

Wings By the Wabash
Food Truck Vendor
Application
September 28th and 29th 2024

THIS AGREEMENT, is by and between the CRAWFORD COUNTY AIRPORT AUTHORITY 10748 N 1650th St, Palestine, IL 62451 (“CRAWFORD COUNTY AIRPORT AUTHORITY”) and the party designated on the attached application (“FOOD TRUCK VENDOR”). The CRAWFORD COUNTY AIRPORT AUTHORITY desires to permit FOOD TRUCK VENDOR to sell said items on attached application during the airshow. Now therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. FOOD TRUCK VENDOR are asked though not expected too, if they do well, to share with the CRAWFORD COUNTY AIRPORT AUTHORITY a portion of their profits for the weekend. Recommended amount is at least 10% of total profit. Payment is requested on the last day of the airshow. Payment will be given to a designated CRAWFORD COUNTY AIRPORT AUTHORITY representative at the end of the airshow.
2. RIGHT TO SELL: FOOD TRUCK VENDOR shall have the right to advertise as set forth on the application. Said sales are to occur only within the area designated by the CRAWFORD COUNTY AIRPORT AUTHORITY for the FOOD TRUCK VENDOR
3. BEVERAGES: FOOD TRUCK VENDORS shall not sell, distribute, or in any way disseminate alcoholic beverages, unless otherwise agreed upon in writing. In the event of a corporate beverage sponsor, (I.E. Coke, Pepsi, ECT,) the FOOD TRUCK VENDOR will be required to sell the sponsor’s products exclusively. Arrangement will be made through the CRAWFORD COUNTY AIRPORT AUTHORITY’s representative.
4. PRODUCTS: Absolutely no “Wings by the Wabash” merchandise may be sold at the airshow unless otherwise agreed upon in writing. FOOD TRUCK VENDORS shall not sell any item not identified on the application without prior written approval of the CRAWFORD COUNTY AIRPORT AUTHORITY.
5. HOURS OF OPERATION: FOOD TRUCK VENDORS must be fully staffed and open, and must remain fully staffed and open between the hours of 9:00 a.m. and 4:00 pm. on September 28th and 29th 2024 regardless of weather conditions. Closing early or opening late for any reason, may preclude FOOD TRUCK VENDOR from participating in future airshows.
6. TRUCK SPACE: FOOD TRUCK VENDOR understands that the CRAWFORD COUNTY AIRPORT AUTHORITY, at its sole discretion, will assign space for food trucks.
7. RENTAL EQUIPMENT: The CRAWFORD COUNTY AIRPORT AUTHORITY does not provide any equipment to the FOOD TRUCK VENDOR including but not limited to chairs, tables, tents, etc. FOOD TRUCK VENDORS are required to provide their own equipment.

8. WEATHER SECURITY: FOOD TRUCK VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights and/or water barrels).

9. LOAD-IN/SET-UP: Load-in and set-up times vary based on truck location. Load-in and set-up must be completed between the hours of 2:00 p.m. – 6:00 p.m. and then from 6:00 a.m. – 8:00 a.m. on September 28th and 29th. Other setup times are by prior permission. All set up must be completed by 8:30 a.m. Vendor vehicles will have limited access to vendor area during the show, Vendor parking will be provided close to the vendor area, please be prepared to move things by hand or self-provided dolly.

10. LOAD OUT: All FOOD TRUCK VENDOR materials and GARBAGE must be removed from airshow site each evening when the show is over. The CRAWFORD COUNTY AIRPORT AUTHORITY will provide a roll off dumpster for use.

11. SIGNAGE: All FOOD TRUCK VENDOR signs and banners must be contained within the assigned booth space. Each FOOD TRUCK VENDOR is responsible for supplying their own signage for their booth.

12. CONDUCT: FOOD TRUCK VENDOR may not consume alcoholic beverages within any assigned booth space. Vendors must be suitably attired at all times. Behavior unsuitable for the CRAWFORD COUNTY AIRPORT AUTHORITY, or which constitutes a public nuisance, will not be permitted. VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE AIRSHOW.

13. STORAGE: All FOOD TRUCK VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.

14. ELECTRICAL SERVICE: FOOD TRUCK VENDOR, if electrical power is needed, agrees to pay the CRAWFORD COUNTY AIRPORT AUTHORITY a flat 25 dollar hook-up fee for the weekend. Generators are allowed and subject to inspection by the CRAWFORD COUNTY AIRPORT AUTHORITY or its designee and declared in writing as part of this application. If using power from the Airport Authority it is the FOOD TRUCK VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.

15. CANVASSING: FOOD TRUCK VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible and FOOD TRUCK VENDOR shall be liable for immediate closure and removal from the airshow with loss of all submitted monies.

16. SITE INSPECTION: FOOD TRUCK VENDOR is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the CRAWFORD COUNTY AIRPORT AUTHORITY, charges to repair or correct any damage or alteration. Vendor is responsible for returning the booth space site to its original physical condition by 8:00 p.m. on September 29th

17. GOVERNING LAWS: This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the City of Palestine, Illinois, County of Crawford, and State of Illinois.

