

Food Truck Vendor Application & Agreement



Village of Round Lake Beach

1937 Municipal Way
Round Lake Beach, IL 60073
847.546.2351
www.roundlakebeachil.gov

Name of Applicant/Vendor: _____

Last Name: _____ First Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Primary Phone: _____ Alt. Phone: _____ Email: _____

Location request must be approved

Location: _____ Date/Day: _____ Time: _____ to _____

Civic Center/ Metra

Lake Front

Additional Dates: _____

Municipal Lot (Clarendon/North Channel)

Other: _____

General Information and Guidelines

A. Vendor is defined as:

Any company, organization, or individual that hands out information, attempts to sell an item, or conducts any activity promoting its business or organization at a Village of Round Lake Beach event or program.

B. All vendors shall:

- Show respect to other vendors, and Businesses and the Village of Round Lake Beach staff
- Follow instructions set by the Village of Round Lake Beach staff
- Follow all State, County and Local health department guidelines
- Show respect to the environment, facilities and supplies
- Use appropriate language at all times
- Must post prices on the menu

C. Be sure to submit your packet with all of the following:

- Vendor Application and Agreement
- Certificate of Insurance
- Check payable to the Village of Round Lake Beach (if applicable)
- Copy of Temporary Event Permit from the Lake County Health Department

D. Sales

- Vendor will complete all sales transactions and must supply their own register bank. Illinois sales tax must be collected when required and is the responsibility of the food vendor. All sales disputes, refunds and returns are the responsibility of the food vendor.

A. AGREEMENT TERMS	
Length	This contract will be 1 year of length from the date signed
Dates of Service	Dates of service will be added as necessary by both parties
Payment Terms (if applicable)	The fee will be \$35 daily and \$75 weekly and the location and times must be approved. Food trucks covered under the group scheduling will pay through the group.

B. REQUIRED PAPERWORK CHECKLIST		
Read through this section carefully and check what applies to you. The Village may adjust the applicable required paperwork identified by Vendor. Any adjustments will be communicated to the Vendor as soon as possible to allow time for them to submit. Food Truck group paid separately		
Apply Checked by Vendor	Received Checked by Village	
<input type="checkbox"/>	<input type="checkbox"/>	1. EVENT VENDOR APPLICATION AND AGREEMENT This form must be filled out in its entirety and include appropriate signatures.
<input type="checkbox"/>	<input type="checkbox"/>	2. FEES (Check written out to Village of Round Lake Beach) <i>(if fee applicable)</i>
<input type="checkbox"/>	<input type="checkbox"/>	3. CERTIFICATE OF INSURANCE For Vendors distributing or selling goods or services, or bringing higher risk equipment on site, a Certificate of Insurance is required with the following coverage:
<input type="checkbox"/>	<input type="checkbox"/>	<u>General Liability Coverage</u> – for all Vendors, with a limit of not less than \$1,000,000. See Exhibit A
<input type="checkbox"/>	<input type="checkbox"/>	<u>Additional Insured Endorsement</u> –for all Vendors, if on Village property, Village of Round Lake Beach must be added as an additional insured to the General Liability policy.
<input type="checkbox"/>	<input type="checkbox"/>	Temporary Event Permit from the Lake County Health Department is required
<input type="checkbox"/>	<input type="checkbox"/>	Illinois Business Tax# _____

C. EXHIBIT A – Insurance Requirements

The Vendor shall furnish certificates of insurance evidenced by a policy endorsement of the type and amounts required below prior to selling food at or upon Village property.

General public and other insurance in not less than the following amounts:

- A. Food products: \$500,000.00/\$500,000.00 aggregate, per occurrence.
- B. Commercial general liability:
 - 1. \$1,000,000.00 general aggregate
 - 2. \$1,000,000.00 personal and advertising injury.
 - 3. \$1,000,000.00 each occurrence.
- C. Business automobile liability (including owned, non-owned and hired vehicles):
Bodily injury:
 - \$1,000,000.00 per person.
 - \$1,000,000.00 per accident.
- D. Property damage: \$1,000,000.00 per occurrence.

The required policy or policies of insurance shall contain the following special endorsements:

- a. This insurance policy will not be canceled or reduced without 30 days prior written notice to the Village.
- b. The Village and its officers, agents and employees are named as additional insureds under the terms of this policy.

