



# FOOD VENDOR APPLICATION

Dear Restaurant Owner/ Food Truck Vendor,

The Montgomery Fest 2022, presented by the Village of Montgomery and various partnering organizations, is August 19-21. We are very excited about this year's event and anticipate more than 10,000 people will enjoy these festivities located at Montgomery Park (301 N. River St.) in downtown Montgomery.

This year's event will feature three days of live entertainment, car show, parade, Chalk with a Cop, carnival, a small craft expo, sponsor booths, carp fishing derby, and more! One of the key elements our fest participants look forward to is fest food. We are currently accepting applications for vendors for the event; the fest will limit booth space to approximately 15 vendors. Our goal is to provide variety while ensuring successful sales volume for all vendors.

Please read the information and rules, and guidelines carefully contained within this packet. Fees are assessed to food vendors to help offset the considerable expenses of running the fest, such as logistics, electrical, and publicity. Please see the chart of pricing below for size restrictions.

DATES	TIME	ONE BOOTH	# of Items on Menu Allowed	TOTAL
Friday, August 19	4:00-10:00P	12'x12' space* 3 circuits   120V   120 amp	up to 6 (Excludes water, soda)	\$700
Saturday, August 20	10:00A-10:00P			
Sunday, August 21	10:00A-9:00P			

DATES	TIME	TWO BOOTHS	# of Items on Menu Allowed	TOTAL
Friday, August 19	4:00-10:00P	Up to 24'x12' space* 6 circuits   120V   120amp	up to 10 (Excludes water, soda)	\$1,400
Saturday, August 20	10:00A-10:00P			
Sunday, August 21	10:00A-9:00P			

DATES	TIME	THREE BOOTHS	# of Items on Menu Allowed	TOTAL
Friday, August 19	4:00-10:00P	Up to 36'x12' space* 9 circuits   120V   120amp	Up to 15 (Excludes water, soda)	\$2,100
Saturday, August 20	10:00A-10:00P			
Sunday, August 21	10:00A-9:00P			

DATES	TIME	FOUR BOOTHS	# of Items on Menu Allowed	TOTAL
Friday, August 19	4:00-10:00P	Up to 48'x12' space* 12 circuits   120V   120amp	Maximum of 20 (Excludes water, soda)	\$2,800
Saturday, August 20	10:00A-10:00P			
Sunday, August 21	10:00A-9:00P			

*\*Booth space is a paved street area, flush with the curb. Booths located along River St. face into Montgomery Park (fest, entertainment area). Vendors must provide their tent, tables, and chairs for service, and **all electrical needs must be requested in advance of the fest. Last-minute electrical accommodations cannot be met.** Some electrical limitations apply. See Rules & Guidelines for details on page 3.*

Each food booth space is allowed to sell up to six (6) items. Vendors purchasing multiple booth spaces may sell additional items and serve out of one point of sale area OR sell at two sale points. The committee will do their best to provide some exclusivity of menu items to provide the fest attendees with a wide variety of food options. Vendors are asked to provide six (6) menu and up to six (6) alternative menu options on the application. The Montgomery Fest Committee will select food vendors based on menu options, past participation, and support of the fest.

Onsite refrigeration, grease removal, or ice will not be provided. Vendors are responsible for obtaining a Kane County Health Department permit for the event. The Kane County Health Department and the Montgomery-Countryside Fire Department will be on-site and subject to inspection. 2022 Temporary Food Service Application/Permit can be found online at <https://kanehealth.com/Pages/Fees.aspx> under "Temporary Food Service" or for food trucks under "Mobile Vending."

Interested vendors should complete the application packet in its entirety and return with a check made out to the Village of Montgomery. Credit card payment can be arranged by emailing [jmilewski@montgomeryil.org](mailto:jmilewski@montgomeryil.org), a \$2 processing fee applies. The Montgomery Fest Committee, comprised of Village elected officials and staff, will review and award final vendor selections no later than June 10. Any vendors not selected for the 2022 fest will have their paperwork and payment returned to them. Applications received after the June 10 deadline are subject to a \$50 late entry fee.

