whatever means necessary to handle sales and security appropriate for

a retail booth in an event setting and is responsible for the collection and payment of any sales tax as specified by the Illinois Department of Revenue.

**23. Violations of Articles of Agreement:** Any violation of this Agreement will result in the non-issuance or revocation of the permit and/or immediate expulsion from the site and loss of all fees. Further violations could result in the removal from any and all future events.

**24. Miscellaneous:** Vendors attending events are expected to be at booths and working and are not allowed to place a chair or blanket within the park. Booth must be manned at all times. No watching, no video or audio recording of sound check or show. All vendors must have shoes, shirt and pants on at all times. Food vendor vehicles, belongings etc. subject to search. Vendors are not allowed to consume alcohol while on premises.

**25. Liability Waiver:** The vendor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the contract is being sought, to waive and relinquish all claims that may result in any manner against the Aurora Civic Center Authority/RiverEdge Park/City of Aurora, its agents, public officers, officials or employees and authorized volunteers from said event or activity, except for acts caused by the willful and wanton misconduct by employees of the Aurora Civic Center Authority/RiverEdge Park/City of Aurora acting within the scope of their employment.

**26. Hold Harmless:** The vendor hereby agrees to indemnify and hold harmless the Aurora Civic Center Authority, RiverEdge Park, City of Aurora, Illinois, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted activity or any activity associated with the conduct of the vendor's operation, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the Aurora Civic Center Authority, RiverEdge Park, City of Aurora, acting within the scope of their employment. Further, the vendor agrees to indemnify the Aurora Civic Center Authority, RiverEdge Park, City of Aurora and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the vendor's use of public property or operation of the concession as set forth in this contract.

**27. Deadline:** RiverEdge Park maintains the right to accept or deny vendor applications and contracts. The late fee will continue to accrue each month the payment is late. Vendors owing any money will not be allowed to vend. Payments must be paid online thru PayPal.

### Checklist before submission of application and contract:

- Vendor Contract completely filled out (pages 2, 3)
- Vendor Contract initialed (pages 2-8)
- Provide a Certificate of Insurance that meets requirements (pending limits and wording match contract)
- Provide a copy of Health Department Permit
- Post bonds and provide Mobile Food Unit application for City Of Aurora Finance Department
- Payment for the security deposit (\$100): total \$100 due with signed contract (checks payable to Aurora Civic Center Authority)

**Any returned contract that does not include all the items above will be considered incomplete until all items (including security deposit and processing fees) are submitted. This Agreement is not approved until signed by an authorized RiverEdge Park representative.**

Contracts and \$100 (deposit payable through check or PayPal)

Mobile Food Unit Application and Bond Payment (check payable to the City of Aurora)

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I have read and understand the Articles of Agreement as set down herein. I agree to abide by said Articles and any violation of the Articles could cause expulsion from the site and loss of all fees.

Vendor Applicant Name (Please Print): \_\_\_\_\_

\_\_\_\_\_  
**Vendor Applicant Signature** **Title** **Date**

\_\_\_\_\_  
**Aurora Civic Center Authority Authorized Agent Signature** **Title** **Date**