



VENDOR RULES AND REGULATIONS

1. The Peruvian Festival, Inc., is an all rain or shine event.
2. Vendors and their employees must maintain the highest degree of professionalism in their booths and on the event grounds at all times.
3. **Set-up** begins Sunday 7/28 at 7:30 AM., all vehicle(s) must be removed from the park area by 11:30 AM. Vendors must remain in the park site until the end of the festival. No early **Tear-down** or driving into the park grounds to remove equipment prior to end of festival time. **No exceptions. Tear-down** can begin at 10:00 PM (unless the event was delayed and must be completed by 12:00 AM or 2 hours after event ends (whichever comes first). All **Set-up** and **Tear-down** is the sole responsibility of the vendor. **NO EARLY CLOSE OR TEARDOWN IS ALLOWED!!**
4. General admission fee applies to vendors and staff entering the festival area after 12:00 PM. General admission cost is \$10.00, children 12 and under enter free.
5. Vendors are responsible for the safety, security and storage of their merchandise and equipment and must procure any necessary insurance or license required for such. The Peruvian Festival, Inc., is not liable for any lost, stolen, damaged good for any reason.
6. In severe weather, secure all loose equipment and valuables, lower your tent and seek shelter. We are not liable for any damage incurred in severe weather.
7. Food vendors must provide protective floor mats to keep the ground clean of grease and oil spillage. Food vendors must dispose of cooking oil properly; disposal of oil and/or hot charcoal into dumpsters is strictly prohibited.
8. Vendor is responsible from bringing commercial grade extension cords, chairs, tent and weights (sand bags, cinder blocks) to hold the tents down. No staking of tents permitted on the ground.
9. Professional quality signs noting your company name and listing all menu items with prices are to be posted. Signage cannot be hand written. Menu signage cannot exceed the width of your tent and cannot go higher than 5 feet above the front horizontal support bar of your tent. Prices must be clearly displayed and cannot deviate from prices submitted in application. Sandwich menu boards must stay within 5 ft. from your tent. Any handout (whether paper, free samples etc.) must be done from inside or outside the tent and must directly relate to vendor food offering.
10. Vendors must keep the area in and around space tidy and free of trash at all times and remove or dispose of all debris at Tear-down (basically leave the area as clean as originally found). Any additional cleaning of vendor space (especially grease) will be billed. If applicable, vendor must remove and correctly dispose of cooking grease/oil backstage in the grease trap. It is not to be disposed of in

the park dumpster. Charcoal and wood filled grills are allowed although vendor will be responsible for removal of ashes. No solid waste of any kind is to be disposed of on site or onto grates in the pavement. Ice at end of event must be dumped on pavement, not on grass. Vending area must be neat, clean and self-contained at all time. **All refuse must be taken away or dispose of in the Peruvian Festival's dumpster backstage; NOT the park dumpster or park trash bins.**

11. All trailers, equipment and products must be within the dimensions of your reserved space and not permitted outside that area. **No exceptions.**

12. All vehicles must be removed from event grounds one (1) hour prior to event gates opening and will not be allowed on event grounds until after event close and site is clear of patrons. For **Set-up** you must unload and move your vehicle after which you can complete set up of your booth. For **Tear-down** please pack and dismantle your booth prior to bringing your vehicle onto event grounds for loading in order to be considerate of other vendor and to avoid congestion.

13. Booth spaces are randomly assigned. **VENDOR LOCATIONS ARE NON-NEGOTIABLE.**

14. Peruvian Festival Inc., maintains the right to cancel a vendor contract at any time for the good of the festival, by its sole discretion or by the discretion of its clients. If any payment is not received by the due date, a \$100.00 late fee will be accrued. Vendors owing any money will not be allowed.

15. A Vendor "no show" will not be eligible for refunds and assigned space (s) will be forfeited to a wait –list vendor. The Peruvian Festival shall retain the Vendor's security deposit and/or any other payments received and pursue any other remedies at law or in equity.

16. Re-selling booth spaces to third party vendors is strictly prohibited. Business name **MUST** be present throughout festival with original vendor participation application.

17. Running water is not provided on site by the Peruvian Festival Inc. You must supply your own fresh water.

18. The Vendor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the contact is being sought, to waive and relinquish all claims that may result in any manner against the Peruvian Festival Inc., its agents, public officers, official or employees and authorized volunteers from said event or activity, except for act caused by the willful and wanton misconduct by employees of the Peruvian Festival acting within the scope of their employment.

19. The vendor hereby agrees to indemnify and hold harmless the Peruvian Festival Inc., The Chicago Park District, Kosciusko Park, City of Chicago, Illinois, its agents, public officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted activity or any activity associated with the conduct of the vendor's operation, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the Peruvian Festival Inc., The Chicago Park District, Kosciusko Park, City of Chicago, Illinois, acting within the scope of their employment. Further, the vendor agrees to indemnify the Peruvian Festival Inc., the Chicago Park District, Kosciusko Park, City of Chicago, Illinois and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the vendor's use of public property or operation of the concession as set forth in this contract.

I hereby submit this application and contract with having personal knowledge of the information contained in the application and that the information contained therein is true and correct. I have read and understand the Articles of Agreement and all contractual details. I agree to abide by said Articles and any violation of the Articles could cause expulsion from the site and loss of all fees.

Vendor Applicant Name (Please Print): _____

Vendor Applicant Signature Title Date

Peruvian Festival Inc.

Date