

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN
AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2008 DOWNTOWN DOWNERS GROVE MARKET**

BE IT RESOLVED by the Village Council of the Village of Downers Grove as follows:

1. That the form and substance of a proposed Agreement (the "Agreement") between the Village of Downers Grove (the "Village") and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"), providing for the joint sponsorship of the 2008 Downtown Downers Grove Market, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with recommendation of the Village Manager, is hereby approved.
2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement substantially in the form approved in the foregoing paragraph of this resolution.
3. That proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with this resolution or with any provision of the Agreement are hereby repealed.
5. That this resolution shall be in full force and effect from and after its passage in the manner provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2008 DOWNTOWN DOWNERS GROVE MARKET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, between the Village of Downers Grove (the "Village"), a municipal corporation and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"),

WITNESSETH

In consideration of the foregoing recital and of the covenants and conditions contained herein, the parties hereby agree as follows:

1. RIGHTS AND OBLIGATIONS OF THE YMCA

a. The YMCA shall co-sponsor, organize, and conduct the 2008 Downtown Downers Grove Market beginning Saturday, June 14 and running for nineteen (19) consecutive Saturdays including Saturday, October 18. This agreement in no way guarantees the YMCA joint participation in the Downtown Downers Grove Market for future years.

b. The YMCA shall comply with the Village's "Rules of the Downers Grove 2008 Downtown Downers Grove Market" attached to and made a part of this agreement. Any changes to the rules must be approved by both parties.

c. At least one representative of the YMCA shall be in attendance during the Downtown Downers Grove Market activities.

d. The YMCA shall implement the "Rules of the Downers Grove 2008 Downtown Downers Grove Market" including the processing of applications from market vendors and collection of the appropriate space reservation fee. A copy of these Rules is attached hereto as Exhibit A and made a part hereof. The YMCA shall retain all space reservation fees collected.

e. The YMCA shall be responsible for picking up debris and otherwise cleaning the Downtown Downers Grove Market area after each day of activity.

f. The YMCA shall purchase an occurrence based liability insurance policy with limits of not less than \$2,000,000.00 per occurrence naming the Village, its officers, agents, and employees as additional insured to cover any personal injury or property damage claim, suit,

action, or liability whatsoever arising out of the Downtown Downers Grove Market. Thirty (30) days prior to the first scheduled day of the Market, the YMCA shall provide the Village with proof of insurance as set forth above, which shall remain in full force for the term of this agreement and may not be canceled except upon thirty (30) days written notice to the Village.

g. The YMCA shall keep the Village informed of any problems, accidents, or other critical information concerning the activities of the Downtown Downers Grove Market.

h. In November 2008, the YMCA shall submit to the Village a Market Annual Report including a statement of all revenues and expenditures associated with the 2008 Downers Grove Market.

i. The YMCA shall allow the Village the opportunity to hold a monthly Coffee with the Council Meeting on-site at the Downtown Downers Grove Market.

j. The YMCA may provide, at its option, music during the Downtown Downers Grove Market. No charge shall be assessed by the YMCA for this music.

k. The YMCA may sell or cause to be sold the following items: coffee, canned soda, individually packaged juices, baked goods, , flowers subject to review and approval by the YMCA and all applicable requirements of the DuPage County Health Department.

l. The YMCA will be responsible for all costs associated with the upkeep and replacement of the six (6) Downtown Downers Grove Market directional signs which the Village places and removes from the public rights-of-way.

m. The YMCA shall furnish to the Village copies of all Downtown Downers Grove Market Applications, (see Exhibit B), and require vendors to provide an Illinois Tax Identification Number on said application. The Village reserves the right to prohibit a vendor from participation upon failure to provide tax identification information or for failure to remit sales tax.

2. RIGHTS AND OBLIGATIONS OF THE VILLAGE

a. The Village shall co-sponsor the 2008 Downtown Downers Grove Market beginning Saturday, June 14, and running for nineteen (19) consecutive Saturdays including Saturday, October 18.

