

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 16, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
2010 Downtown Downers Grove Market	✓ Resolution Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A resolution has been prepared authorizing the Village to enter into an agreement with the YMCA to hold the Downtown Downers Grove Market on Saturday mornings from 7:00 a.m. to 12:30 p.m. between May 8 and October 16, 2010.

STRATEGIC PLAN ALIGNMENT

The Mission Statement within the Strategic Plan states *We Engage Our Citizens and Partner With Others to Make Downers Grove A Great Community in which to live and do business.*

FISCAL IMPACT

There would be no fiscal impact to the Village as the YMCA would reimburse the Village for all labor and material expenses, pursuant to the terms and conditions of the agreement.

UPDATE & RECOMMENDATION

This item was discussed at the February 9, 2010 meeting. During that discussion, members of the Village Council requested that staff provide a breakdown of labor and expenses which the Village provides to the YMCA for the event. Of the \$6,926 in estimated cost for the Market, \$6,734 is represented by labor costs. This includes two Public Works Maintenance Worker I employees at an overtime rate for two hours in the morning and two hours in the afternoon. The morning work activities include transit from the Public Works facility, loading of supplies from the parking garage, and setting up electrical equipment, barricades, garbage cans and directional signage. In the afternoon, activities include clean-up of supplies and equipment, garbage collection and disposal. Two people are necessary to ensure employee safety due to the lifting of heavy equipment, such as barricades.

Staff met with Barbara Taylor from the YMCA on Wednesday, February 10 to identify options that would reduce the cost to the event organizers. Ideas that are being explored include:

- Pairing a volunteer with one Village staff person to reduce Village staffing requirements
- Shifting responsibility such as garbage can and directional sign placement to volunteers
- Loading the vehicle on Friday night by Public Works employees on a non-overtime basis

These ideas and other will continue to be explored to reduce costs to the event organizers. Only those costs actually incurred will be billed by the Village at the end of the event.

Staff recommends approval on the February 16, 2010 active agenda.

BACKGROUND

Since 1991 the Village and the Indian Boundary YMCA (YMCA) have participated in an agreement which allows the YMCA to conduct a Farmers' Market on Village owned property. Last year the YMCA expanded this event by including more vendors and offering a greater variety of items, in addition to the

traditional agricultural based products of passed Farmers' Markets. Free cart service and a staffed "parcel pick up" area were also added.

The 2010 event will be the same size and scope as the 2009 Market. The following changes are proposed for 2010:

- For 2010, the dates for the Downtown Market will be extended five weeks and will be conducted from May 8 to October 16.
- Several changes were made to the agreement reflecting the uncertain nature of the traditional summer events (Heritage Festival and the Bike Race). The changes permit the Market to be held in Lot B should it be available during a summer festival.

The changes made in 2009 led to a more successful event. Total net revenues were increased from \$14,785.94 in 2008 to \$22,734.26 in 2009 for the YMCA.

The proposed Market layout will not change from last year's event. The 2010 Market will be conducted in Parking Lot B and in front of the depot at the Main Street Train Station. Vendor parking will made available at Village Hall.

Under the agreement, the Village is responsible for bringing tables, chairs, a performer's tent and an extension cord to the location by 7:00 a.m., as well as returning these items by 1:00 p.m. The Village will be responsible to placing and removing directional, "No Parking" and "No Dogs Allowed" signage on the rights-of-way. The cost of these activities is approximately \$6,926. The 2010 cost estimate represents a slight decrease from 2009's cost of \$7,035 despite an increased schedule. The decrease reflects additional set-up and clean-up work performed by Downtown Market volunteers instead of Village staff. The YMCA is responsible for the clean-up of the Market area after each day of activity and for paying the Village for all services and materials provided by the Village. These as well as other requirements are listed within the attached agreement.

