



2nd ANNUAL TOMATO FESTIVAL 2014 AT SOLDIER FIELD

July 13th, 2014
12:00pm to 6:00pm

FOOD VENDOR APPLICATION

Thank you for your interest in taking part in the 2nd annual Tomato Festival 2014, a festival that includes live music, rotten tomatoes and 5,500+ registered participants. Please read the following details carefully and let me know if you have any questions or need additional information.

Date: Saturday, July 27th, 2013

Application Fee: \$800 per vendor space up to 10'x20'

Due: 30 days prior to event

Tomato Blast at Soldier Field: The festival committee is committed to ensure you are able to maximize your returns in the time spent at our festival. However, each truck must provide electric, waste removal, asphalt cover for grease (if any). Security is available for setup.

Vendor Responsibilities: Each vendor is required to obtain the necessary food permit through the state of Illinois and the City of Chicago to be able to pass health inspections. You will need to bring your own truck. Signage and menu should be visible for patrons.

Event Setup Instructions: Food vendors may begin at 7AM to set up. We will send out schedule of staggered arriving an easy and effective loan in all vendors. All vendors must be ready for inspections by 11am. Kickoff of festival starts at 12pm.

Please Submit All Material and Payments via email or mail to:

Maned Owl Events, LLC
233 S Wacker Dr. 84th Fl
Chicago, IL 60606
info@manedowlevents.com

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Questions/Addition Comments to: info@manedowlevents.com

Name of Company (To Be Listed on Website): _____

Contact Name: _____

Contact Email: _____

Phone#: _____ Website (if applicable): _____

Do you have permit to operate in Chicago: _____

Food Sold and price range: _____

Requests: _____

NO BEVERAGES, BOTTLES OR OTHERWISE, MAY BE SOLD WITHOUT PRIOR APPROVAL OF THE FESTIVAL COMMITTEE.

LIABILITY INSURANCE: Vendor is required at its sole cost and expense to carry and maintain, for the mutual benefit of itself, Maned Owl Events LLC, its board of directors, its officers, agents and employees, SMG, Chicago Park District, Chicago Bears Football Club, LLC, Illinois Sports Facilities Authority, Chicago Building Commission and City of Chicago, a policy of general liability insurance against claims for personal injuries, wrongful death or property damage occurring on or about the Premises with minimum amount of coverage of One Million Dollars (\$1,000,000), per occurrence, on account of property. Vendor agree to deposit said policy or policies (or certificates thereof) with Maned Owl Events, LLC three weeks prior to the date of Tomato Blast Festival by the Vendor, said policy or policies naming as insured Maned Owl Events, LLC, , SMG, Chicago Park District, Chicago Bears Football Club, LLC, Illinois Sports Facilities Authority, Chicago Building Commission and City of Chicago. Such policy of insurance shall be issued by an insurance company reasonably acceptable to Maned Owl Events, LLC, and shall bear an endorsement to the effect that the insurer agrees to notify Maned Owl Events LLC not less than (10) days in advance of any modification or cancellation thereof. Not less than ten (10) days prior to the termination date of such policy of insurance.

INDEMNIFICATION: Vendor shall indemnify and save and hold harmless Maned Owl Events, LLC it board of Directors and its officers, agents and employees, , SMG, Chicago Park District, Chicago Bears Football Club, LLC, Illinois Sports Facilities Authority, Chicago Building Commission and City of Chicago from and against any and all loss, liability, damage, cost and expense, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim by Vendor or its officers, employees, agents, customers, licensees, invitees or any other person, firm, corporation resulting from the occupancy of the Premises. This indemnification shall not extend to any loss, liability, damage, cost or expense caused by the act or omission of Maned Owl Events, LLC and its Board of Directors, and their respective officers, agents and employees.

Signature: _____ Date: _____

Food Truck/Vendor Agreement Terms and Conditions

The following are the contract terms of the agreement to rent exhibit space for Tomato Blast, herein known as "TB". It is agreed that each Vendor will abide by and be responsible for the rules and regulations of this agreement. Please note – your signature on this agreement indicates that you have read and understand the following terms:

1. **PRODUCER:** The word 'Producer' as used herein shall mean the producing organization, Maned Owl Events, agents or employees acting for and in the management of the Tomato Blast.
2. **TRUCK:** Each truck will be afforded space. Food Vendors are responsible for supplying all setup equipment and materials required to operate their booth successfully.
3. **PAYMENT:** \$800.00 per space is required with contract to reserve space 10x10 and 10x20. The basic fee for food or beverage space shall be payable to Maned Owl Events, LLC 233 S. Wacker Dr., 84th fl Chicago, IL 60606.
4. **INSTALLATION:** Vendors may initiate booth construction after checking in at TB at 1410 Museum Campus, Chicago, IL 60605. Set-up hours will be 8.00am – 10.00am Saturday, May 24th 2014, Sunday, July 13th, 2014. Vendors are responsible for providing or arranging all necessary labor in transporting, erecting, dismantling or recreation of displays.
5. **VENDOR STAFFING:** Food vendor booths must be staffed by a minimum of one staff member during all hours of the festival.
6. **FOOD VENDOR CONDUCT:** Food vendors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, Producer and Producer's staff.
7. **BOOTH OPERATION:** The Food Vendor shall hold harmless "TB, Maned Owl Events and all affiliates" from any and all damages and/or theft of merchandise or materials from contracted booth space. No booth shall extend beyond its allotted space unless authorized in writing by Producer. Distribution of samples and literature is strictly limited to the confines of the Food Vendor's booth.
8. **NOISE CONTROL:** The use of any sound equipment is prohibited unless approved by Producer. Sound of any kind must not project outside the confines of the vendor booth, and Producer reserves the right to disallow any sound device if it is deemed to be in disturbance of others.
9. **SMOKING:** Producer has a strict no-smoking policy. Vendor smoking is permitted only in the vendor parking lot.
10. **RECORDING:** Each vendor shall agree to all forms of photography, video and audio recordings conducted by the Producer or its appointees, without compensation of persons, products or performances. Each vendor hereby grants permission to use any or all of these photographs and recordings, without compensation, provided such use is in accordance with applicable laws.
11. **ELIGIBLE PRODUCTS:** It is the responsibility of the Food Vendor to inform the Producer of any product, service or claim that does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or is considered experimental. Food Vendor is strictly prohibited from having or selling on-site any substance or product considered illegal. All products or service to be sold, offered or referred to during Tomato Blast must be included on the Food Vendor reservation form.
12. **PETS:** Pets are not allowed at vendor booths.
13. **PARKING:** Parking is permitted in vendor parking areas only. Unauthorized or unattended vehicles will be towed at owner's expense.
14. **UNOCCUPIED SPACE:** In the event a Food Vendor has failed to occupy the space contracted for by 11.00am on the first day of TB, July 13th, 2014, Producer shall have the right to utilize such space in any manner suited to its purposes. However, Food Vendor shall not be released from its duties and obligations under this contract and Producer will not refund any monies paid for reservation of the booth space.

