

Business Information

Name of Business _____
 Address _____
 City/State/Zip _____
 Phone Number _____
 IL Tax ID / SSN _____

Primary Contact Person

First and Last Name _____
 Email Address _____
 Phone Number (if different from above) _____

Menu Description (include cost/item)

Booth Details

***All applicants must purchase at least 1 of item A, for a minimum total of \$250.**

QTY		Rental Items	Space Size	Booth Price	Total
	A	1 Tent (10' by 10') 1 Table (8' x 30") 2 Folding Chairs	10 x 10	\$350	\$350
	B	Extra Table	8' x 30	\$20	
	C	Extra Folding Chair		\$5	
	D	Generator		\$150	

GRAND TOTAL \$

Payment Method

Check one: Visa Mastercard AmEx

Credit Card Number _____
 Name on Card _____
 Expiration Date _____ CVS Code _____
 Billing Address _____
 City/State/Zip _____

Pay cash in person

To pay with cash, please contact UNO to schedule a time to drop off payment. We do not accept checks.

Please Initial Each:

___ I authorize United Neighborhood Organization (UNO) to charge the TOTAL amount to my credit card.

___ I authorize United Neighborhood Organization (UNO) to reserve and assign a booth space on my behalf.

___ I understand that to reserve a space for UNO's Carrera de los Muertos® / Race of the Dead, my payment must be paid for in full. If I do not pay, I will not have a space at the event.

___ I understand this is a "Rain or Shine" event and no refunds will be given based on weather conditions or within 14 days of the start date.

___ Refunds will only be given if requested 15 or more days before Race Day, and refunds will be returned less a 20% deduction for processing fees.

___ I have read and accept the Terms & Conditions.

Signature _____

Print Name _____

Date _____

For UNO's Use Only

UNO Application Received: Email In person Other Date _____

Completed City of Chicago Food License Application City Vendor Fee Paid

Summer Food Festival Sanitation Certificate Number: _____

All Payments Received/Cleared and Approved for Space Date _____

Notes:

TERMS & CONDITIONS

Food Quality Standards: All food items must be approved by UNO. Food items, including any and all ingredients, condiments, and preparation materials, are expected to be safe. Unsanitary handling of food will not be allowed. Vendor must adhere to City of Chicago food safety measures. If Vendor is suspected to be preparing and/or serving food in unsafe conditions, UNO reserves the right to inspect the vendor's booth. If deemed unsafe, UNO can dismiss the vendor from participation in the event without refund. In the case of a dispute over the quality of a food item between a consumer and the vendor, UNO will be the final arbiter and the vendor must accept our judgment if the item is deemed to be unsatisfactory and worthy of a refund.

Menu Item Criteria: All main items on the menu must be originally prepared and produced by the vendor. Mass produced food items will not be allowed.

Payment and Refunds: The payment for space (Item A) is due with the signing of the contract. Payment in full for UNO's Carrera de los Muertos®/Race of the Dead is due 16 calendar days before the event. You may pay by credit card or cash. Include all payment information in the application. If more than one form of payment will be used, please include supplemental payment details at the bottom of this application. You may also notify UNO, in writing (E.g., via email), of intent to use a different form of payment if first payment is not sufficient. UNO cannot confirm your reservation without complete credit card information or cash. This is a rain or shine Event; no fees will be refunded due to weather. No refunds will be given within 14 days of UNO's Carrera de los Muertos®/Race of the Dead start date. Refunds will be given if requested 15 or more days before the start date of the event with a 20% processing fee deducted.

Tents: Tents will be provided by UNO's Carrera de los Muertos®/ Race of the Dead. You will be liable for any non-weather-related damage to the tent provided to you.

Tables: One table, 8ft long, and two foldable chairs will be provided by UNO. Each additional table will incur a cost of \$20; each additional folding chair will incur a cost of \$5. A generator rental costs \$150. These requests must be ordered in advance with your application. There are no refunds for tables and chairs ordered but not used. We cannot guarantee furniture/equipment if it is not ordered on your initial application.

Electricity: If you (vendor) require access to an electrical outlet, please notify UNO in advance with your application.

Booth: You may not split your booth with another vendor. **Subletting booths is not permitted without authorization from UNO.*

Pricing: All menu items must be clearly priced. No signs indicating "special" or "\$1 off", etc. will be allowed.

Sales Tax: You must collect and pay sales taxes to the state of Illinois via your Illinois Resale Tax number. If your business is not based in Illinois, tax-reporting forms may be provided to you. In any event, UNO bears no responsibility of payment of sales tax, and you agree to indemnify UNO for any failure by you to pay the required sales taxes to the State of Illinois. UNO may be

required by law to send the State of Illinois a complete list of vendors who participate in the event. Your State tax ID must be included on the contract.

Advertising: No signs or advertising devices shall be used unless approved by UNO.

Laws Applicable: Vendors shall abide by and observe all laws, rules, and regulations of the State of Illinois and the City of Chicago and department thereof.

Force Majeure: In the event that any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, dispute, or any other cause of emergency over which UNO has no control, or should UNO decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibit, or reduce the installation time, exhibit time, or move-out time, UNO shall not be liable to indemnify or reimburse the vendor in respect of any damage or loss, direct or indirect, arising as a result thereof. Neither UNO, nor any of their officers, agents, employees, or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability for liability, for any damage, loss, harm or injury to the person or any fire, water, accident or any other cause, and none of the parties hereto mentioned will obtain insurance against any such damage, loss, harm or injury.

