



Village Of Rochester

1 Community Drive Rochester, IL 62563

Incorporated in 1869

All vendors must provide Tax ID Numbers and applicable licenses with their contract. All Vendor contracts and payments are due by Monday, June 8, 2026, to be guaranteed a location.

Vendor Contact: _____

Please list all employees on space provided on second page.

Phone Number: _____

Vendor Name: _____

Email: _____

Mailing Address: _____

Type of products: _____

"Food" is not acceptable answer. We try to not place similar food products too close to each other. See also Number 1. below.

\$25.00 Service Charge for Utilities. Vendors must be setup before 4:00pm to allow Village staff to address any utility connections concerns.

Electric Needed?

Y / N

Power cord length? _____

Rules and Policies (read and initial)

Water Needed?

Y / N

Amps? _____

I understand that I may not serve cotton candy, popcorn, funnel cakes, elephant ears, corn dogs, or lemon shake-ups during Sparks in the Park.

I understand that no vehicles larger than a golf cart are allowed on the roadway during the carnival sessions, and that vehicles will be allowed in between sessions for restocking and related purposes.

I understand that I must enter and exit off of Ebel Drive for setup or breakdown of my designated space, and that this must be done between sessions. Vendor staff parking is off of Ebel Drive.

I understand that no-one is allowed to park on the blacktop during Carnival Sessions, which are 5pm-9pm Thurs-Sat, and 12pm-4pm session on Saturday as well.

I understand that I must keep my designated area clean, and that I am responsible for the trash I generate, and that I may not use the trash cans provided for patrons of the event. I acknowledge that there are dumpsters available near the big tent, and will use those.

I understand that the fees charged under this agreement are non-refundable.

I have read the additional terms and conditions attached to this Application and agree to abide by them.

I understand and agree to the rules of the event as outlined above.

Signature _____

Date _____

Title (owner, CEO, etc) _____

Fees:

Vendor: \$50.00 (inc. 1 parking space).

Addl. Spaces: \$20.00/add'l space Add'l spaces: _____

Utilities: \$25.00 water/electric.

The submission of inaccurate vendor data could jeopardize location approval and/or rescission of approval.

For Official Use Only.

Amount Paid: _____

Vendor Spaces needed _____

Elec or Water or Both: _____

Background checks are required for all employees of a vendor. Please provide the information requested for each employee that will be working the Sparks in the Park Event.

[illegible]

Yellow arrow is entrance and exit for all vendor
due to large tent (pink box) blocking other end.

Terms and Conditions:

A. Definitions; Headings: The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of the Agreement. Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement. All identifiers on page 1 of this Agreement shall be defined terms, whose definitions shall be supplied by the information added to the adjoining blank spaces. "Agreement" means this agreement, including any attachments, exhibits, and addenda (including any additional or supplemental forms), and any other policies we make available to you from time to time. "We", "us", or "our" means the Village. "You" means the Vendor.

B. You will:

1. have all required permits and licenses necessary for you to operate during Sparks in the Park ("Event").
2. provide all food, merchandise, and staff needed for you to operate during the Event.
3. Be open and operational during the Event.
4. Work from the space we assign to you and arrive with enough time to be operational during the Event.
5. obey all laws and regulations.
6. return your assigned space in the same condition as when you arrived.
7. refrain from selling and/or bartering anything of value that is not listed on this Agreement.

C. We will (i) provide you with the items/services designated on Page 1 of this Agreement during the Event.

D. Weather Policy: The Event may be cancelled due to inclement weather as determined in the Village's sole and absolute discretion. If the Event is rescheduled due to inclement weather, you will be notified and, if you are unable to perform on that date, the items/services identified as being provided to you from the Village will be forfeited.

E. Limitations on Goods and Services: The Village reserves the right to deny the opportunity to sell any merchandise of any kind that has not been identified in this Agreement.

F. Assumption of Risk: This Agreement does not create a bailment contract in favor of the Vendor. Vendor acknowledges that Village is not responsible for theft of, or damage to, Vendor's vehicles, nor for theft of vehicle contents, nor of its equipment, while Vendor is at the Event. Vendor hereby assumes all risk associated with such damage or theft.

G. Media Release: You acknowledge and consent to the taking of photographs, video, sound recordings, or other media captures of your face, name, voice, or likeness before and during the Event (the "Released Media"). In consideration for your participation in the Event, you hereby irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or re-release of the Released Media by the Village, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to as the "Release Receiver") for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented. You hereby release the Village from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and forego any opportunity, whether past or present, to copyright or trademark the Released Media. You give consent to the use of this Released Media while knowing and understanding that your name, comments, and other identifying factors may be revealed to the general

public. However, the Village may not make known to any party in any medium any known or previously known location, email or physical address, or any other contact details, such as phone number.

H. Indemnification: To the extent permitted by Illinois law, the Vendor agrees to indemnify, defend, and hold the Village, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to the Vendor's participation in the Event, including but not limited to any acts, actions, breaches, neglect, or omissions of the Vendor, its employees, agents, subcontractors, assignees, or delegates related to the Event. The Agreement does not constitute a waiver of any applicable immunities by the Village, nor consent by the Village to suit by third parties. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

I. Waiver: Neither Party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

J. No Assignment: You may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without the Village's prior written consent. We may assign this Agreement without your consent.

K. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.

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