- b. The Village shall place and remove the Downtown Downers Grove Market directional signs on the public rights-of-way in the Village.
- c. The Village shall make available Parking Lot B on the days the Downtown Downers Grove Market is scheduled, subject to construction conditions with the exception of Saturday, June 28, 2008 when the Downtown Downers Grove Market will be relocated to the Indian Boundary YMCA east parking lot.
- d. The Village shall place a temporary Downtown Downers Grove Market sign and a “No Dogs Allowed” sign at each of three entrances to Parking Lot B each week, prior to the start of the event and remove these signs its conclusion each week.
- e. The Village shall post a sign at the entrance of parking lot B stating no parking 2:00 am – 2:00 pm on Saturdays.
- f. The Village shall make available a 100 foot extension cord each week.
- g. By 7:00 am, the Village shall bring to the parking lot a 100 ft. extension cord, and tables and chairs and then return them at their convenience between 1:00 and 1:30 pm.
- h. By 7:00 a.m. the Village shall have available the power cables and electrical distribution panels required for the adequate provision of electricity to vendor booths.
- i. The Village reserves the right to restrict or prohibit any behavior that the Village deems to be objectionable, in conflict with the nature of the Downtown Downers Grove Market, or threatens the public health, safety, or welfare. Nothing herein shall require the Village to take any action or create any liability for failure to act.

3. INDEMNIFICATION

To the fullest extent permitted by law, the YMCA shall indemnify the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the YMCA, its employees, or its agents. The YMCA shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any final and unappealable judgment

shall be rendered against the Village in any such action, the YMCA shall, at its own expense, satisfy and discharge the same.

4. ASSIGNMENT OF RIGHTS

The YMCA's interests, rights, obligations and responsibilities under this contract may not be transferred or assigned without the prior written consent of the Village.

5. CANCELLATION OR SUSPENSION OF THE FARMERS' MARKET

This agreement may be canceled by the YMCA or the Village by providing thirty (30) day written notice to the other party.

The Downtown Downers Grove Market may be canceled or suspended by the Village without notice in the event of threat to the public health, safety, or welfare, as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The Village shall not be liable to the YMCA for any losses incurred by such a cancellation or suspension.

6. GOVERNED BY ILLINOIS LAW

Illinois law shall govern the performance and interpretation of this agreement.

7. ILLEGAL OR UNENFORCEABLE PROVISION OF THE CONTRACT

In the event that any provision, term or part of this contract shall be determined by any court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this contract shall remain valid and enforceable between the parties in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date first written above.

**INDIAN BOUNDARY YMCA OF THE YMCA
OF METROPOLITAN CHICAGO**

BY: _____
(Title)

ATTEST:

(Corporate Secretary)

VILLAGE OF DOWNERS GROVE

BY: _____
Mayor

ATTEST:

Village Clerk

**EXHIBIT A
RULES OF DOWNERS GROVE
2008 DOWNTOWN DOWNERS GROVE MARKET**

1. WHO MAY SELL

Any person may participate in the Downtown Downers Grove Market. (Such persons shall be referred to hereafter as "Vendor") provided that person or entity is selling an item allowed in Section 2, below, and further that the person or entity abides by these Rules.

WHAT MAY BE SOLD

The Indian Boundary YMCA welcomes applicants from all businesses that provide wholesome unused products that primarily are sold directly to market. Origin of produce must be clearly displayed during all market hours. Vendors who are unable to demonstrate or directly sell their product at market should not apply. Applicants will be screened and selected based on product appropriateness, market density and past participation. Applicants must submit all requested information/documentation and payments to be considered for eligibility

All food vendors must have proper certifications from the *DuPage County Department of Health*. Please contact Ann Williams at (630)221-6114 for any/all necessary applications and information.

All out of state vendors bringing in fruits, vegetables or plants of any kind must also contact *The Illinois Department of Agriculture* at (815)787-5476

2. WHAT CANNOT BE SOLD

The market is not to be used as a business expo, downline recruiting event, home party lead generator. A Please note that the Downtown Downers Grove Market Committee will determine if a particular item is, or is not, appropriate for sale at the market. The criteria for this judgment will be the degree to which the item(s) complements the existing array of products.

