



## 2012 DEKALB CORN FEST VENDOR BOOTH SPACE CONTRACT

**2012 Corn Fest Date: August 24-26, 2012**

As Corn Fest 2012 approaches, we wanted to share some opportunities that will be available to our vendors. The festival is located at the DeKalb Taylor Municipal Airport. As a vendor, it is important for you to read **this packet very carefully**.

Due to the festival location and electrical requirements, vendors will only be taken on a **first-come, first-served basis with a complete signed packet and payment**. The festival layout will remain the same from 2011. Feel free to contact any of us with questions. For the latest updates, visit our website at <http://www.cornfest.com>.

This year, the festival will start on Friday, August 24, 2012 for all events and vendors! Set-up for the festival will be on Friday, August 24, 2012.

As always, the festival organization is ready and willing to assist in answering any questions you may have regarding your participation in the weekend's festivities. For more information, please call 815/748-CORN (815-748-2676) and the Corn Fest staff will be happy to help. Finally, as you review the attached booth space application, I would like to highlight several important items:

A **completed** booth space application includes the following:

- **Signed and initialed** booth space application (see DeKalb Corn Fest Guidelines).
- **Check or credit card payment** covering booth space fee plus additional fees, if applicable. Please make checks payable to: *DeKalb Corn Fest, Inc.*
- **Certificate of Insurance** (see DeKalb Corn Fest Inc. Guidelines, Item #3).
- **Photograph** of your booth display (if possible).

DeKalb Corn Fest has **sole authority** over booth placement. Local sales tax forms will be sent with your confirmation letter. It is **YOUR** responsibility to submit to the City of DeKalb. **Note: If you are in tax arrears with the City of DeKalb, you will not be allowed to purchase a booth space until the City is paid.**

Food vendors are required to follow all DeKalb County Health Department rules, including on-site mechanical refrigeration units. Coolers filled with ice do not qualify.

Confirmation **will be emailed or faxed as soon as booths are placed. If your email or fax is not on the application, you will not be sent confirmation.**

We look forward to working with you again to make this year's festival another community success and seeing you at the 2012 DeKalb Corn Fest!

Sincerely,

**L i s a W i l c o x**

Vendor Chair

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

Please read this application carefully and answer every question completely. Your initials are required on the bottom of every page and the application form. After applications are accepted, there are no refunds, no exceptions.

## PREAMBLE

- A. Corn Fest is a DeKalb community event organized and coordinated by Corn Fest, Inc. for the benefit of the community that it serves, and it is the goal of Corn Fest that the community be provided the broadest possible choice of food products with the smallest degree of duplication.
- B. Corn Fest and the Vendor wish to provide food for the community at Corn Fest, and agree that the food products to be distributed to the public at Corn Fest should be of the highest quality possible.
- C. Corn Fest 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 2011 Corn Fest.