18. SECURITY: FOOD TRUCK VENDORS are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire airshow site. No security personnel will be assigned specifically to any particular vending area. The CRAWFORD COUNTY AIRPORT AUTHORITY shall not be held responsible for loss, theft, or damage to any property left on the airshow grounds at any time.

19. INDEMNITY: FOOD TRUCK VENDOR shall indemnify and hold the CRAWFORD COUNTY AIRPORT AUTHORITY, the CRAWFORD COUNTY AIRPORT AUTHORITY staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of FOOD TRUCK VENDOR under this agreement, and shall reimburse the CRAWFORD COUNTY AIRPORT AUTHORITY for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.

20. VIOLATIONS: FOOD TRUCK VENDOR acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in the airshow. In the event this agreement is terminated as a result of any breach by the FOOD TRUCK VENDORS, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

21. AGREEMENT MODIFICATIONS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing, and executed by the parties to be bound hereto.

22. AGREEMENT DEADLINE: This agreement shall be signed by the FOOD TRUCK VENDOR and returned to the CRAWFORD COUNTY AIRPORT AUTHORITY on or before August 9 2024. This agreement shall become effective when received and signed by the CRAWFORD COUNTY AIRPORT AUTHORITY management.

23. RESOLUTION OF DISPUTES: In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or

legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.

24. CANCELLATION: FOOD TRUCK VENDOR understands that if the vendor cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

25. SITE ACCESS: The CRAWFORD COUNTY AIRPORT AUTHORITY and its agents or assigns shall have access to the aforesaid described space and premises at all times. Food truck space cannot be assigned or leased by any organization other than CRAWFORD COUNTY AIRPORT AUTHORITY management.

26. LICENSES: All FOOD TRUCK VENDORS must obtain a license from the Crawford County Health Department before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement.

27. LIABILITY INSURANCE: FOOD TRUCK VENDORS must provide the CRAWFORD COUNTY AIRPORT AUTHORITY with copy of their liability policy no more than 15 days prior to load in, setup date. To this extent The CRAWFORD COUNTY AIRPORT AUTHORITY shall be added as an additional insured of the FOOD TRUCK VENDORS policy for the duration of the airshow.

28. WATER: Non-potable water will be made available at the airshow. FOOD TRUCK VENDORS are responsible for providing a means of transporting water from the source to the assigned booth space.

29. WASTE WATER: Please do not dispose of wastewater anywhere on airport property. CRAWFORD COUNTY AIRPORT AUTHORITY will provide, upon request, a service to remove waste water each evening after the airshow. . Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed.

By signing the application associated with this agreement, FOOD TRUCK VENDOR acknowledges that: a. Vendor has had the opportunity to review this agreement; b. Vendor has enclosed All required documentation and payment; c. Vendor has had the opportunity to consult with legal counsel if desired; and d. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

CRAWFORD COUNTY AIRPORT AUTHORITY, Wings by the Wabash, Food Truck Permit Application

Corporate Business Name (as listed on State of Illinois Taxes)

DBA (if applicable) _____

Business Address

Business phone _____ Business email _____

Tax ID Number _____ Owner/Operator Name _____

Owner/Operator phone _____

Description of item/s for sale

Electrical hookup needed Any additional needs: _____

Vehicle year/make/model/license #

Include the following with your application.

Copy of County Health Department food service certificate

Certificate of Insurance

Photo of food truck

\$50 deposit is due upon issuance of permit. I hereby apply for a Food Truck / Vendor's Events Permit to vend at the Crawford County Airport, Wings by the Wabash Airshow, Crawford County, Illinois. I understand that possession of said permit is a privilege, not a right and that the CRAWFORD COUNTY AIRPORT AUTHORITY reserves the right in its sole discretion to determine the number of Vendor's licenses to be issued and to refuse issuance of or to rescind said license. I have read and agree to abide by all regulations and conditions for application, approval and possession of said license. In consideration of such permission and the issuance of a permit, the I hereby fully release and discharge the CRAWFORD COUNTY AIRPORT AUTHORITY, its officers, agents and employees from any and all claims of any kind (including, but not limited to claims for damage to property, injury to any person, or attorneys' fees) which arise or which may be alleged to have arisen out of, or in connection with, my operations as a Food Truck Vendor at the airshow. I further agree to indemnify and hold harmless and defend the CRAWFORD COUNTY AIRPORT AUTHORITY, its officers, agents, and employees from any and all claims of any kind (including, but not limited to claims for damage to property, injury to any person, or attorneys' fees), which may arise or which may be alleged to have arisen out of, or in connection with, my operations as a Food Truck Vendor At the Wings By the Wabash.

Signature

Date

Return application via email to wingsbythewabash2024@gmail.com or via regular mail at:

Wings by the Wabash Airshow

10748 N 1650th St

Palestine, IL 62451