3. WHEN

The market will be held every Saturday from June 14, 2008 until October 18, 2008 . The hours will be from 7:00 a.m. until 1:00 p.m. Vendors must be in place and no vehicular traffic will be allowed in or out during the selling hours, for safety consideration. Vendors are required to be out of the Village Lots by 3:00 p.m. each Saturday.

4. WHERE

The market will be held in Parking Lot B, located on the north side of Burlington Avenue, just east of the Main Street Railroad Station, with the exception of Saturday, June 28, 2008 , when the market will be held in the Indian Boundary YMCA's east parking lot. Public restrooms will be available at the Main Street Train Station Building. (and at the YMCA on June 28, 2008).

5. HOW SPACE IS RESERVED

Application Instructions

1. Read the entire application, you will be required to sign the application indicating you agree, understand and are responsible for the content in the application.
2. Fill out application completely
3. Sign and date Application
4. Make a copy of the application and keep for your records
5. All food vendors must have proper certifications from the *DuPage County Department of Health*. Please contact Ann Williams at (630)221-6114 for any/all necessary applications and information.
6. All out of state vendors bringing in fruits, vegetables or plants of any kind must also contact *The Illinois Department of Agriculture* at (815)787-5476

All applicants will receive written as well as verbal acknowledgement of receipt of the application and eligibility status. Vendors that are deemed eligible for participation will receive written confirmation of being accepted and all dates for the market. Competition is encouraged and controlled at the discretion of The Downtown Downers Grove Market Committee. Site-specific directions, amenities and instructions will be provided to vendors with all letters of acceptance. Please contact Sean Nelson at (630)929-2408 if you have any questions or concerns. If you do not receive a reply on your application within 3 weeks of mailing please call Sean Nelson at (630)929-2408.

Market Information

Saturdays, 7:00 a.m. until 1:00 p.m. June 14 through October 18*
Downers Grove train station parking lot (South Lot) off Burlington Avenue.
Applications must be mailed to;
Sean Nelson – Farmer’s Market
711 59th Street
Downers Grove, IL. 60516
Snelson@ymcachgo.org

Booth Information: A single booth or space is 10 feet wide by 10 feet deep. The boundary of the booth will be defined by the tent poles of the adjacent booth or by measured spaces provided by Market Committee. Vendors must keep all goods within the boundaries of such vendor’s booth or designated spaces. No goods or tables will be allowed to extend beyond the boundaries provided and agreed upon. On certain occasions and with pre-approval from the Market Committee a vendor will be allowed to extend and display goods in front of their designated spaces. (Vegetable vendors).

Time Commitment

Space is available on a part time (individual dates/vendor missing more than 2 dates during a season) or full-time basis for the Market.

Confirmation of Reservation:

Eligible vendors will receive a confirmation notice that will include dates vendor has been booked and locations specific information. We will also provide directions for those who need it, parking information, any specific restrictions/rules and Site Supervisory information. A receipt acknowledging payment will also be issued. Please retain all receipts as this is your only proof of payment. The receipt is not proof of participation.

Cancellation Policy

There are no refunds for cancelled or missed dates. Vendors unable to attend a reserved Market day must notify Sean Nelson prior to the opening of the event. Vendors who do not notify Sean Nelson at the Indian Boundary YMCA of a cancellation prior to the Market opening will be fined \$25.00. Exceptions may be made in the event of documented emergencies.

Vendor Definitions

All vendors are solely responsible for all payments for confirmed dates for vendor's business as well as for the conduct of all persons working in such vendor's booth(s) and will be accepted based on criteria set forth in this document and at the sole discretion of the Downers Grove Market Committee. A vendor may not share or sublet their booth(s).