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

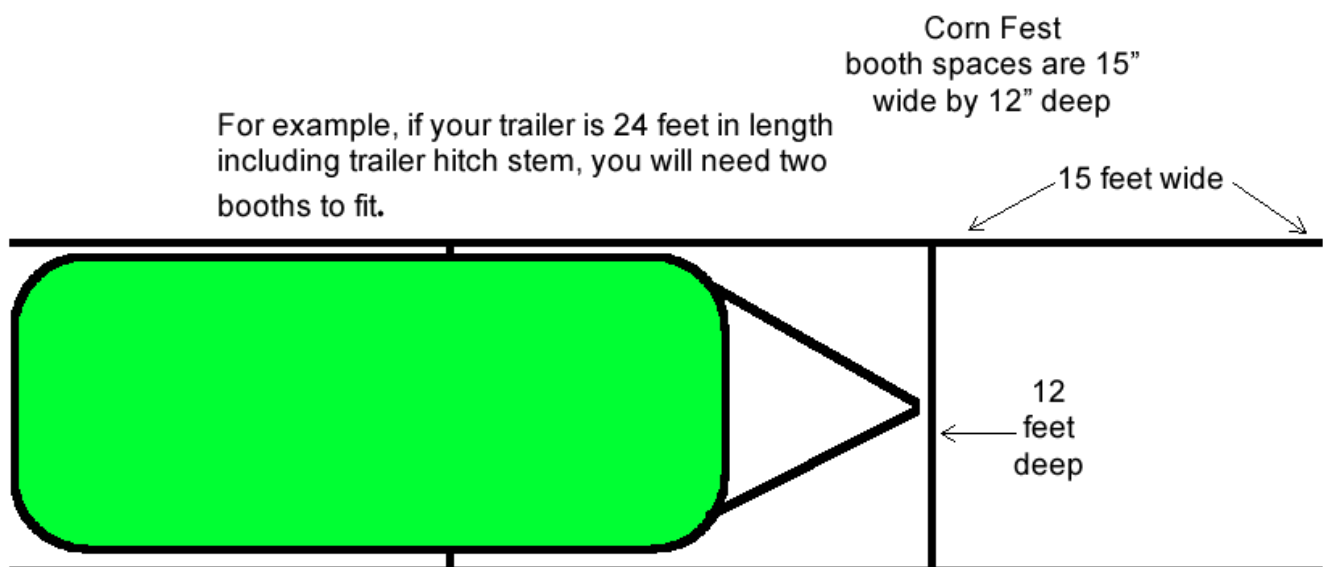
**1.0 Vendor Space:** Corn Fest agrees to provide Vendor with spaces at the Corn Fest described in the following pages..

1.1 Vendor agrees that Corn Fest shall have sole authority and discretion in the assignment of the spaces at the Corn Fest.

1.3 Any Vendor located on festival grounds must provide their own tent or other shelter to cover for their space.

1.4 Booth tents, signs, tables, condiment tables, cooking equipment, or other items related to Vendor operation must not project past marked booth space. If your equipment does not fit within our spaces, you must pay for an additional booth space. See Image Below.

1.5 Corn Fest will not provide any items not specified in this Agreement.



# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

Please see Exhibit 'B' to list electrical items and amperage at festival.

**2.0 Vendor Space Cleanup:** Vendor will assure that booth space is THOROUGHLY cleaned at tear down.

2.1 Cleanup includes, but is not limited to, the dumping of any remaining ice, the picking up of the booth space floor, and the cleanup of any other debris around the space.

2.2 If Vendor fails to perform these services, the DeKalb Corn Fest reserve the right to provide the additional clean up and bill the cost to the vendor.

**3.0 Violations** DeKalb Corn Fest, Inc., the City of DeKalb, DeKalb Taylor Municipal Airport, and the DeKalb Park District reserve the right to pursue restitution resulting from violations.

Please see Exhibit 'C' for a complete list of violations and penalties.

**4.0 DeKalb County Department of Health:** Food vendors will be continually inspected by the County Health Department and by the DeKalb Corn Fest Inc. staff during the festival. Proper storage, preparation, etc., of cooked items will be strictly enforced. Health Department Guidelines will be included with your confirmation letter. "If you are in violation of the Health Codes, you have to leave and forfeit you funds".

**NOTE:** On-site mechanical refrigeration unit *are required* of all food vendors dealing with potentially hazardous perishable food items, such as meat, poultry, fish and dairy items. **YOU WILL NOT BE ALLOWED TO OPEN UNTIL YOU HAVE RECEIVED YOUR PERMIT.**

4.1 Corn Fest will provide Vendor with a potable water source. There is no running water to booths. Vendors choosing to use this water source must provide an approved food grade quality bucket to transport water.

4.2 Ice is available for purchase from Corn Fest. The cost of ice will be determined by Boy Scout Troop #33. The Vendor may have ice delivered from the Scouts at the designated times which will be determined by the Boy Scout Troop #33. Corn Fest will not transport ice to your booth.

