

HOLLY DAYS MERRY MARKET APPLICATION TERMS AND CONDITIONS

The undersigned (“Vendor”) hereby submits its application for to be a vendor at the City of Warrentville Holly Days Merry Market event at Warrentville City Hall on December 6, 2024 (“Event”). By submitting and signing this application, Vendor acknowledges and agrees that its application to be a vendor may be accepted or rejected by the City of Warrentville (“City”) in the exercise of City’s sole discretion and that, if Vendor’s application is accepted, participation will be subject to the terms and conditions contained herein.

1. Vendor Selection. Vendor understands and agrees that vendor selection is based on how Vendor meets Event standards, including how well the merchandise relates to the theme of the Event, the type and quality of the merchandise, and on Vendor’s overall potential for making a positive addition to the Event. Preferred Vendors will offer unique, one-of-a-kind, hand-made, theme-related merchandise, although other theme-related merchandise will be considered. The sale of services (e.g., massage, therapy, accounting, etc.) are prohibited and no items may include alcohol, tobacco or other regulated substances. All applications are reviewed and compared following the application deadline, and decisions are made in the City’s sole discretion, taking into the criteria above as well as the type, quantity, and quality of Vendors who apply, and any other considerations the City determines are relevant. If more vendors apply than spaces available, applications will be prioritized by date of receipt. Preference will be given to registered Warrentville home-based businesses. Available space and logistical concerns are also considered. Decisions of the City’s Staff are final. City Staff will assign Vendor, if selected, to a space in the City Hall at Staff’s sole discretion. Vendor may not request a specific site, and locations may vary from year to year. Overall booth space will be approximately 10’x10’, including a table of six foot in length. Two chairs will be provided, if requested, at each table.

2. Participation. If the City accepts Vendor’s application, Vendor agrees to remain open for business between 6:00 p.m. and 8:00 p.m. on the day of the Event. The Event will take place regardless of weather conditions, although operations may be suspended during severe weather or other emergency. Vendor desires to participate in the Event by selling, offering, or providing the goods and services described in the Application. If the City accepts Vendor, Vendor agrees to sell, offer, or provide only those goods and services selected by the City from the items listed in the Application. Other goods and services may not be sold or offered at the Event without prior written consent of the City. Vendor agrees not to sell or distribute merchandise that advertises the Event or uses the Event logo without prior written consent from the City.

3. Agreement Cancellation. The City has the right to control all aspects of the Event. Vendor agrees to conduct its business in a manner that is most likely to enhance the success of the Event and the reputation of the City and the Event. The City reserves the right to cancel the agreement at any time for the good of the Event, in its sole discretion.

4. Set-up & Tear Down. Vendor is responsible for set-up, take down and clean-up of their booth area and all related equipment and property in a good and workmanlike manner, in a safe and clean condition for public use, and subject to inspection and approval by the City. Vendor shall remove all vehicles and other items in conjunction with setting up for the Event at least one hour prior to the Event’s start time. Vendor will be notified when it is safe to bring their vehicle(s) on the street after the Event closes. Unless otherwise noted, Vendors shall park all vehicles on Manning Avenue. Load-in/set-up times are provided in the confirmation letter sent to Vendor prior to the Event.

5. Operations. Vendor will be solely responsible for the appearance of its space. Vendor shall be ready to operate its business by the start of the Event. Vendors and their employees must maintain the highest degree of professionalism on Event grounds at all times. Vendor shall maintain its space in a neat, clean and sanitary condition during the Event and shall dispose of all trash produced. The City reserves the right to review all displays throughout the Event to ensure all

regulations are being followed, and to refuse any items considered unsuitable or inappropriate. Each Vendor is responsible for applicable sales tax.

6. Compliance with Law. Vendor shall comply with all local, federal, state and municipal laws, ordinances, and including, without limitation, applicable public health related orders and regulations issued by the Governor, Illinois Department of Public Health, DuPage County Department of Public Health, the Mayor, and the City Council, in the operation of its food truck area during the Event and shall insure its own property against loss by theft or damage. Each Vendor is solely responsible for obtaining all governmental permits and approvals necessary to sell or offer its goods and services.

