



Retail/Service/Display Vendor Contract  
**2018 Pilsen Food Truck Social**  
Friday, June 15<sup>th</sup> 4pm-10pm,  
Saturday & Sunday, June 16<sup>th</sup> & 17<sup>th</sup> 2018 11am-10pm  
[www.pilsenfoodtrucksocial.com](http://www.pilsenfoodtrucksocial.com)

## 2018 PILSEN FOOD TRUCK SOCIAL Retail VENDOR CONTRACT

This Vendor Contract is between \_\_\_\_\_ ("Vendor") and Optimum Events LLC ("Optimum") in regards to the Pilsen Food Truck Social ("Festival").

### Section 1. Grant of Space

Upon acceptance, which shall be given or withheld in Optimum's sole discretion, and upon receipt of application, signed contract, and payment, Optimum will grant Vendor the right to use, on the terms and conditions herein, a designated booth in Festival ("Space") on June 15, 16, 17 2018. Festival will take place on 18th Street between Racine and Allport (1200-1300 W 18<sup>th</sup> Street). Vendor will be emailed notification of acceptance by May 11<sup>th</sup>, 2018. Payment will be refunded if application is not accepted. Final site plan, specific vendor space assignments and load-in instructions will be emailed by June 13th, 2018.

### Section 2. Laws and Permits

- A. Vendor must comply with all relevant local, state and federal laws.
- B. Vendor is responsible for obtaining and paying for any and all business licenses and taxes that are required for its operation, including state sales tax.
- C. If selling goods, Vendor must provide Optimum with a valid IBT Number.
- D. Optimum is required by law to provide the IL Dept. of Revenue a complete list of Vendors participating in Festival.
- E. Vendor will not be allowed to participate unless Vendor is in full compliance with all city and state requirements and other responsibilities under this Agreement, including but not limited to the timely submission of certificates and required documents and timely payment of the participation fee.

### Section 3. Use of Space; Vendor Conduct

- A. Vendor's use of Space is non-transferable. Vendor may not allow anyone else to use Space without the express permission of Optimum.
- B. Optimum offers no guarantees or warranties of any kind. Festival occurs rain or shine. There will be no refunds whatsoever if any unforeseen circumstances, acts of God, weather, terrorism, or war result in the cancellation of the event. Once application is submitted, refunds will only be given if application is rejected by Festival.
- C. Space is provided "as-is". Limited numbers of tables, chairs, canopies, and electricity hook ups are available to rent from Festival. Vendors requiring rented equipment must enclose the required fee and order each item on the application.
- D. Rentals: chairs and tables will be available for pick up at a central location—and MUST be returned and checked-in at that same location Sunday evening.
  1. Missing rental equipment costs will be billed to Vendor if not returned and checked-in.
  2. Rented tents will be erected in Space.
  3. If ordered, an electric outlet will be available near Space, Vendor should bring a 100-foot outdoor extension cord to reach the outlet.
- E. Vendor must weigh down tents brought in independently with sand bags, water barrels, or cement buckets at Vendor's expense. If tents are not weighed down to the satisfaction of Festival, Optimum may choose to remove them and/or charge Vendor for cost of additional water barrels. (\$110 per barrel).
- F. Vendor must keep merchandise within allotted boundaries of Space. Space will be assigned and notification given by Optimum to Vendor via email by Vendor Placement & Site Plan Date indicated on application.
- G. Vendors shall not be permitted to amplify music without prior written consent of Optimum.
- H. Vendors must be set up and ready for operation by the official opening time of Festival and must vacate Festival grounds no later than three hours after the official closing time of Festival. Vendor may not vacate Festival prior to the official closing time of 10 pm without the express permission of Optimum.
- I. Vendors must remove all products and equipment (besides rented equipment) overnight each night of Festival. It is at Vendor's own risk to leave any equipment or product belonging to Vendor on Festival site overnight. Optimum cannot be held responsible for any loss or damage to said product or equipment.
- J. Vendor must remove Vendor's own trash from Space and dispose of it properly in containers provided by Optimum. Vendor must leave Space trash-free and in the same condition as initially provided. Vendor will be charged \$150 penalty for any debris or trash left on site with photographic evidence.
- K. No vehicles will be permitted on Festival grounds at least within one hour prior the official opening time of the Festival. Hours may be modified as determined by onsite management. During the Festival hours of operation merchandise must be transported by hand or small cart. Vendor is responsible for parking arrangements.
- L. All the terms of Vendor Application and any Notes associated therewith are incorporated in and made a part of the Vendor Contract.