4.3 Vendor agrees to fully comply with all requirements of the DeKalb County Health Department.

4.4 Vendor will not smoke in their booth.

4.5 Vendor will provide hand-washing station with container to collect wastewater.

4.6 Vendor must obtain health and sanitation rules, regulations, and fees from the DeKalb County Health Department. <http://www.dekalbcountyhealthdepartment.org/CklistOp.pdf>

**5.0 Grey Water, Grease, and Garbage:** Vendor agrees to comply with the rules pertaining to grey (used) water, grease, and garbage disposal. Failure to comply with these rules may lead to the forfeit of the Vendor's security deposit.

5.1 Corn Fest will provide a grease container. Vendor agrees to dispose of all grease into this container.

5.2 Trash shall not be piled up under Vendor tent. Trash removal to the proper containers shall be conducted on a regular basis as needed. Waste and recycling containers will be available and *all vendors are responsible for cleaning their own spaces.*

5.3 Corn Fest will provide garbage dumpsters. Vendors are expected to remove all garbage from their vending location to a designated spot by 10 PM Friday, Saturday, and 6 PM on Sunday

5.4 Vendors selling items that generate a large amount of garbage such as corn cobs, etc. will be required to lease a 2 yd. container from Corn Fest for the festival weekend.

5.5 **NO GLASS will be disposed of in toters. YOU MUST USE THE RECYCLING CONTAINER FOR GLASS.**

5.6 Charcoal must be disposed of in the vendor's own fireproof containers and removed from the site

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

or disposed of in the container provided by the festival.

5.7 A large recycling container is available on premises. Do NOT dispose of cardboard boxes in totes on site you must use recycling container. Vendors not in compliance will be fined.

6.0 City of DeKalb Fire Department: Vendor agrees to comply with all the rules and regulations of the City of DeKalb and the DeKalb Fire Department. For further questions, please call the DeKalb Fire Department, Fire Prevention Officer Lt. Karl Froehlich at (815) 748-8460.

6.1 All Food Service Vendors must have a Class 2A - 40BC rated fire extinguisher; any vendors cooking with oil are required to have an additional fire extinguisher with a Class K rating. All fire extinguishers must be easily accessible within the vending area.

6.2 Open-flame cooking under a tent is prohibited. All open-flame cooking must be at least five (5) feet away from tent. Discarded coals shall be soaked and properly disposed of in charcoal container located on premises.

6.3 Vendor must maintain clearance of paper products and other combustible material from heat producing appliances.

6.4 The DeKalb Fire Department will make random inspections throughout the festival weekend. Vendors not in compliance will be made to comply, be fined, or be asked to leave the festival without a booth space refund.

6.5 Vendor tents must be adequately secured with sand bags or water barrels, no spikes or stakes are allowed.

6.7 All lighting under or around tents or canopies must be listed and labeled for damp location or wet location as appropriate.

**7.0 Electrical:** Electricity will be available in limited amounts. Electrical inspectors will be on-site to check electrical hook-ups and to remove any potentially dangerous situations. (Any additional electric requirements other than what was requested on the application will be charged to you directly and will be paid in full before you will be able open for business).

7.1 Vendor shall list all of its electrical requirements in Exhibit C, attached hereto. Should the Vendor require an additional 110-volt, 20 amp circuit, the Vendor agrees to pay an additional flat fee of two hundred fifty dollars (\$250.00) per additional 110 volt, 20 amp circuit. These additional circuits are only sold in these increments. Any electrical requirement in excess of the above (included 110 volt, 20 amp circuits) shall be **prepaid** in addition to the cost of materials and services provided by the electrician hired by Corn Fest, at the electrician's hourly rate and material costs.

7.2 All electrical fees shall be paid no later than with the final installment of the space fees.

7.3 Any electrical needs not listed in Exhibit C, are ordered late (after midnight of the Food Vendor meeting which is August 19, 2010) or on the weekend of the Corn Fest, if available, will be charged to the Vendor at a rate of four hundred dollars (\$400) per 110-volt, 15 amp circuit (3 plugs) outlet, plus the electrician charges payable prior to installation. This payment will be required to be paid in cash.

7.4 No sharing of electrical usage is allowed between Vendors. This will be enforced.

7.5 Corn Fest cannot guarantee that electrical requirements not listed in Exhibit C will be available at the Corn Fest. Most likely, they will not be available, as the supply is limited.