The Vendor's insurance coverage shall be primary insurance as respect to the Village and its officers,

Agents and employees. Any insurance or self-insurance maintained by Village shall be excess of the Vendor's insurance and shall not contribute with it. No cancellation provision in any insurance policy shall be construed as derogation of the continuous duty of Vendor to furnish insurance during the time it is operating at or on Village property. The failure of the Village to request the certificate of insurance or to strictly comply with the provisions of Exhibit A does not relieve Vendor of its obligations to provide the required insurance and to otherwise comply with these provisions.

D. VENDOR AGREEMENT

VENDOR AGREES

The mobile food truck vendor listed below ("Vendor") shall be permitted to park and sell food at the designated places in the Village of Round Lake Beach's ("Village") on the dates and times specified in writing by the Village.

- 1. To submit a Certificate of Insurance if required no less than (48) hours or two (2) Business days prior to event; if Certificate of Insurance is not submitted in time it is understood that the request will be canceled and fees will be lost.
- 2. That the lack of or deficiencies in insurance coverage shall not be construed as a waiver of Vendor's obligation to financial responsibility for any claims, damages, losses, and expenses, including but not limited to legal fees, arising out of or resulting from the vendors activities as described in the Indemnification and Hold Harmless below.
- 3. Any propane tanks used must be secured as to prevent them from tipping over.
- 4. To post the prices of any items being sold.
- 5. To supply all of their own equipment and supplies including but not limited to, heat sources/cooking surface for food, sanitizing equipment, serving utensils, posted price list.
- 6. To abide by all municipal, county and Village of Round Lake Beach ordinances as well as any health department codes that may apply.

7. Vendor represents that it is licensed by the Lake County Health Department to prepare and sell food.
8. Vendor represents that it has a valid Illinois business tax (IBT) number which shall be provided to the Village. The point of sale for all sales in the Village shall be noted as Village of Round Lake Beach for sale tax purposes.
9. Vendors food truck shall be parked on a suitable hard surface as directed by the Village. Food trucks are not allowed to park in fire lanes, handicap parking spaces, or in any other location that will impede traffic flow. Obstruct sight lines or create unsafe conditions for pedestrians.
10. Food trucks may not have amplified sound or music emanating from the vehicle.
11. Vendor shall clean up the space before leaving Village property and must dispose of all waste in the Village's waste receptacles.
If Vendor provides seating or tables for its customers, the seating must be removed each night and the area cleaned up as required above.
12. If liquid propane gas is used, the following conditions shall be met:
 - (1) Cooking and warming equipment shall be in good working condition and regularly cleaned of grease or other combustible material.
 - (2) Portable liquid propane gas containers, piping, valves, and fittings which are located outside and are being used to fuel equipment shall be adequately protected to prevent tampering, damage by vehicles Portable liquid gas containers shall be securely fastened in place by use of an approved method to prevent unauthorized movement, tipping, or regulator damage.
 - (3) A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooling appliances used for commercial purposed that produce grease-laden vapors. (Reference: 2015 IFC Section 609.2).
 - A current inspection certificate on the type 1 hood and duct showing it is serviced semi-annually must be on truck at all times.
 - (4) Combustible materials shall be kept a minimum of three feet from cooking appliances.
 - (5) Provide a fire extinguisher of minimum size 2A10BC shall be provide in the cooking area. Cooking equipment involving vegetable or animal oils and fats shall be protected by a Class K rated portable fire extinguisher.
 - A current inspection tag on the K class fire suppression system shall be submitted as outlined by NFPA 96. Also, the temperature rating for these devices shall be provided.
13. Vendor must provide evidence of and shall comply with the insurance requirements on Exhibit A which is attached hereto. The Vendor agrees that it accepts all risk related to its sales and this Agreement and agrees to indemnify, defend and hold harmless the Village and the Villages' elected and appointed officials, employees, agents, consultants, volunteers and the like ("Covered Entities") relative to any claim for loss, damage or personal injury relating to or arising from Vendor's activities as provided herein. Vendor does hereby fully release and discharge the Village and its Covered Entities from any and all claims from injuries, including death, damage, or loss which it may have or which may accrue to it or any person on account of tis use of Village property as provided herein, and Vendor covenants not to sue the Village or any of the Covered Entities.

PRINT Vendor Representative Name

PRINT Village of Round Lake Beach Representative

SIGNATURE of Vendor Representative

SIGNATURE of Village of Round Lake Beach Representative

PRINT Vendor Company or Organization Name

Date

Date

NOTE: If insurance requirement is waived, individual signing this agreement still assumes financial responsibility.