Part Time Vendor: A vendor that commits to individual dates on a week to week basis or that will miss more than two weeks during the season. Part time vendors may be assigned to a different booth location each date that such a vendor attends the market. Part time vendors must remit payment for all dates they would like to be considered for with the application. Please contact Sean Nelson should you wish to be considered for payment schedule. Reservations for Part time vendors will not be made without prior payment.

Full Time Vendor: A vendor that commits to attending the entire season of any given market. Full time vendors are booked and must pay for every date during the season, whether or not they attend the market. Vendors applying for full time status must remit a payment equal to the first four weeks at the market with the application (Special arrangements may be made with Sean Nelson). A detailed payment schedule will be mailed after eligibility is established. Full time vendors will now be required to mail in their payments.

Vendor Rate Information:

Cost is \$15.00 per space, approximately (10'x10'). Vendors using more than one space will be charged the same rate times the number of spaces used. Partial spaces will be assessed full space rate. All vendors must now submit payment in advance of the market.

Additional Charges/Fees;

Produce vendors not labeling origin of produce	\$50.00
No Show/No Cancellation prior to market opening	Loss of rental fee + \$25.00 fee*
Returned check (NSF)	\$30.00
Garbage left at Market	\$20.00
Cancel to full time market contract	\$100.00*

* *Exceptions will be made for documented emergency.*

Vendor Restrictions:

The Downtown Downers Grove Market Committee reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at the Market at its sole discretion, and such decision will shall not be contested by the vendor. Vendors must be ready to sell at the opening time of the market and must maintain a presence in their booth until the ending time of the market. Vendors will be banned from the market after the third event of arriving late or leaving early and will forfeit any payments made for the market. There is no discount for any one vendor renting additional spaces. There is ample parking near and around the Market. ***However, all vendors must park their personal vehicles not being used inside the selling area on the top floor of the parking garage located across the street from the Market.*** Parking is free to all market vendors.

A market space consists of one (1) automobile parking space (10' x 10'). Market space will be rented on a daily fee basis only and vendors may rent a minimum of one (1) space and a maximum of five (5) spaces. The daily fee is \$15.00 per market space.

6. HOW MERCHANDISE MAY BE DISPLAYED

Products may be sold from the vehicles in which they are transported, or from tables or stands supplied by the seller. Any protection from the weather must also be supplied by the seller. In the case of severely inclement weather, protection is available at the adjacent railroad station.

The Illinois State Sales Tax Number must be displayed prominently in any market stall from which goods are being sold. Application for a State of Illinois Sales Tax Number may be obtained by contacting the Illinois Department of Revenue at 1 800-732-8866.

7. CLEANLINESS

Delivery trucks and any other equipment used for transportation or display shall be kept clean at all times. No unwholesome or spoiled articles may be offered for sale. Prior to leaving the market, sellers must remove all waste and refuse from their market space.

8. HOW GOODS MAY BE SOLD

Products sold by weight must comply with the standards for weights and measures of the State of Illinois. All scales must be supplied by the sellers and display a current State of Illinois inspection sticker.

Arrangements for inspections of scales can be made by contacting:

Illinois Department of Agriculture
Weights and Measures Section
P.O. Box 19281
Springfield, IL 62794-9281
Telephone 1-800-582-0468

To avoid this complication, it is suggested that goods be sold by the bunch or dozen, or some unit other than weight. Any products which are packaged and or labeled must meet state standards for packaging and labeling.

9. ENFORCEMENT OF RULES

All decisions regarding eligibility of a vendor for participation will be made solely at the discretion of the Indian Boundary YMCA. All applicants will receive a written response stating such applicant's eligibility or ineligibility to participate in the Market and when appropriate, a confirmation for the market dates that the applicant has been booked.

Eligible vendors are responsible for all payments and confirmed dates as well as for the conduct of all persons working in such vendor's booth(s) and may not share or sublet such vendor's booth(s).

Any seller who is found to be in violation of the rules shall be notified of this violation in writing. If a second violation takes place, the seller shall be excluded from the market for the remainder of the year. A seller who has been penalized may appeal the decision to the Executive Director of the Indian Boundary YMCA.