



2023 CONCESSIONAIRE APPLICATION

I. APPLICANT INFORMATION

Applicant /Representative Name

Phone

Mailing Address

Email address

II. CONCESSIONARE INFORMATION

Concession Name

Phone # day of the event

Product(s) to be sold: _____

Type of vending unit: _____

Power source, if any: (vendor must provide silent generators) _____

III. APPLICANT CHECKLIST

- Concessionaire Application
- Concessionaire Contract
- Proof of liability insurance
- Health department permit
- Electric Charge (if applicable) – Payable to the Sandwich Park District
- Concessionaire fees – Payable to the Sandwich Park District

Mailing address:
Sandwich Park District
1001 N Latham St.
Sandwich, IL 60548

2023 Freedom Days Concessionaire Contract

This 2023 Freedom Days Concessionaire Contract is made and entered into by and between the Sandwich Park District and _____(Concessionaire).

This agreement shall become effective upon signing and shall remain in effect until the specified termination date. In consideration of the mutual promises and conditions herein and recognition of Concessionaire's role as an independent contractor and not an employee of the festival. The Sandwich Park District and Concessionaire agree as follows:

1. Duties of the Concessionaire

- a. All food products sold or kept for sale shall be first class in quality and conform to applicable Federal, State and County laws, ordinances and regulations in all respects.
- b. The Concessionaire is responsible for maintaining a first-class appearance of his/her area/apparatus. Less than such first class will not be acceptable.
- c. The Concessionaire shall not offer for sale any adulterated, misbranded or impure articles. All items shall be stored and handled with due regard to sanitation.
- d. The Concessionaire shall not sell or distribute tobacco products or alcoholic beverages, including beer, wine and spirituous liquors.
- e. The Concessionaire is responsible for transporting and eliminating his waste or refuse. Under no circumstances should it be released in the concession area.
- f. The Concessionaire agrees to position his apparatus between 2:00 p.m. and 11:00 p.m. on Saturday, July 1, 2023.

2. Indemnity, Permits and Insurance

- a. The Concessionaire shall indemnify and hold harmless the Sandwich Park District , its agents and employees and the Sandwich Fair Association and assigns from and against all losses, costs, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products or services rendered, directly or indirectly under this contract.
- b. It is the responsibility of the Concessionaire to obtain all permits, licenses, etc. Concessionaire will need to contact the DeKalb County Health Department to obtain permit and may be subject to inspection.
- c. Proof of liability insurance will be presented with application.

3. Rights Reserved by the Sandwich Park District

- a. The Sandwich Park District reserves the right to grant, deny or evoke concession contracts before and during the festival.
- b. The Sandwich Park District reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the festival that is judged to be less than first class quality.

4. Concessionaire Fees

- a. Concessionaire fee of \$50.
- b. ELECTRIC CHARGE: 50 AMP 240V # of _____ \$50.00 Each Plug
30 AMP 240V # of _____ \$50.00 Each Plug
120V # of _____ \$25.00 Each Plug

Concessionaire fees need to be remitted at the time of application. No refunds shall be given for any reason.

5. The Term of the Contract

- a. The term of this contract shall begin upon its signing by the Sandwich Park District and continue through July 1, 2023, in the event of weather cancellation, this contract shall be extended to July 2, 2023.
- b. Neither party to this agreement shall be deemed to be in default under this agreement to the extent that such party's performance is hindered or made impossible by an act of God, war, revolution, insurrection, or other event beyond the control of the party affected.
- c. **No refunds shall be given for any reason.**

Signature of Concessionaire/Owner

Date

Sandwich Park District Representative – Approval

Date

Festival information

- d. The Sandwich Freedom Days 2023 Fireworks will be on Saturday, July 1, 2023 from 3:00 p.m. to the end of the Fireworks display (after dark 11:00 p.m.). Food vendors are contracted for and must be open and staffed for service from 3:00 p.m. through at least 9:30 p.m. However, food vendors must be at the festival to set-up no later than 2:00 p.m. as vehicles will not be permitted in the area once the festival begins. There are no exceptions to this rule. The festival will be held at the Sandwich Fair Grounds, located at 1401 Suydam Rd, Sandwich, IL 60548.
- e. **Rain Date/Refund**
Rain date for the Fireworks will be on Saturday, July 2, 2023 at the same location.
- f. **Withdrawal**
Vendors must notify the Sandwich Park District by electronic mail to bill.novicki.spd@gmail.com by June 23, 2023 if they are unable to participate in the event. Failure to do so may result in disqualification in future events. No refunds shall be given for any reason.
- g. **Spaces**
The Sandwich Park District reserves the right to assign or reassign any or all food vendor locations. No guarantee of a specific space is given or implied. Vendors will be selected based on a variety of factors, to include, your willingness to give back to the festival, your ability to accommodate the large numbers, and your menu. We will be choosing a variety of different types of food, as well as family-friendly fare, so that festival goers have varying options for the day.
- h. Food vendors may not share, assign, sublet, donate or trade any portion of their assigned space at the festival. Please note that the Sandwich Park District does not provide chairs, extension cords, power strips, lighting, etc. for food trucks or vendors.
- i. **Beverage Policy**
Food vendors and their staff are prohibited from consuming or selling alcoholic beverages.
- j. **Paper Products**
Food vendors must supply their own plates, bowls, cups (clear plastic preferred for cold drinks, and insulated hot drink cups for hot beverages), napkins, and utensils required for serving food to customers.