Included with this letter is the following essential information:

- Food Vendor Application and Payment**
- Rules & Guidelines**
- Food Vending Waiver & Insurance Hold Harmless**
- Details of Required Health Department Permit & Certificate of Insurance**

Your final application submitted to the Village must include:

- Completed Application (with menu and electrical requests) and Payment**
- Signed and Dated Food Vending Rules & Guidelines and Waiver**
- Copy of Kane County Health Department License/Permit**
- Certificate of Insurance Naming Village of Montgomery and the Fox Valley Park District**

Please review all items and forms carefully before completion. Returning the application form along with payment is contract and confirmation of participation. Fees are nonrefundable if the vendor rescinds participation after acceptance.

If you have any questions, please reach out to a member of our committee. We will do our best to get back to you promptly. Again, thank you in advance for your cooperation, and we look forward to your participation in Montgomery Fest 2022.

Sincerely,



**Doug Marecek**  
Trustee  
Fest Committee Chair  
[marecek@ci.montgomery.il.us](mailto:marecek@ci.montgomery.il.us)  
630-740-8265



**Mark Wolf**  
Director of Public Works  
Logistics, Electrical  
[mwolf@montgomeryil.org](mailto:mwolf@montgomeryil.org)  
331-212-9043



**Kristina Nemetz**  
Communications Manager  
Event Coordination, Marketing  
[knemetz@montgomeryil.org](mailto:knemetz@montgomeryil.org)  
331-212-9010

# FOOD VENDOR APPLICATION & PAYMENT

<b>FOOD VENDING BUSINESS NAME</b>							
DBA (if applicable)				<b>PHONE #</b>			
<b>OWNER NAME</b>				<b>CELL #</b>			
<b>ADDRESS CITY, STATE ZIP</b>				<b>EMAIL</b>			
				<b>WEBSITE</b>			
<b>FEST/EVENT ON-SITE CONTACT</b>				<b>CELL #</b>			
				<b>EMAIL</b>			
Are you a resident of the Village of Montgomery?		<b>YES</b>	<b>NO</b>	Is your business a member of GMACC or MEDC?	<b>YES</b> <b>NO</b>		
<b>- BELOW SECTIONS ARE REQUIRED FOR CONSIDERATION &amp; ACCEPTANCE TO THE FEST -</b>							
<b>ELECTRICAL REQUIREMENTS</b>			<b>TENT &amp; SPACE REQUIREMENTS</b>				
Do you need an electric source?		YES	NO	Please select the food vendor participation/booth size.			
# of outlets required				<input type="checkbox"/> Up to 12'x12' / \$700	<input type="checkbox"/> Up to 24'x12' / \$1,400		
# of amps required				<input type="checkbox"/> Up to 36'x12' \$2,100	<input type="checkbox"/> Up to 48'x12' / \$2,800		
What will the electricity be used for? Be specific.			Briefly describe your vendor area set-up. Include details of tents, trailer size, etc				
						Total space required for vending area:	<b>WIDTH in ft.</b> (Service side)
<b>MENU ITEMS – One item per line</b>		<b>PRICE –Approx.</b>		<b>APPLICATION GUIDELINES</b>			
1				<ul style="list-style-type: none"> <li>Only <u>6</u> items per booth will be approved for sale.</li> <li>In the event several vendors wish to sell the same item, the committee reserves the right to direct a change in food, recommending an alternate item.</li> <li>Vendor and menu selection will be on a priority basis listed above (resident status, membership, returning participant priority).</li> <li>\$50 late fee applies to forms received after 6/10.</li> <li>Payment must be made in advance by credit card, cashier's check, cash, or money order.</li> <li>There will be NO refunds for inclement weather.</li> </ul> <p><b>** If you are purchasing multiple booths and plan to sell more than the listed number of items allowed, please attach a full proposed menu and pricing for review. **</b></p>			
2							
3							
4							
5							
6							
<b>ALTERNATE ITEMS</b>							
7							
8							
9							
10							
11							
12							
<b>PAYMENT INFORMATION</b>							
<b>Payment Type</b>	<input type="checkbox"/> CREDIT CARD \$2 processing fee applies.	<input type="checkbox"/> CASHIER'S CHECK Amount: _____	<input type="checkbox"/> CASH Amount: _____	<input type="checkbox"/> CHECK Payable - Village of Montgomery CHECK # _____ Amount: _____			
<b>OFFICE USE ONLY</b>							
<b>Receipt #</b>		<b>Date</b>		<b>Initials</b>			