15. **BOOTH CARE:** Food Vendors are responsible for keeping booth space clean and tidy at all times. Food Vendor is responsible for cooperating with Producer, Maned Owl Events and Soldier Field in their attempts to keep this a ZERO WASTE event.

16. **BREAKDOWN OF BOOTH:** Booth tear-down and removal will take place between 6.00pm and 8.00pm on Sunday, July 13th, 2014. Under no circumstance should booth removal commence prior to 6.00pm on Sunday, July 13th, 2014. All materials MUST be removed by Food Vendor after TB during the booth 'tear-down' time-frame. Any materials left behind will be removed by Producer and Food Vendor will be billed at the rate of \$100.00 per hour. Minimum fee \$100.00.

17. **BOOTH ASSIGNMENT:** Booth assignment will be at the sole and exclusive discretion of Producer. Food Vendor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from entities other than his/her own in the exhibit space, without the express written consent of Producer.

18. **SECURITY:** The lot must be vacated 60 minutes after the close of the show daily (except on the final day of the show.) Producer does not warrant or otherwise ensure the exhibit will be free from theft, vandalism or other mishaps before, during or after show closing. Vendor expressly waives any and all claims against Producer, its agents and employees which may arise as a result of security or staff failing to prevent harm to food vendor booth and property, or otherwise perform satisfactorily.

19. **INSURANCE:** Insurance will be purchased by Producer as required by the facility (fairgrounds) for attendee liability in common areas. Insurance coverage does not include vendor areas, and the Food Vendor holds Producer harmless from all claims arising within the contracted vendor area. Food Vendor further agrees to hold harmless Producer, its owners, agents servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Food Vendor may be liable under any Workers Compensation law and exhibitor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by Food Vendor of the privileges herein granted.

20. **REJECTED BOOTHS:** Food Vendor acknowledges and agrees that the booth shall be admitted and permitted to remain in the TB only upon continued strict compliance with the terms and conditions of this agreement and its standards. Notwithstanding such compliance, the Producer reserves the right to reject or remove Food Vendor's booth, in whole or in part from the festival for any reason whatsoever. If Food Vendor's booth is removed without cause given, Producer shall return No portion of the deposit shall be returned if rejection or removal occurs upon violation of this agreement or the standards.

21. **FIRE AND SAFETY LAWS:** All Federal, State and City regulations pertaining to fire and safety must be adhered to.

22. **SALES LICENSES:** Food Vendors are responsible for complying with all appropriate City, County, State and Federal licensing and tax requirements. Information can be obtained prior to the TB from the proper licensing agency.

23. **BOOTH CONTRACT:** The booth space contract, upon receipt by Producer shall constitute a valid and binding contract. If due to circumstances beyond the control of Producer, such as war, fire, strike or other emergency, the Expo should be canceled, Food Vendor shall waive any claims for damages or compensation against Producer, its owner, agents or affiliates.

24. **NON GUARANTEE:** Food Vendor agrees that Producer, its agents and employees shall remain free from harm in the sale of products, attendance or lack thereof, exclusive privileges of Food Vendor success.

25. **FAMILY EVENT:** TB is a family oriented event. Any product, music, language or physical action that would, in the sole judgment of Producer be inappropriate for children is prohibited.

26. COMPLIANCE WITH LAWS/STANDARDS: All Food Vendors are responsible for all Health Department permits, rules, regulations and licenses. By law, individuals are not allowed to bring alcoholic beverages which were purchased off premises, onto the TB.

27. FAILURE TO COMPLY: Failure to comply with these rules and regulations may result in fines levied by Producer or Government agencies. Producer and Soldier Field retain their right to cease the operations of any Food Vendor which fails to cooperate with these policies. Any questions or issues that are not covered in this contract shall be subject solely to the decision of Producer.

28. This contract establishes a vendor-client relationship only i.e. the 'Vendor' is the Food Vendor named on the FOOD VENDOR FORM; the 'client' is Producer as previously defined. This contract specifically excludes the existence or implication of any partnership agreement or ownership position on the part of the Exhibitor, whether expressed orally or implied by anyone who is a party to this agreement or whether expressed orally or implied by third parties.

29. LAW AND VENUE: The parties agree that this contract shall be interpreted under the laws of the State of California and that the proper venue for an action concerning this contract is in Chicago Illinois.

Signature: _____ Date: _____
Vendor

Signature: _____ Date: _____
Producer