ATTACHMENTS

Cost Breakdown

Council Action Summary

Agreement

Downtown Downers Grove Market Rules 2010

Downtown Downers Grove Market Layout Map

2009 Downtown Downers Grove Report

2009 Downtown Downers Grove Market Recap

**VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY**

INITIATED: Applicant **DATE:** February 16, 2010
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO JOINTLY CONDUCT THE 2010 DOWNTOWN DOWNERS GROVE MARKET", as presented.

SUMMARY OF ITEM:

Adoption of the attached resolution shall authorize an agreement between the Village and the Indian Boundary YMCA to jointly conduct the 2010 Downtown Downers Grove Market.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN
AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2010 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 2010 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 2010 DOWNTOWN DOWNERS GROVE MARKET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, 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 2010 Downtown Downers Grove Market beginning Saturday, May 8 and running for twenty-four (24) consecutive Saturdays including Saturday, October 16. 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 2010 Downtown Downers Grove Market" attached to and made a part of this agreement as Exhibit A. 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 2010 Downtown Downers Grove Market" (Exhibit A) including the processing of applications from market vendors and collection of the appropriate space reservation fee. 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 and shall name the Village as an additional insured. 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 2010, the YMCA shall submit to the Village a Market Annual Report including a statement of all revenues and expenditures associated with the 2010 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 and 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 2010 Downtown Downers Grove Market beginning Saturday, May 8, and running for twenty-four (24) consecutive Saturdays including Saturday, October 16.
- 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, however such location may not be available during certain special events.
- d. The Village shall place a temporary Downtown Downers Grove Market sign and a “No Dogs Allowed” sign at each of the 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, however such equipment may not be available during certain special events. The Village shall notify the YMCA if another conflicting event is scheduled.
- g. By 7:00 am, the Village shall bring to the parking lot tables and chairs and then return them at their convenience between 12:30 and 1:00 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, however such equipment may not be available during certain special events.
- 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.

j. The YMCA shall pay for all personnel, services, supplies and equipment costs incurred by the Village not to exceed \$6,926.40. The Village shall invoice the YMCA for these costs within thirty (30) days of the conclusion of the final 2010 Farmer's Market. The Village will work cooperatively with the YMCA to identify and implement cost savings measures related to Village expenses.

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

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EXHIBIT A
RULES OF DOWNERS GROVE
2010 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.

2. 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

3. WHAT CANNOT BE SOLD

The market is not to be used as a business expo, downline recruiting event, home party lead generator. 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.

4. WHEN

The market will be held every Saturday from May 8, 2010 until October 16, 2010. The hours will be from 7:00 a.m. until 12:30 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.

5. 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. Public restrooms will be available at the Main Street Train Station Building.

6. HOW SPACE IS RESERVED

Application Instructions

- 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.
- Fill out application completely
- Sign and date application
- Make a copy of the application and keep for your records
- 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
- E-Mail completed application by March 1, 2010 to mcullen@dreaminteriors.com

All applicants will receive an email acknowledgement of receipt of the application and eligibility status. Vendors that are deemed eligible for participation will receive written confirmation and a contract will be sent to you. Competition is encouraged and controlled at the discretion of The Downtown Downers Grove Market Committee. Please email Marta Cullen at mcullen@dreaminteriors.com if you have any questions or concerns. If you do not receive a reply on your application within two weeks of mailing please call the YMCA at (630)929-2408.

Proof of insurance must be submitted with the final vendor agreement – Vendor agrees throughout the Term to procure and maintain, at its expense, in companies reasonably acceptable to the YMCA, the following types of insurance (or such other amounts or types of policies as the UMCA shall reasonably require from time to time) naming the YMCA and the Village of Downers Grove as an additional insured.

7. MARKET INFORMATION

Dates: Saturdays 7:00 a.m. until 12:30 p.m. May 8, 2010 through October 16.

Location: Downers Grove train station parking lot (South Lot) off Burlington Avenue.

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). Vendors must furnish signage for their booths, listing at a minimum the Vendor's name (business), town and contact information.