**REMIT PAYMENT on or before June 10: Village of Montgomery | 200 N. River St. | Montgomery, IL 60538**

# RULES & GUIDELINES

## APPLICATION & REGISTRATION

- The application must be filled out in its entirety and submitted with a form of payment (check, credit card\*, cashier's check, cash, certified check). Payment should be made to: Village of Montgomery. \*A \$2 processing fee applies to all credit card transactions, please email [jmilewski@montgomeryil.org](mailto:jmilewski@montgomeryil.org) if you wish to pay by credit card.
- The seller must understand that the role of the Montgomery Fest Committee is one of providing space, additional requirements for selling are the responsibility of the seller.
- The menu and price list submitted for approval will be the only authorized items allowed for sale during the Fest. An approved menu will be sent to all vendors in advance of the fest.
- Electric needs and outlet requests must be clearly indicated on the application. They are not a guarantee of power, please review the final layout and electrical supply for your booth set to vendors in advance of the fest.
- Food vendors must pass the applicable Kane County Health Department Inspection and have a Temporary Food Service Permit on-site and on display at all times.
- Vendors must supply a Certificate of Liability Insurance (COI) with both the Village of Montgomery and the Fox Valley Park District listed as additionally insured.

## LOAD-IN AND LOAD-OUT

- Load in for the fest may begin no sooner than 12:00P on Thursday, August 18. The road will not be closed at this time, so all that is allowed is load-in of equipment to the parallel parking space(s) in which you are assigned/authorized for use for the duration of the fest.
- Beginning at 10A on Friday, August 19, River St. will close to through traffic, and you can begin to set for food service. All set up should be complete and ready no later than 3:30P.
- During set up hours, food vendors may pull behind their booth using the North River St. entrance and unload. Cars and trailers cannot remain on the street during fest hours. Set up hours are as follows: Friday 10A-3:30P, Saturday 6A-10A, and Sunday 6A-10A.
- During load-out cars will be allowed to pull behind the food vending booths. Please be cautious of pedestrians and follow staff and police orders. Take down can begin at 9P, we ask that all load out is complete Sunday night as the street will reopen to the public Monday morning at 7A.
- At the close of the event, your selling space must be left as you found it, clear of litter, garbage, recycling, grease, equipment, etc.

## DURING THE EVENT

- The fest begins with a VIP hour for sponsors and those with private invites from the Village Board. Each guest receives a food voucher for a set dollar amount. They are able to redeem these at your booth. Please hold on to your vouchers. At the end of the fest, we will collect them, and the fest will send you a check for the value of the vouchers/purchases.
- Vendors are authorized to sell water and/or soda for \$2 per 12 oz. can or \$2 per 16.9oz bottle of water. These beverages do not count towards your menu items. Any other beverages offered must be listed on your menu and will count towards your allotted number of items to be sold.
- No outside alcoholic beverages are allowed in the fest area. Violators are subject to arrest. The Montgomery Police Department will strictly enforce this provision and it is applicable to all vendors and sponsors as well as fest patrons and guests.
- Vendors must remain open for the entire duration of the fest. Please plan your inventory accordingly.

## POST-EVENT

- Take down will begin promptly at 9:20P or the completion of the firework show on Sunday, August 22. Vendors must return the street and curb area to its original state prior to leaving. All vendors must be loaded up with equipment removed from the fest site before 11:59P on Sunday. No exceptions.

As the seller, I have read all of the guidelines and restrictions in this entire application packet and understand them. I am aware that it is my sole responsibility to coordinate the load-in, set-up, execution, and clean-up of the area provided to my food vending business during Montgomery Fest 2022. Additionally, non-compliance of any kind with the guidelines may result in immediate removal from the fest and/or hindering any ability to return to the fest in future years.

BY SIGNING BELOW, YOU UNDERSTAND AND AGREE TO ALL REQUIREMENTS OF THIS APPLICATION.	
Signature	Date
Print Name	Title

# FOOD VENDING WAIVER

The following terms and conditions are hereby incorporated by reference to the attached application and agreements.