7.6 If a Vendor exceeds the electrical needs listed in Exhibit C, it shall be liable for any damages caused, including consequential damages. Any Vendor that continues to exceed its electrical needs listed in Exhibit C shall be considered in breach of this agreement. In the event of breach by the Vendor, Corn Fest 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 Vendor's failure to comply with this agreement.

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

**8.0 Vendor Menu:** A completed menu (Exhibit A) must accompany the signed contract. Vendor agrees to sell only those item(s) as shown on Exhibit A.

**9.0 Hours of Operation:** Vendor agrees to comply with the schedules for the operation of its food booth as stated per the location option above.

9.1 Vendors arriving onsite must obtain Corn Fest Food Vendor Committee Approval before setting up. **Vendors may not set up their booth until 11:00 AM on Friday, August 24, 2012. Take-down time for Vendor's area will be no earlier than 6:00 PM on Sunday, August 26, 2012** or after the event has been cleared by the DeKalb Police Department, whichever is later.

9.2 Vendor agrees to allow a representative at the site for inspection by the DeKalb County Health Department on the Friday of the fest, at a time to be specified to Corn Fest by the Health Department.

**10.0 Miscellaneous:** Vendor also agrees to:

10.1 Provide its own banners or posters identifying its operation and to abide by Corn Fest' regulations regarding placement and size of such banners or posters. All banners or posters must be inside the Vendor's space.

10.2 Wear uniforms, hats or other items of clothing to help identify the persons involved in Vendors operation.

10.3 Clean and secure the Vendors space each night (Corn Fest does not supply separate security).

10.4 Comply with all arrangements made by Corn Fest for removal of grease (if applicable) and waste from the site.

10.5 Comply with any other rules or regulations for Food Vendors and the Corn Fest established by Corn Fest, the City of DeKalb, the DeKalb County Health Department, and the DeKalb Fire Department.

10.6 File and pay all food and beverage taxes due to the City of DeKalb.

10.7 File the appropriate Illinois sales tax return forms with the Illinois Department of Revenue after the event.

**11.0 Insurance:** Vendor agrees to provide to Corn Fest on or before August 1, 2010 a current certificate of insurance, which shall be effective for the dates of Corn Fest.

11.1 The certificate will provide for coverage, which shall include, but not be limited to, general liability coverage in the amount of at least \$1,000,000 (One Million Dollars).

11.2 The certificate will provide a waiver of subrogation and thirty (30) days cancellation notification. DeKalb Corn Fest, Inc., the City of DeKalb, and the DeKalb Park District shall be included on said certificate as additional insured's.

**12.0 Liability:** Vendor agrees to pay for any damage done by it or its agents and employees to any personal or real property of Corn Fest, City of DeKalb at the Corn Fest.

**13.0 Security Violations and Failure to Perform:** Vendor agrees to abide by all security measures set forth by the City of DeKalb, The DeKalb Park District and DeKalb Corn Fest.

13.1 Failure on the Vendor's part to comply with these measures shall be a breach of this agreement.

13.2 In the event of breach by the Vendor, Corn Fest shall be entitled to terminate this agreement, retain all fees paid by Vendor as liquidated damages and demand the immediate exit of the Vendor from the event.

**14.0 Failure to Disclose:** Vendor agrees that all fees paid to Corn Fest are non-refundable, and that any failure on the Vendor's part to disclose completely and truthfully the information requested in this

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

agreement shall be a breach of this agreement.

14.1 In the event of breach by the Vendor, Corn Fest 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.

**15.0 Indemnification:** Vendor agrees to indemnify the DeKalb Corn Fest, the City of DeKalb, and/or the DeKalb Park District 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 Corn Fest.

**16.0 Litigation or Collection:** In the event of litigation or collection proceedings result from a breach of this contract, the Vendor agrees to pay any and all damages and costs including reasonable attorneys' fees of the DeKalb Corn Fest, Inc., to enforce the terms of this contract.