Time Commitment: Space is available on a full time (19-24 weeks) or part time (individual dates/vendor missing more than 6 dates during a season) basis. Full time vendors will be given prime booth spaces, consistent spaces from week to week and incentive pricing. We will do our

best to provide regular part time vendors with consistent spaces. Irregular vendors will be allowed space as space is available.

Cancellation Policy: Vendors are responsible for payment for all days Vendor commits to. This includes rain dates and no-show dates. Any changes in schedules must be received via email (mcullen@dreaminteriors.com) by 5:00 p.m. Wednesday of the Saturday market. The YMCA does not offer refunds for cancelled or missed dates. Exceptions may be made in the event of documented emergencies

Vendor Eligibility. 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. The market is not to be used as a business expo, downline recruiting event, home party lead generator. Applicants will be screened and selected based on product appropriateness, market density and past participation. Selected applicants must submit all requested information/documentation and payments to be considered for eligibility. All decisions regarding eligibility of a vendor for participation will be made solely at the discretion of the market committee and are not contestable by the vendor. All applicants will receive an email response stating such applicant's eligibility or ineligibility to participate in the Downtown Market and when appropriate, a confirmation for the market dates that the applicant has requested. 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).

Full Time Vendor: A vendor that commits to attending the entire season (at least 19 of the 24 dates—paid in full). Full time vendors are required to pay either in full or in three installments and are eligible for incentive pricing (\$20.00 per booth space). Pending anything unforeseen, full time vendors will be designated the same spaces each week.

Part Time Vendor: A vendor that commits to 18 or fewer weeks is considered part time. Although we will do our best to provide consistency in booth location, the location may change from week to week. Part time vendors pay \$23.00 per booth, per week if paid in full or \$25.00 per booth at the gate. An installment option is also provided.

Vendor Restrictions: The Downtown Market Committee reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at its sole discretion, and such decision shall not be contested by the vendor. Vendors must be ready to sell at the opening time (7:00 a.m.) of the market and must maintain a presence in their booth until the ending time of the market (12:30 p.m.). 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 ample parking north of the railroad tracks. Parking is free for market vendors.

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.

8. 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.

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). A vendor who feels penalized may appeal the decision to the Executive Director of the Indian Boundary YMCA.

Next Steps: Once the application has been submitted, vendors will be notified regarding eligibility. At that time the YMCA will send a contract. A signed contract, confirmation of dates, proof of insurance, and any Department of Public Health licenses must be submitted at that time.

Downtown Downers Grove Market and Vendor Application 2010

Owners Name: _____

Business Name: _____

Street Address: _____

City: _____ State: _____

Zip Code: _____

*Daytime Phone: _____ Work: _____

Cell Phone: _____ Fax: _____

*E-mail: _____

*Must be completed

Sales Tax Identification (Provide one of the following)

_____ State Tax ID

_____ Fed Tax ID

_____ Social Security Number **or** letter from the State of Illinois confirming this business is exempt from sales tax.

Full description of the product(s) you will be selling.

Space: Each booth is 10 x 10. How many booths would you like to contract for? _____

On-site vehicle parking is limited to just a few vendors, primarily those who need refrigeration, or the fruits and vegetable vendors with significant product. If you feel you qualify, please share your requirements here.

Vehicle; Van _____ Truck _____ Size (by feet) _____

Request for Electricity _____ **yes** _____ **no** *You will likely need your own extension cords.* Electricity is needed for the following equipment

Anticipated Dates---For planning purposes, please share with us your best guess for when you will sell at the market. This agreement does not lock you in. When you sign the final contract, you will commit to dates.