The applicant hereby agrees to indemnify, defend and protect UNO and hold and save the above party from any and all claims, demands, suits, liability, damages, loss, cost, attorney fees and expenses of whatever kind of nature which might result from or arise out of any action or failure to act of the applicant or any of his or her employees, including but not limited to claims or damage or loss of property, or from or out of any damage, loss, harm or injury to the person or any person or any property of the applicant.

Damage to Property: The vendor is liable for any damage caused to standard booth equipment, or to other exhibitors' property. The vendor may not mark, tack, make holes, apply lacquer, adhesives, or other coating to walls, ground, or standard booth equipment.

Booth Relocation: Vendor will not be allowed to move to a different booth space from the one assigned without permission from UNO.

Disability Provisions: Vendor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold UNO harmless from and against any and all claims and expenses, UNO attorney's fees and litigation expenses, including attorney's fees and litigation expenses, that may

be incurred by or asserted against UNO its officers, directors, agents, or employees on the basis of the vendor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

Assumption of Risk: Vendor assumes full and complete risk and responsibility for any discomfort, illness, injury, or accident which may occur while I prepare for or participate in the Carrera de los Muertos®/Race of the Dead event while on premises of the Event, traveling to or from the Event, or

as a result of participating in and/or observing the Event. Vendor understands that participating in the Event may be hazardous, and that he/she should not register or participate unless medically able. It is vendor's responsibility to ensure all members of the vendor's team are medically and physically able to participate in the Event and/or any activities related to the Event. Vendor is aware of and assume all risks associated with participating in and/or observing the Event including, without limitation, risks of temporary or permanent injury, death, and illness including 2019-nCoV (aka COVID-19) and all other coronaviruses to vendor and/or the party(ies) for whom he/she is working with. Vendor will responsibly adhere to any and all coronavirus-related health restrictions and guidelines as recommended by UNO, the City of Chicago, and/or the CDC such as the wearing of a facial mask. Vendor is aware of and assumes all risks associated with participating in and/or observing the Event that may come as a result of contact with other human beings, animals and insects, weather conditions, traffic conditions, and/or Acts of God.

Representation as a Vendor: Vendor represents and warrants that he/she is in good enough physical condition to safely participate in the Carrera de los Muertos®/Race of the Dead event and has no medical condition that would make participation in the Event hazardous to oneself and others including, but not limited to, a suspected or known case of COVID-19. Vendor consents to medical care and transportation to obtain treatment in the event of injury or illness and understands that this contract extends to any liability arising out of or in any way connected with the medical care and transportation provided in the event of an emergency and/or injury or illness. Vendor understands that medical care may not be available, but if it is, vendor assumes liability for any and all medical expenses incurred as a result of participation in the Event. Vendor understands and agrees that he/she and all members of the Vendor's team are expected to always exhibit appropriate behavior while participating in and/or observing the Event and to obey all applicable laws while participating in or observing the Event including general respect and consideration for all people, equipment, facilities and properties. Vendor agrees that UNO may dismiss me, without refund, if his/her behavior is deemed inappropriate or if vendor is determined to be potentially harmful to other people or subject to cause negativity to the Event and/or the reputation of *Carrera de los Muertos®* and/or UNO.

Use of Likeness: Vendor grants UNO permission to photograph and record vendor and his/her booth, as well as other parties working at exhibitor's booth, in relation to the Carrera de los Muertos®/Race of the Dead event. Vendor further grants UNO permanent permission to use any photograph, voice, video, and likeness of vendor and associated parties taken at the event in any form, including edited versions, in or over any medium including but not limited to streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any legal purpose including, without limitation, any commercial purpose, without compensation to vendor. Vendor waives any right of inspection or approval of any such recordings and photographs. Vendor understands that any such recordings and photographs recorded by and/or received by UNO, representatives of UNO, or affiliate parties of UNO, shall become the sole property of UNO.

Amendment of Rules: UNO reserves the right to make changes, amendments and additions to these Terms and Conditions at any time and all changes, amendments and additions so made shall be binding on the vendor with the provision that all vendors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by UNO.

Liability: UNO will not be responsible for damage to, loss, or theft of property belonging to or

injury to any vendor, his agent, employees, business invitees, visitors, or guests. Each vendor is expected to carry his/her own appropriate insurance and to list vendor as additional insured.

City of Chicago Special Event Food License Application: Any required food applications for the City of Chicago must be completed and approved by the City before UNO approves a space for Vendor at the Carrera de los Muertos®/Race of the Dead event.

Summer Food Festival Sanitization Certificate: Food vendor applicant may be asked to show proof of required sanitization certificate to UNO and/or the City of Chicago as part of application requirements. UNO maintains the right to request, receive, and retain a copy of such sanitization certificate(s).

For questions and/or assistance with the City of Chicago food license application and certificate requirements, food vendor applicants may contact UNO.

Thank you!

Please scan and email a copy of this application to Anna Hanson at anna@unochicago.org Or you may contact UNO to schedule a time to drop it off in person. We will be in touch with you regarding any required City of Chicago food applications and sanitization certificates.

Do You Have Additional Information You Want to Include? Please Attach Here.
(E.g., Copy of Menu, Photos of Restaurant Certificates).