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

By Vendor:

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

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

## TEMPORARY FOODSERVICE ESTABLISHMENT REGULATIONS

The following is a list of basic requirements needed for temporary foodservice in DeKalb County. *All requirements shall be met prior to and at all times during operation.* Contact our office if you have any questions.

- **Permit/License to operate:** A permit must be applied for and proper fee paid in order to operate. Contact our Department prior to the event to ensure compliance.
- **Handwashing facilities:** Adequate facilities must be provided, including a sufficient amount of clean, warm water, soap, and paper towels. No common-use or reusable towels are allowed. *Soap and paper towels are required to be in dispensers allowing for easy removal of the paper towels. Picnic jugs with faucet-type (not push-button) dispenser equipped with warm water are encouraged, providing that a method for catching run-off is provided and the catch bucket is emptied frequently into an approved treatment area.*
- **Personal Hygiene:** Persons with cuts, boils, respiratory infections and communicable diseases shall not be allowed to work with food. Hands must be washed after any possible contamination. Hair restraints are required. Outer clothing shall be clean and must cover armpits as well as other body hair. Smoking and eating are prohibited in the food preparation areas. Drinking is only allowed in food prep areas if from a clean cup with a tightly fitting lid and if a straw is used.
- **Food Temperature Requirements:** All potentially hazardous foods (meats, milk, milk products, poultry, eggs, fish etc.) must be maintained at proper temperatures. COLD foods must be maintained below 41°F. A stem thermometer is required at each stand for checking food temperatures. *Mechanical refrigeration* is required to keep cold foods below 41°F and a thermometer must be supplied for each unit. Hot holding devices must be sufficient to hold hot foods at a minimum of 135°F at all times.
- **Food Storage:** Food must be stored off the ground on pallets or shelves. All food must be adequately covered to prevent contamination from insects or dust. Toxic items must be stored below or away from food products to avoid possible contamination.
- **Ice Supply and Handling:** Foods are not allowed to be stored in ice, except pressurized containers or soft drinks. The ice/water must contain 50 ppm chlorine, and be changed frequently to keep water and beverage containers clean and sanitary. Ice used for beverage storage shall not be used for consumption. Ice must come from an approved source and be stored in single use bags. Scoops or dippers must be used to dispense ice. No hand dipping is allowed.
- **Multi use Eating, Drinking, and Cooking Utensils:** Establishments which use multi-use items (i.e. dispensing utensils, pots, etc.) shall provide facilities for washing, rinsing, sanitizing, and air drying of these items. Single service eating and drinking utensils shall be stored off the ground to avoid contamination.
- **Food Equipment and Supplies:** Food equipment shall be in good repair and be easily cleanable. Food contact surfaces need to be cleaned and sanitized as often as necessary, or after each use. Appropriate utensils must be used at all times to avoid contamination of food. All food supplies must be obtained from approved sources according to the State Code. Any hoses used are required to be food grade hoses. Home-canned/processed foods will not be permitted. All fruits and vegetables must be thoroughly washed prior to using.
- **Food Stand Construction:** Food preparation areas shall have ceilings and sides constructed in such a way that prevents the entrance of insects and dust. Ceilings and sides must be constructed to protect the interior of the stand from the elements. Doors shall be solid or screened and shall be self closing. Counter-service openings shall be kept closed, except when in use, to prevent the entrance of pests. *Rev. 9-11*

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

**Festival Dates for 2012: Friday-August 24 Saturday-August 25 Sunday-August 26**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2012, between the DeKalb Corn Fest, Inc., an Illinois Not-For-Profit Corporation of DeKalb, Illinois, (hereinafter "Corn Fest") and

**OFFICIAL BUSINESS NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**CONTACT PERSON(S)** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **CELL** \_\_\_\_\_

**FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**ILLINOIS TAX #:** \_\_\_\_\_

*Please disclose the name(s) of the principal owner(s) and any managers who will work the 2011 DeKalb Corn Fest event:*

Names of Mangers & Owner(s) To Be Present at Event	Worked Corn Fest Before? Yes No	If Yes, under what Company Name?