- _____ Saturday, May 8
- _____ Saturday, May 15
- _____ Saturday, May 22
- _____ Saturday, May 29
- _____ Saturday, June 5
- _____ Saturday, June 12
- _____ Saturday, June 19
- _____ Saturday, June 26
- _____ Saturday, July 3
- _____ Saturday, July 10
- _____ Saturday, July 17
- _____ Saturday, July 24
- _____ Saturday, July 31
- _____ Saturday, August 7
- _____ Saturday, August 14
- _____ Saturday, August 21
- _____ Saturday, August 28
- _____ Saturday, September 4
- _____ Saturday, September 11
- _____ Saturday, September 18
- _____ Saturday, September 25
- _____ Saturday, October 2
- _____ Saturday, October 9
- _____ Saturday, October 16

Vendor Signature _____ Date _____

Downtown Downers Grove Market

Thank you for your interest in our Downtown Downers Grove Market. The Indian Boundary YMCA has been conducting the Market with the Village of Downers Grove for more than 15 years. We have seen significant growth and activity over the past few years.

The Market does have access to electricity. However, there is no access to water. Public toilets are available in the train station. Vendors must provide their own tents and display tables.

What's New?

The Market committee has been busy planning the 2010 season. This is a list of what's new this year.

1. We hope to expand onto the pedestrian walk up area on the South side of the station entrance. Any potential vendors you can refer is appreciated. Dry pasta? Mushrooms? Others?
2. With the Village's Heritage Fest cancelled this year, we will remain at our site for the entire season.
3. The Village has assessed a fee for their set up and take down service. To defray these costs, we are forced to modestly increase our rates by \$_ per booth space.
4. The sale of downtown condos continues. The Lemon Tree grocery store will soon be open. These additions should increase Market attendance!
5. We are recruiting an intern to assist with newsletters, e-mails, etc...let us know if you have an eligible candidate.

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. We will require proof of completed forms and payments made before set up is allowed.
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.
7. E-Mail completed application by March 1, 2010 to

All applicants will receive an email acknowledgement of receipt of the application and eligibility status. Vendors that are deemed eligible for participation will receive written confirmation and a contract will be sent to you. Competition is encouraged and controlled at the discretion of The Downtown Downers Grove Market Committee. Please email ??? at ???? if you have any questions or concerns. If you do not receive a reply on your application within two weeks of mailing please call the YMCA at (630)929-2408.

Proof of insurance must be submitted with the final vendor agreement--Vendor agrees throughout the Term to procure and maintain, at its expense, in companies reasonably acceptable to YMCA, the following types of insurance (or such other amounts or types of policies as YMCA shall reasonably require from time to time) naming YMCA as an additional insured: (i) public liability insurance with \$1,000,000/\$2,000,000 limits of liability, and umbrella liability with a limit of not

less than \$2,000,000; and (ii) workers' compensation insurance at statutory amounts but in no event less than \$1,000,000 per accident or disease. Vendor shall furnish to YMCA certificates evidencing such coverage, which certificates shall state that such insurance may not be materially reduced or materially changed without thirty (30) days prior written notice to Vendor and YMCA

Market Information

Dates: Saturdays 7:00 a.m. until 12:30 p.m. May 8 through October 16.

Location: Downers Grove train station parking lot (South Lot) off Burlington Avenue.

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). Vendors must furnish signage for their booths, listing at a minimum the Vendor's name (business), town and contact information

Time Commitment: Space is available on a full time (19-24 weeks) or part time (individual dates/vendor missing more than 6 dates during a season) basis, Full time vendors will be given prime booth spaces, consistence spaces from week to week and incentive pricing. We will do our best to provide regular part time vendors with consistent spaces. Irregular vendors will be allowed space as space is available.

Cancellation Policy: Vendors are responsible for payment for all days Vendor commits to. This includes rain dates and no-show dates. Any changes in schedules must be received via email (mcullen@dreaminteriors.com) by 5:00 p.m. Wednesday of the Saturday market. The YMCA does not offer refunds for cancelled or missed dates. Exceptions may be made in the event of documented emergencies

Vendor Eligibility. 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. The market is not to be used as a business expo, downline recruiting event, home party lead generator. Applicants will be screened and selected based on product appropriateness, market density and past participation. Selected applicants must submit all requested information/documentation and payments to be considered for eligibility. All decisions regarding eligibility of a vendor for participation will be made solely at the discretion of the market committee and are not contestable by the vendor. All applicants will receive an email response stating such applicant's eligibility or ineligibility to participate in the Downtown Market and when appropriate, a confirmation for the market dates that the applicant has requested. 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).