1. Whenever the terms and conditions contained herein and those in the remainder of the agreement conflict, the terms and conditions stated herein shall control and supersede any and all inconsistent terms contained in the remainder of this agreement.
2. For purposes of this Exhibit only "Village" shall mean the Village of Montgomery, and "seller" shall mean the person or entity with whom the Village is contracting in this agreement, regardless of inconsistent terms used in the remainder of this agreement.
3. Seller shall restore any and all premises utilized in the performance of its services to the pre-event condition of the premises, including reasonable cleanup, ordinary wear and tear expected.
4. Seller shall provide reasonable security for any and all personnel, equipment, animals, and other items utilized in the services contracted for herein.
5. Seller agrees that the Village's liability under this agreement shall be limited solely to the amounts payable to the Village under this agreement. In no event shall the Village be liable for any other damages including but not limited to, consequential damages.
6. In the event that the Village brings suit to recover damages as a result of a breach of this agreement, or to enforce any provision thereof, then the Village shall be entitled to recover its costs and reasonable attorney fees arising in such suit.
7. Seller shall maintain general comprehensive liability insurance, with the Village named as an additionally primary insured without right of contribution, with limits of not less than \$1,000,000, and shall furnish a Certificate of Insurance to the Village at least ten days prior to the date called for beginning performance on under this agreement. Seller shall not be liable or responsible for a delay or failure in performance of its obligations under this agreement if such delay or failure is due to any cause beyond the control of Seller including, but not limited to, acts of God, storms, fires, accidents, mechanical or structural breakdowns of motor vehicles or machinery, strikes or labor problems.
8. Seller shall obtain, at its own cost, any state, country, or local license(s) required for the operation of its business. In addition, either party may cancel this agreement prior to 30 days before the scheduled event (or if the remainder of this agreement provides for a shorter time period whichever period is shorter) by giving written notice of such cancellation by mail at the address set in the body of this agreement. Notice shall be deemed given and received three days after deposit of the same in the U.S. mail, postage prepaid, and addressed as set forth above.
9. This agreement may not be transferred or assigned by the Seller without the prior written approval of the Village.
10. Seller shall protect, indemnify and hold harmless the Village and the Fox Valley Park District, its officers, trustees, employees, and agents and their successors and assigns, against any cause of action, loss, liability, cost, damage, or expense any cause of action, loss, liability, damage, cost, or expense including without limitation, attorneys fees and costs, arising out of or relating to Sellers performance under this agreement or arising out of any breach of this agreement, its warranties or covenants (whether express or implied), or out of any intentional or negligent act or omission of Seller or its officers, agents and/or employees made during the course of Seller's service hereunder. This indemnification shall survive any termination of this agreement.

VILLAGE OF MONTGOMERY

SELLER

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Deputy Clerk

Date: \_\_\_\_\_

# ADDITIONAL DOCUMENTATION REQUIRED

## ☐ MENU & PRICING

Vendors must submit their requested menu (maximum of 6 items per 1 booth space) and pricing for review by the committee. Applications received without menus will not be considered for placement.

## ☐ COLOR PHOTO OF BOOTH SET UP AND LOGO

The fest committee does ask for a color photo or image of booth set up or vehicle from all new vendors. Additionally, all vendors should send their vending logo (if they have one) in a png file format to [communications@montgomeryil.org](mailto:communications@montgomeryil.org) for use when promoting the fest and food vending area. Marketing exposure is not promised to vendors, only sponsors, but, when possible, it may be used to feature exciting menu items, as the fest feels appropriate.

## ☐ KANE COUNTY HEALTH DEPARTMENT PERMIT

Vendors are responsible for obtaining and holding the applicable health department permits for temporary food service during the Montgomery Fest. Please visit [kanehealth.com](http://kanehealth.com) for more information.

- Vendor must pull a *Temporary Food Service Application Permit/2022* in order to be onsite for service.
  - <https://www.kanehealth.com/Pages/Fees.aspx>
- Kane County Health Department will be onsite the first day of the fest, all vendors must pass inspection and have their valid Temporary Food Service Permit onsite. Failure to comply will forfeit any fees and jeopardizes the vendors ability to return in future years.

Mail permit applications to:  
Kane County Environmental Health Services  
1240 N. Highland Ave. | Aurora, IL 60506

Make checks payable to: Kane County Health Department  
For questions, please call 630-208-3801.

## ☐ CERTIFICATE OF INSURANCE

You MUST provide a Certificate of Insurance naming the Village of Montgomery and Fox Valley Park District as the Certificate Holders and Additionally Insured for no less than \$1,000,000. Certificates are due NO later than 60 days in advance of Montgomery Fest, prior to June 21, 2022.

Certificate should be emailed or mailed to:  
Village of Montgomery – Montgomery Fest Committee  
Re: Food Vendor  
200 N. River St. | Montgomery, IL 60538  
[knemetz@montgomeryil.org](mailto:knemetz@montgomeryil.org)  
For questions, please call 331-212-9010.