7. Photographs and Video Release. Vendor hereby grants the City permission to use any photographs, motion pictures, videos, recordings, and other reproductions of Vendor and its vending area captured during Vendor's participation in the Event. Vendor agrees that any such photographs, motion pictures, videos, recordings, and other reproductions will be the property of the City and may be used in any publication, website, or television programming of the City.

8. Acknowledgment and Assumption of Risk of Injury and Loss. By submitting this Application, Vendor recognizes and acknowledges that participation in the Event involves risks of bodily injury, death, and property loss. Vendor agrees to, and does, assume the full risk of any injuries and property loss, and of all expenses, costs, damages, and losses that Vendor may sustain as a result of participating in any and all activities connected with or associated with the Event. The City of Warrenville is not responsible for any loss, theft, or damage. The City does not guarantee Vendor will make a certain number of sales or amount of profit through its participation in the Event. Terms and Conditions

9. Waiver and Release of Claims. Vendor agrees to, and does, waive, release, and relinquish all claims, demands, rights of action, damages, liabilities, and controversies of every kind, known and unknown, present and future, that Vendor may have against the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns arising out of, connected with, or in any way related to the Event or Vendor's participation therein.

10. Indemnification. Vendor further agrees to indemnify and hold harmless and defend the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorneys' fees and administrative expenses, of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to Vendor's participation in the Event.

By signing below, Vendor agrees, on behalf of themselves as well as all those who represent Vendor (employees, booth volunteers, etc.), that the information provided in the application is true and correct, that Vendor understands the rules, terms and conditions contained in this Agreement, and that Vendor's failure to adhere to these rules and regulations may result in the termination of participation in this Event and future events.

As evidence of agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below:

Signature of Vendor

Printed Name

Date

HOLLY DAYS MERRY MARKET EVENT RULES

(Retain For Your Records)

Vendor Cancellation Policy:

Vendors are expected to honor their commitment by attending the Holly Days Merry Market (Event) and selling merchandise at the Event. If Vendors need to cancel their appearance at the Event, Vendors must notify the City before Wednesday, December 4, 2024 in order to provide the City with sufficient notice to allow the adjustment of the Event space for the other participating Vendors. Vendor application fees will not be refunded.

Day of Market Guidelines:

Vendors may begin setting up at 4:30 p.m, one-and-a-half hours before the Event start time. If you need more time, please contact the City of Warrenville Director of Community and Economic Development, Amy Emery, at aemery@warrenville.il.us or 630-393-5745.

While electricity access is provided, vendors must bring their own extension cords and plugs as needed.

All products sold by vendors during the event must have prices clearly indicated.

Prepared food must follow all state, county, and local laws, including, without limitation, all requirements regarding labeling and obtain all applicable required licenses.

Vendors are responsible for their own sales tax, licenses, insurance, fees, and shall abide by all local, state and federal laws.

Vendors must remain in the market until the Event end time. Vendors are not permitted to leave or take-down their booths before the Event end time at 8 p.m. Vendor area must be cleaned and trash and debris removed before leaving the market. Unless a later departure has been approved by City Staff, all vendors must exit the premises no later than 9 p.m., one hour after the conclusion of the Event.

Vendors must be prepared with sufficient inventory to display and sell for the entire duration of the Event. City Staff will not booth-sit for any reason, and cannot assist with booth set-up or removal; Vendors are strongly urged to bring additional help as needed for assistance.

The following are prohibited:

- Consumption or possession of alcohol or controlled substances during the event;
- Unsanitary conditions, including any health department violations;
- Inappropriate language or behavior for a family event;
- Weapons, of any kind or type;
- Pets within the Event area (service animals only permitted);
- Fundraising, donation jars, 'hawking,' cash raffles, and other forms of soliciting monetary contributions from the public, whether on behalf of causes and charities directly or through third parties; and

Other violation of the Vendor Agreement Terms and Conditions.