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and are eligible for incentive pricing (\$20.00 per booth space). Pending anything unforeseen, full time vendors will be designated the same spaces each week.

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Vendor Restrictions: The Downtown Market Committee reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at its sole discretion, and such decision shall not be contested by the vendor. Vendors must be ready to sell at the opening time (7:00 a.m.) of the market and must maintain a presence in their booth until the ending time of the market (12:30 p.m.). 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 ample parking north of the railroad tracks. Parking is free for market vendors.

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.

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.

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). A vendor who feels penalized may appeal the decision to the Executive Director of the Indian Boundary YMCA.

Next Steps: Once the application has been submitted, vendors will be notified regarding eligibility. At that time the YMCA will send a contract. A signed contract, confirmation of dates, **proof of insurance**, and any Department of Public Health licenses must be submitted at that time.

Indian Boundary YMCA
Downers Grove Downtown Market
MARKET VENDOR AGREEMENT

THIS DOWNTOWN MARKET VENDOR AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2010, by and between _____, a [_____ corporation/individual residing in _____] (“Vendor”), and the Indian Boundary YMCA, an operating center of the YMCA of Metropolitan Chicago, a not-for-profit association constituted pursuant to special acts of the Illinois legislature (“YMCA”).

WITNESSETH:

WHEREAS, Vendor is in the business of selling wholesome unused products directly to market and has applied to the YMCA to participate in the Downtown Downer’s Grove Market (“Downtown Market”) by submitting an Application (the “Application”); and

WHEREAS, YMCA is organizing the Downtown Market and is willing to provide space to Vendor, and Vendor desires to participate in the Downtown Market, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Duties of Vendor. During the Term, Vendor shall:

(a) Sell wholesome unused products at the booth operated by Vendor (“Booth”) at/in the Downtown Market location determined by the YMCA, which location may be changed in the YMCA’s sole discretion. Vendor agrees to comply with all terms and conditions contained in the Application, which is incorporated herein by this reference;

(b) Open and operate the Booth on the days indicated in the Application for the duration of the Downtown Market for each such day indicated; Set up time is between 5:00 and 6:45 a.m. **Vendors with trailers/truck parking must have their vehicle in position by 6:15 a.m.. All other vendors must have their vehicles out of the lot by 6:45 a.m.** No vehicles are allowed after 6:45. Vendors may not take down booths before closing, 12:30 p.m.

(c) Provide all staff necessary for the efficient operation of the Booth. While at the Downtown Market, Vendor’s personnel shall comply with all policies and procedures and other requirements set forth in the Application;

(d) Not operate or allow the Booth to be operated in a way that violates any law, statute, regulation, rule, ordinance or order (including, but not limited to, environmental, health and safety laws and regulations and the Americans with Disabilities Act);

(e) Obtain and pay for any licenses and/or permits required to perform the services and for the payment of all taxes, fees and other costs associated with the operation of the Booth. Vendor’s services and products shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations. Vendor shall provide YMCA prior to the Term a current, valid food certification from the DuPage County Department of Health and any other business license or food service certification, necessary or desirable to participate in the Downtown Market; and

(f) Keep the Booth and the equipment, including the tables, chairs and floor in a clean and sanitary condition in accordance with guidelines of state and local health departments and general cleanliness standards. Vendor shall dispose of all garbage and remove the Booth and all contents at the end of each Downtown Market. Vendor shall provide its own cleaning supplies for the purposes hereof.

(g). Park your vehicle in an off-site parking lot. Parking near the market is reserved for patrons/customers.

