



2019 Farmers' Market Vendor Contract

Thursdays July 11th through October 3rd 4pm—7pm

Registration Deadline: June 14, 2019 / Vendor Setup: 3pm

COMPANY NAME:		
CONTACT NAME:		PHONE:
MAILING ADDRESS:		
EMAIL ADDRESS:	Required for further communications	
PRODUCT(S) SOLD:		

PLEASE COMPLETE & CHECK OFF THE FOLLOWING REQUIREMENTS:

1. Vendor Supplied Certificate of Insurance ([See back for specific requirements](#))
2. Required Health Department Permit and Fee if serving food
3. Signed Vendor Contract & Booth Fee. Make check payable to Wauconda Area Chamber of Commerce.

NOTE: Each booth is restricted to the size of one parking space on Main Street.

BOOTH	Paid by 5/1 discount fee	FEE	QTY	AMOUNT
PRODUCER/GROWER 13 WEEK SEASON (\$15/WEEK)	\$180	\$195		
NON-PRODUCER VENDOR 13 WEEK SEASON (\$25/WEEK)	\$273	\$299		
PRODUCER/GROWER DAILY RATE (AS AVAILABLE)		\$20/WK		
NON-PRODUCER PARTIAL SEASON (AS AVAILABLE)		\$27/WK		
CHAMBER MEMBER/NOT FOR PROFIT DAILY RATE (AS AVAILABLE)		\$19/WK		
FEATURED BOOTH OF THE WEEK, DATE REQUESTED _____ Write up on Facebook, acknowledgement during market, eblast		\$25/WK		
TOTAL DUE				\$

By signing below, I acknowledge I have read and understand the **Vendor Terms & Conditions** listed on the reverse and intend to comply with such. I also understand that I will only be allowed to sell those items that are listed and approved on this Vendor Contract and that the Wauconda Area Chamber of Commerce, Inc reserves the right to refuse any and all items. I further understand that should there be a breach in this contract or the Terms & Conditions, the Wauconda Area Chamber of Commerce, Inc shall have the right to remedy such breach or expel such Vendor with no refund of fees or any liability against the Wauconda Area Chamber of Commerce, Inc.

Vendor Signature

Date

REMIT PAYMENT TO:
Wauconda Area Chamber of Commerce, 100 N. Main Street, Wauconda, IL 60084 or Fax 847-526-3059

PLEASE READ BACK →

WAUCONDA AREA CHAMBER OF COMMERCE, INC.
FARMERS' MARKET
VENDOR TERMS & CONDITIONS

NO REFUNDS TO VENDORS AFTER AGREEMENT HAS BEEN SIGNED.
NO RAIN DATES

You MUST READ & INITIAL each line of the Terms & Conditions to participate.

___ **Vendors must be set up by 4:00 P.M. for Health Department inspection AND market attendees.**

___ Vendor has agreed to provide the food services or the display of merchandise for sale outlined in the contract for the specified event which is being sponsored by the Wauconda Area Chamber of Commerce (WACC). Vendor understands that prompt performance of all work under this Agreement is required by the WACC in order to meet its schedules and commitments for the said event (s).

___ Vendor (if applicable to Vendor) shall (I) adhere to professional food service and handling standards; (II) comply with all state, county and local ordinances and laws relating to the processing, handling and sale of food items; (III) obtain any and all necessary licenses or permits required by and state, county or local authority having jurisdiction to enable Vendor to supply food services required pursuant to the Agreement; (IV) will use due care in the handling and processing of all food materials; (V) and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for food handling and related services.

___ Vendor warrants that it will have sufficient personnel and supplies available, as of the dates of each of the Chamber Event (s), and that Vendor has no services or contractual obligations which would prevent Vendor from providing such its required services on the dates and times required pursuant to this Agreement.

___ Vendor agrees to actively participate in every weekly market for which the vendor applies and is approved. The market is a rain or shine event. Market cancellation is only by order of the Village of Wauconda Emergency Management in extreme conditions.

___ The Chamber specifically reserves the right to assign spaces and fix the weeks of any alternate participation.

___ The Wauconda Area Chamber, as sponsor, reserves the right to terminate the participation of any vendor who fails to comply with the Chamber's rules, without refunding any part of the vendor's participation fee.

___ Vendor agrees to supply, in addition to the products and merchandise and/or food materials and services required hereunder, all related equipment required for the furnishing of said products and merchandise and/or food services. Vendor further agrees that it will provide all necessary cleaning materials and will keep the area where the products and merchandise and/or food items are to be served in a neat and clean manner and will clean the entire area upon completion of the furnishing of services hereunder. Per the Wauconda Fire District, **ALL ELECTRICAL CORDS MUST BE COVERED.**

___ **Light pole power supply use is strictly prohibited.**

___ Vendor shall be responsible for estimating and providing the necessary supplies of products and merchandise and/or food required pursuant to this Agreement.

___ WACC shall not be liable for any injuries incurred by any of the employees or independent contractors of the Vendor during the performance of this Contract.

___ Vendor shall indemnify WACC against any liability or loss and against all claims or actions based on or arising out of injury to or death of any persons or damage to or loss of property caused by acts or neglect of the Vendor or any of its employees or agents in connection with the performance of this Agreement.

___ Vendor shall, at Vendor's sole cost and expense, carry adequate insurance to fully protect the Vendor, the WACC, the Village of Wauconda and the Wauconda Fire District from any and all claims of any nature for damage to property or for personal injury including death, which may arise from the performance of this Agreement. Said **Certificate of Insurance must list the following as additional insured: Wauconda Area Chamber of Commerce, Village of Wauconda, and Wauconda Fire District and hold an insured value for a minimum of One Million (\$1,000,000.00) Dollars for damage or liability to persons or property.**

___ The WACC shall not be liable to the Vendor for any expenses incurred by Vendor in connection with this Agreement. Vendor is an independent contractor of the WAC & the Village of Wauconda and is not a servant, employee or partner and Vendor shall have no authority to bind the WACC & the Village of Wauconda by and promises representation.

___ This Agreement shall be governed by the Laws of the State of Illinois.

___ No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the WACC and the Vendor.

___ This is a non exclusive event, there maybe similar items for sale by other Vendors.

___ Vendor gives the Chamber and its assigns the right to use the name and likeness of the vendor, its owners, partners, shareholders, officers, directors, employees and agents for the purpose of promoting the market event.

___ Vendor agrees to park where designated by the WACC to maximize parking for market attendees.