



Food Truck Vendor Contract
2018 Pilsen Food Truck Social
Friday, June 15th 4pm-10pm,
Saturday & Sunday, June 16th & 17th 2018 11am-10pm
www.pilsenfoodtrucksocial.com

2018 Pilsen Food Truck Social Food Truck VENDOR CONTRACT:

This Vendor Contract is between _____ ("Vendor") and Optimum Events LLC ("Optimum") in regards to the Pilsen Food Truck Social event ("Event").

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 space in Festival ("Space") on June 15, 16, 17 2018. The Event will take place on 18th Street between Racine and Allport (1200-1300 W. 18th Street). Payment will be refunded if application is not accepted. Site plan, Space assignment & 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. Vendor must provide Optimum with a valid DBACP Account number, current mobile food license number and either a 180 Special Event permit or a Single Event special event permit application and an additional \$75 in order to sell food at Festival.
- D. Optimum is required by law to provide the City and 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 onsite is provided "as-is".
- D. Vendor must keep food truck and set up 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.
- E. Vendors shall not be permitted to amplify music without prior written consent of Optimum.
- F. Food Truck Vendors must load in at the assigned load in time, 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 Sunday without the express permission of Optimum. Food Trucks arriving late may not enter the site after the event has opened.
- G. Food trucks may pull out of the site when security and operations teams deem it safe to do so after the close of the event each night. It is at Vendor's own risk to leave any equipment (besides rental equipment) or product belonging to Vendor on Festival site overnight, and Optimum cannot be held responsible for any loss or damage to said product or equipment.
- H. Vendor must remove its 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 FINE** for any debris or trash left on site with photographic evidence.
- I. Vendor must wait until any hot coals are cool to the touch prior to dumping in Festival dumpster. Dumping hot coals in Festival dumpster (coals not cool to the touch) is a safety hazard and will result in a **\$1,000 FINE**.
- J. All the terms of Vendor Application and Notes associated therewith are incorporated in and made a part of this Vendor Contract.

APPLICATION, CONTRACT & PAYMENT DEADLINE: May 4th, 2018

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

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



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Section 4. Merchandise/Food

- A. Festival management may inspect Vendor merchandise/ menu / food at any time to determine it is consistent with the menu represented in the Vendor's application. Optimum may terminate Vendor's rights granted herein if Vendor's food 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.
- C. Food Truck Vendor is to offer a sample size portion of food from their regular menu which has a retail value of at least \$3.33 or more in exchange for a Sample Ticket purchased and turned in by a patron onsite. The sample item must be available during all hours of the festival. Vendor will be reimbursed \$2.50 per sample ticket collected. Tickets collected each day can be counted by Food Vendor representative and turned in between 10pm-11pm in person to event staff at the event site headquarters. Optimum Events staff will recount the tickets and require Vendor signature to confirm final total count. All sample ticket reimbursements will be made within two (2) weeks of the submission of tickets and the Vendor's W9 will be required for reimbursement payments. A \$2.50 reimbursement per Sample Ticket will be mailed by Optimum Events to the vendor's mailing address listed on this application. Event management is not responsible for Sample Tickets misplaced or lost by Vendor. The event will charge the patron \$20 for 6 sample tickets and Optimum will retain \$5 per \$20 set of 6 tickets sold to cover marketing, administrative and operational costs. The sample item should not be a side like fries or coleslaw, it should be a small tasting or special sample portion of one of your signature dishes / regular menu items. No food item you normally sell for less than \$3.33 should be the sample item. If you do not sell any food items on regular menu for more than \$3.33 please contact optimumeventschicago@gmail.com to be removed from sample ticket program.

Section 5. Indemnification and Release

- A. Vendor will release and will hold harmless Pilsen Food Truck Social, Optimum Events LLC, Criterion Productions, Saint Procopius Church, Thalia Hall, Empty Bottle Presents, The City of Chicago Department of Cultural Affairs and Special Events, and City of Chicago Business Affairs and Consumer Protection 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, Saint Procopius Church, Thalia Hall, Empty Bottle Presents, the City of Chicago Department of Cultural Affairs and Special Events and City of Chicago Business Affairs and Consumer Protection from any and all expenses arising because of any such claim.

Section 6. Advertising

- A. Any Vendor wishing to advertise must do so at its 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.

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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.

2017 PILSEN FOOD TRUCK SOCIAL – FOOD TRUCK VENDOR CONTRACT EXECUTION

Vendor Printed Name

Vendor Signature

Date

Optimum Events LLC PO BOX 4338 Oak Park IL 60304

Submission of application does NOT guarantee acceptance. Notification will be sent via email by the Notification of Acceptance/Rejection date listed on the application. Once accepted, no refund will be rewarded if City Single Event Food Vendor application is incomplete or unsatisfactory causing accepted Vendor not to receive City Special Event permit. Be sure to fill out the City Single Event permit application pages if required completely and include signature. If you have any questions or need more information, please contact: Kara Salgado, Optimum Events LLC optimumeventschicago@gmail.com 773-350-2672.

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