(h). Vendors are responsible for payment for all days Vendor commits to. This includes rain dates and no-show dates. **Any changes in schedules must be received via email by 5:00 p.m. Wednesday of the Saturday market.**

(i). Your booth space is approximately 10 X 10. You are required **to erect a tent and to provide professionally done signage for your booth.** We recommend you list business name and phone, email or website address.

(j). Only products agreed upon in your contract/agreement may be sold. For example, fruit vendors should sell only fruit. Cross selling is unfair to other vendors. Any exceptions need prior approval from the market directors.

2. Duties of YMCA. During the Term, YMCA shall:

(a) Furnish to Vendor, without charge for the use thereof except as set forth in the Application, (i) space to place the Booth; and (ii) the electricity requested by Vendor in the Application; and

(b) Provide such coordination and other services as set forth in the Application.

3. Fees. Vendor shall promptly pay such fees and penalties as set forth in the Application.

4. Term. The term of this Agreement shall commence on May 8, 2010 and terminate on October 16, 2010 (the "Term"), unless terminated earlier as set forth below.

5. General Indemnity. To the maximum extent permitted under applicable law, Vendor agrees to protect, indemnify, defend (with counsel acceptable to YMCA) and hold harmless the YMCA from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the YMCA (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against the YMCA (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of the Vendor at, on or about the Downtown Market, (ii) any product or service sold or distributed at the Downtown Market; and/or (iii) any breach or violation of this Agreement on the part of Vendor. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

6. General Waiver and Release. Vendor has not relied and will not rely on, and YMCA is not liable for, any express or implied representations, guarantees, warranties (including, without limitation, any warranties of fitness for a particular use or purpose) of any kind made or furnished by the YMCA or any party purporting to act on behalf of any of the YMCA, to whomever made or given, directly or indirectly, orally or in writing, as to the condition or repair of Downtown Market space or compliance thereof with

any laws, and no agreements to make any alterations, repairs or improvements in or about the space have been made by or on behalf of YMCA. To the fullest extent permitted under applicable law, Vendor hereby waives any and all Claims against the YMCA, and fully and forever releases the YMCA, for any Losses suffered or incurred by Vendor in connection with the Downtown Market.

7. Insurance. Vendor agrees throughout the Term to procure and maintain, at its expense, in companies reasonably acceptable to YMCA, the following types of insurance (or such other amounts or types of policies as YMCA shall reasonably require from time to time) naming YMCA as an additional insured: (i) public liability insurance with \$1,000,000/\$2,000,000 limits of liability, and umbrella liability with a limit of not less than \$2,000,000; and (ii) workers' compensation insurance at statutory amounts but in no event less than \$1,000,000 per accident or disease. Vendor shall furnish to YMCA certificates evidencing such coverage, which certificates shall state that such insurance may not be materially reduced or materially changed without thirty (30) days prior written notice to Vendor and YMCA.

8. Termination. The Booth may be closed by the YMCA at any time or from time to time if in the reasonable opinion of the YMCA it is necessary for the health or safety of the public. The YMCA may allow Vendor to reopen the Booth if, in its sole discretion, Vendor has remedied the reason or reasons that the Booth was closed. If the deficiency is not remedied to the sole satisfaction of the YMCA in the time determined as appropriate by the YMCA, the YMCA may terminate this Agreement immediately by written notice to Vendor. With or without cause, either party may terminate this Agreement if it has given at least thirty (30) days prior written notice to the other of its intent to terminate. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of termination has been given. Vendor's obligations in this Agreement concerning taxes, indemnification, waiver and release, authority, and use of trade names shall survive termination or expiration of this Agreement.

9. Limitation of Liability. Neither party will be liable for incidental, special, or consequential damages, including for the loss of profits or other economic damages, even if advised of the possibility of such damages. This limitation will apply regardless of the form of action, whether in contract or not, including negligence.