For more information, please call 815/748-CORN (815-748-2676) and the Corn Fest staff will be happy to help with any questions. You may also contact us by email at [vendors@cornfest.com](mailto:vendors@cornfest.com)

## EXHIBIT 'A'

**(List of Food Items to Be Sold)** Please list all items in preferential order.

Menu Item	Cooking / Reheating Method	Price Charged for Food Item

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

## EXHIBIT 'B'

(Electrical Requirements) List electrical items to be used in booth

Type of Equipment	Voltage Requirement	Amperage Requirement

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

I have read and understand the above penalty schedule. I understand that should I incur any violations; the DeKalb Corn Fest, Inc. will deduct the amount of the violation according to the above schedule, from my Security deposit. DeKalb Corn Fest, Inc., City of DeKalb, and DeKalb Park District reserve the right to pursue restitution resulting from penalties/violations including, but not limited to resulting legal fees.

Vendor Signature: \_\_\_\_\_

(Signature must match signature on page 6 of this agreement)

# 2012 DEKALB CORN FEST BOOTH SPACE CONTRACT

(Envelope must be post mark on or before August 13, 2012 to avoid Late Registration Fee)

**Fees:**

\_\_\_ 12x15 Booth(s)

Out of Town Vendor \$900 booth = \$ \_\_\_\_\_

DeKalb County Business \$450 booth = \$ \_\_\_\_\_

DeKalb County Non-Profit \$250 booth = \$ \_\_\_\_\_

Food Inspection Fee \$125 per booth location \$ \_\_\_\_\_  
 (See item #4.o. Exhibit 'A' must be completed)

2yd Dumpster rental with 1x per day servicing \$100 \$ \_\_\_\_\_

**Electrical Fee:**

Charges are based on the amount of power you require. Vendors requesting 120v 20amp power will be on individual circuits. You will need to provide your own extension cords. Corn Fest recommends 12 gauge/3 wire extension cords. **Three phase power [120/208v] is available in limited quantity.** Vendors requesting three phase power will tie directly to the main distribution panels using your cable. **If you require any power above the standard 120v/20amp service please contact Corn Fest directly to discuss your electrical needs. Any electrical use other than what has been requested below will be charged to you and must be paid in full before you will be allowed to open for business.**

120v 20amp circuits – circle quantity: Number of circuits \_\_\_ x \$85.00 per circuit \$ \_\_\_\_\_

120/208v three phase – circle amps needed. \_\_\_40\_\_\_60\_\_\_80\_\_\_100 @ \$450.00 \$ \_\_\_\_\_

Vendors requiring power must have Exhibit 'B' filled out in its entirety.

**LATE REGISTRATION FEE \$125 (Post marked on or after August 13 2012)** \$ \_\_\_\_\_

**All payments after August 13<sup>th</sup> must be cash, credit card, or certified check**

**TOTAL DUE** \$ \_\_\_\_\_

(Make check payable to DeKalb Corn Fest, Inc.)

I HAVE READ THE ENTIRE DEKALB CORN FEST, INC CONTRACT (ENCLOSED), AND I UNDERSTAND THAT FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN COULD RESULT IN THE LOSS OF MY BOOTH SPACE WITHOUT ANY REFUND OF FEES. I release DeKalb Corn Fest Inc., DeKalb Park District, and the City of DeKalb from any liability and responsibility for any loss, damage, or bodily injury before, during, or after the festival herein. DeKalb Corn Fest, Inc. reserves the right to refuse any application.

ACCEPTED BY \_\_\_\_\_

SIGNATURE

DATE \_\_\_/\_\_\_/\_\_\_

RETURN APPLICATION AND FEE TO: [vendor@cornfest.com](mailto:vendor@cornfest.com) or mail application to: DeKalb Corn Fest  
 1586 Barber Greene Rd., DeKalb, IL 60115

**DON'T FORGET TO ENCLOSE CHECK AND CERTIFICATE OF INSURANCE**  
 PLEASE NOTE THAT THE CERTIFICATE NEEDS TO SAY: *DeKalb Corn Fest, DeKalb Park District & City of DeKalb are additionally insured for three (3) days, August 24, 25 & 26, 2012*