**APPLICATION, CONTRACT & PAYMENT DEADLINE: May 4<sup>th</sup>, 2018**

Notification of Acceptance/Rejection (email): May 11<sup>th</sup>, 2018

Vendor Placement, Load In Instructions & Site Plan (email): June 13<sup>th</sup>, 2018



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*Section 4. Merchandise; Prohibited Items*

- A. Festival management may inspect Vendor merchandise at any time to determine it is consistent with the merchandise represented in the Vendor's application. Optimum may terminate Vendor's rights granted herein if Vendor's merchandise is not consistent with its application.
- B. In accordance with Illinois law, Vendor is prohibited from selling baby food, infant formula, or similar products or any pharmaceuticals, over-the-counter drugs, or medical devices. Vendor may only sell cosmetics if Vendor has an identification card identifying Vendor as an authorized representative of the cosmetics manufacturer or distributor.
- C. Vendor is also prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Illinois or federal law, or any merchandise that Optimum considers racist, discriminatory or offensive.

*Section 5. Indemnification and Release*

- A. Vendor will release and will hold harmless Pilsen Food Truck Social, Optimum Events LLC, Criterion Productions, Empty Bottle Presents, Thalia Hall, Illinois Food Truck & Trailer Owners Association, St. Procopius Church, The City of Chicago, and The City of Chicago Department of Cultural Affairs and Special Events from any and all claims arising from any injuries, losses or damages (whether to person or property) caused by Vendor, Vendor's merchandise, or Vendor's participation in Festival.
- B. Vendor agrees to indemnify Pilsen Food Truck Social, Optimum Events LLC, Criterion Productions, Empty Bottle Presents, Thalia Hall, St. Procopius Church, The City of Chicago, and The City of Chicago Department of Cultural Affairs and Special Events from any and all expenses arising because of any such claim.

*Section 6. Advertising*

- A. Any Vendor wishing to advertise must do so at Vendor's own expense. Any advertising of Festival must be approved in writing by Optimum prior to publishing.

*Section 7. Causes for Denial of Selling Privileges; Disciplinary Actions*

- A. Any Vendor who seeks to evade payment, refuses to make payment of the proper rental and space fees or ignores the festival operational guidelines will be denied selling privileges.
- B. Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on Festival premises and will be cause for denial of selling privileges.
- C. If Optimum learns of written or verbal complaints against Vendor showing reasonably conclusive evidence that Vendor has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise, or (ii) giving false information regarding the origin, variety, quality, condition or value of the merchandise, Optimum may terminate the rights granted to Vendor herein and/or take other appropriate action.
- D. Optimum may take appropriate action against any Vendor who fails to comply with relevant laws (federal, state, and local), this Vendor Contract, or other rules established by Optimum. Such actions may include, but are not limited to, termination of the rights granted to Vendor herein, permanent denial of selling privileges, or other relief deemed necessary by Optimum.

Optimum may impose additional rules and regulations, as Optimum deems necessary. Optimum will notify Vendor of these additional rules. Please make a copy of this contract for your records. Signed contracts will remain at the Optimum office.

**2018 VENDOR CONTRACT EXECUTION**

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

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

\_\_\_\_\_  
Date

**APPLICATION, CONTRACT & PAYMENT DEADLINE: May 4<sup>th</sup>, 2018**

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