10. Use of Name. Vendor acquires no rights under this Agreement to use, and shall not use, YMCA's name or any of YMCA's marks or logos (either alone or in conjunction with or as part of any other word or name): (a) in any advertising, publicity, or promotion except to identify the location of the Booth; (b) to express or imply any endorsement by YMCA of Vendor's services to third parties; or (c) in any other manner whatsoever, without the prior written approval of YMCA.

11. Relationship of the Parties. Vendor is participating in the Downtown Market only for the purposes and to the extent set forth in this Agreement and Vendor's relationship to the YMCA shall, during the Term, be that of an independent contractor. Accordingly, Vendor shall not withhold, from sums becoming payable to YMCA hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security). Taxes and employees of one party are not entitled to any of the benefits that the other party provides for its own employees. Vendor has no authority to enter into contracts or agreements on behalf of YMCA.

12. Force Majeure. Except to the obligation to make any payment hereunder, neither YMCA nor Vendor shall be held liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disturbance, sabotage, weather and energy related closing, governmental rules or regulations or similar causes beyond the reasonable control of such party.

13. Entire Agreement. The terms, provisions, covenants and conditions herein and in the Application contained constitute the entire agreement between YMCA and Vendor and may not be altered, modified or amended except by a subsequent writing signed by both parties.

16. Severability. In the event any term, provision, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, provision, covenant or condition herein contained.

17. Headings/Waiver. Any heading are solely for convenience and shall not be considered in the interpretation of this Agreement. A waiver of any failure or default under this Agreement shall neither be construed nor constitute a waiver of any subsequent failure or default.

18. Controlling Law. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Illinois.

19. No Third Party Beneficiaries. Vendor and YMCA agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this License nor any of the rights and privileges conferred herein.

20. No Assignment by Vendor. This Agreement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns; provided, however, Vendor acknowledges that this Agreement is personal to Vendor and that Vendor shall have no right to assign all or any portion of its right, title, interest or obligation in this Agreement or under this Agreement without the prior written consent of YMCA, which consent may be granted or withheld by YMCA in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

(Vendor Name)

YMCA OF METROPOLITAN CHICAGO
Indian Boundary YMCA

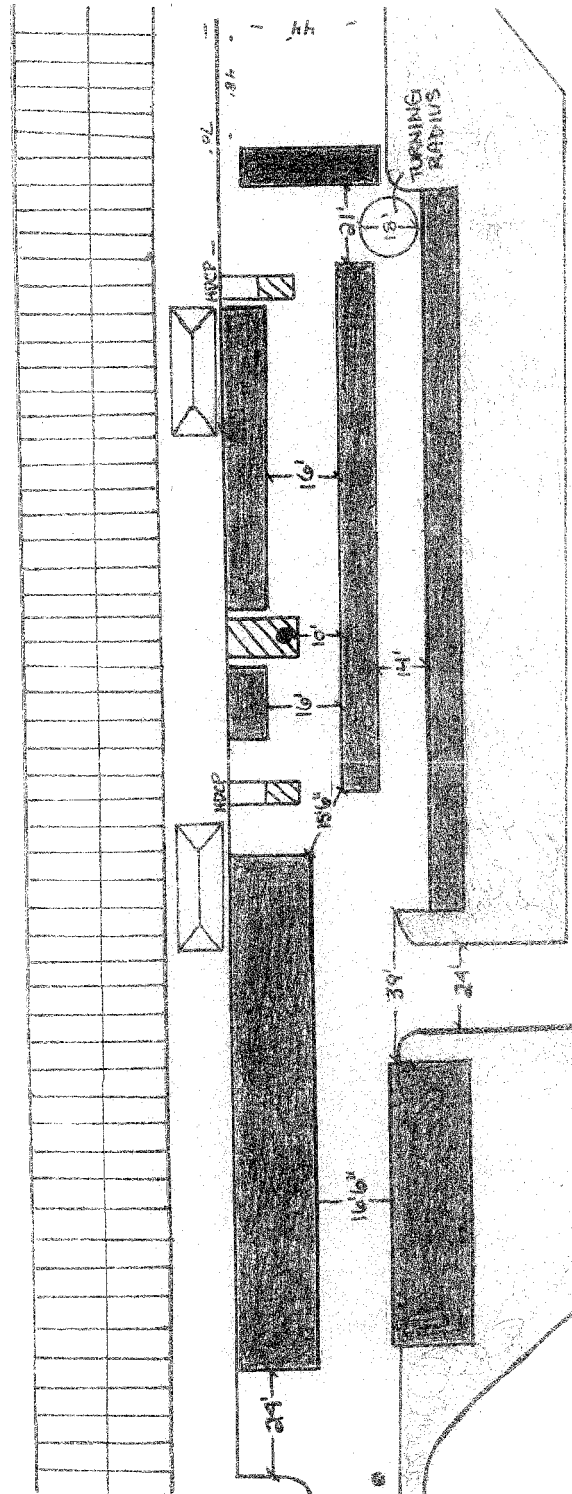
: _____
(Signature)

