

# FOOD TRUCK EVENT APPLICATION + AGREEMENT



Name \_\_\_\_\_

Email \_\_\_\_\_ Phone Number \_\_\_\_\_

Business Name \_\_\_\_\_

Website or Facebook \_\_\_\_\_

## 2026 Event(s) you are applying for

- Sip 'n' Savor | July 25       Junk in Your Trunk | August 1       Art in the Park | September 20

Must be registered with the City of Sycamore prior to the event date.

## Upon approval of this application, vendor must submit

- \$50 Park District Food Truck Permit Fee per event
- Copy of DeKalb County Health Department Permit

**Briefly describe the type of food you sell.** Vendors will be selected to create a balanced and diverse food lineup. In most cases, only one vendor per cuisine type will be chosen to reduce overlap and give each vendor the best opportunity for success. Submission of an application does not guarantee selection.

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## CANCELLATION POLICY

In the event of inclement weather Park District staff will make every reasonable effort to proceed with the event. If the grounds are deemed unsafe for staff, vendors and/or festival patrons, we reserve the right to cancel the event at our sole discretion, and NO REFUNDS will be given. No refunds will be honored after June 19, 2026. To receive a refund prior to this date cancellation of contract must be received in writing and postmarked June 19, 2026.

This Agreement is to be governed by Illinois Law, and any disputes arising out of or relating to this Agreement shall be handled by the parties involved.

## WAIVER AND RELEASE OF CLAIMS

Exhibitors are to abide by the Sycamore Park District and City of Sycamore Rules, Regulations and Ordinances.

The vendor accepts all liability for federal, state and local taxes related to the operation on the said event.

Vendor understands that failure to comply with these policies and procedures may result in the Sycamore Park District

refusing participation by that group in future events and may result in removal of items from the area by the Sycamore Park District and its representatives.

Upon acceptance, the vendor, including its owners, employees, officers, representatives, independent contractors and/or subcontractors and agents (hereinafter "Vendor") hereby agrees as follows:

1. Sycamore Park District will determine which applications are accepted at their sole discretion.
2. Sycamore Park District's acceptance of Vendor's application binds Vendor to Payment. Full payment must be tendered upon approval of application. If Vendor's application is not approved, payment will be voided and/or returned. Spots will be filled on a first-come, first-served basis.
3. Adverse weather and similar acts of God shall not be a basis for refund of fees paid. Vendor will retain sole responsibility for loss or damage of its own or rented property or property of its employees of whatever kind and nature, including but not limited to products including food, tools, equipment, forms, scaffolding, canvasses, tarpaulins, and temporary structures including contents.

4. Vendor agrees to use reasonable and prudent care and caution in all activities pertaining to, and during, Event. This includes, but is not limited to, using reasonable care and caution pertinent to guests and invitees at the Event; by way of example, not limited to, Vendor shall: keep walkways clean; will not stack boxes to an unstable height; will remedy spills and trip hazards created which would present a danger to guests, invitees, or participants. In the event that any person is injured or appears injured as a result of any incident or occurrence at the Event, Vendor shall promptly notify Sycamore Park District Personnel on site and/or Sycamore Police.
5. Sycamore Park District may terminate this Agreement without refund, direct Vendor to immediately discontinue all activities related to the display, marketing, sale, or sale of items, ban Vendor from the Event, and have Vendor's property and materials removed at Vendor's expense, if Sycamore Park District determines that Vendor has failed to comply with rules and instructions pertaining to the Event, or that Vendor has or is about to engage in unlawful conduct.
6. Indemnification and Hold Harmless. Vendor shall indemnify and hold harmless the Park District, its employees and agents for all proceedings, causes of action, suits, damages, losses, liability, costs and expenses, including reasonable attorneys' fees and costs, whatsoever that may arise, either directly or indirectly, in connection with this Agreement, or the negligence or willful conduct of Vendor, its employees, representatives, agents and independent contractors in performing its obligations under this Agreement, regardless of whether such proceedings arise in tort, contract, equity, under any statute, common law, or otherwise. In addition, Vendor acknowledges that the Park District maintains insurance to cover Vendor, its property or employees.
7. The Park District shall not be responsible for merchandise, equipment, or other related items that are lost, damaged, or stolen. Further, the Park District shall not be responsible for any death or personal injury to Vendor's employees, representatives, or agents. Vendor shall be responsible for insuring its property and equipment and providing liability insurance for its employees, representatives, or agents. By executing this Agreement, Vendor warrants that it currently has general liability and property damage insurance that covers its equipment, merchandise, employees, representatives and agents.
8. Prior to the commencement of the Event, a certificate of insurance shall be provided to Sycamore Park District showing current insurance in force; and all such policies shall not be cancelled or the coverage reduced prior to the date of the Event without prior written notice to Sycamore Park District. Sycamore Park District shall be additional Insureds.
9. Vendor expressly understands and agrees that any insurance protection required herein, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Sycamore Park District herein provided. In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.
10. Vendor shall comply with the instructions, rules, and regulations provided by Sycamore Park District pertaining to Event. Failure to do so is grounds for immediate termination of participation, without refund.

This Agreement is to be governed by Illinois Law, and any disputes arising out of or relating to this Agreement shall be handled by the parties involved.

Signature \_\_\_\_\_ Date \_\_\_\_\_