By: _____

Date: _____

Date: _____

WARREN AVE.



4-6 Booths
Planned
in &
around
train
Station

BIDDING MARKET -- NOT TO SCALE

BURLINGTON AVE.

Downtown Downers Grove YMCA Market Report
Submitted to the Indian Boundary YMCA Board of Directors
By Marta Cullen, Chuck Keenley and Barbara Taylor

The 2009 Downers Grove Downtown Market, run by the Indian Boundary YMCA, was a huge success in many ways. The volunteer team of Marta Cullen, Chuck Keenley, Jay Turner, Rob Surrusco, and Al Allphin with help from the YMCA executive director, Barb Taylor are pleased with the outcome as reflected here:

- 1) **Philosophy:** The market shift from a true farmers market to a downtown market allowed the team to continue to recruit new vendors, draw in new customers and create a larger presence in the downtown area.
- 2) **Vendors:** Over the summer, the Market had a number of regulars, some part time and a few periodic vendors. The total number of vendors in the summer 2009 was **62**. There were **79** booths available to vendors each Saturday and many vendors contracted for more than one booth. In addition to fruits, vegetables, flowers, specialty foods and baked goods, craft, jewelry, soap, and woodworking vendors were present.
- 3) **Satisfaction:** At the end of the season, vendors were invited to a thank you luncheon. More than 60 people showed up representing the majority of the vendors. The mood was festive and the comments overwhelmingly positive.
- 4) **Income, Expenses, Net Profit:** According to the IBY Business Manager's carefully calculated records, the income from booth rental and cart advertisement was **\$24,197**. Expenses in year two of the expansion were much less than in 08 and included carts, advertising plates, ask me Y buttons, some music, vendor lunches and miscellaneous supplies totaling **\$1,363**. The net profit for the 2009 Market was **\$22,834**. This year's market funds were used to **fund program enhancement, the Strong Kids Campaign and to cover some of the costs of a consultant who helped the board to strengthen their ability to raise major gifts**. The board has agreed that 2010 fund will be directed to the Strong Kids Fund for scholarship and for program enhancement to keep the cost of programs affordable to the community.
- 5) **Volunteer Time:** Between the business office, the YMCA executive director and the co-chairs, we estimate approximately four hours of time each week spent on planning and processing market tasks. Our co-chairs, executive director, YMCA staff, YMCA board and volunteers averaged 30 combined hours or volunteer time during set up, tear down and market hours each Saturday. At an average allotment of a modest \$20 per hour, per volunteer, over 24 weeks, this equates to a **\$16,320 value in volunteer time**.
- 6) **Public Relations:** The market received positive PR in several newspapers at the beginning of the season. **YMCA Awareness and Image:** Associating the Y with the Market and the Y having a prominent presence at the Market served us well. Staff talked to a number of members and potential members and handed out marketing materials and guest passes to encourage market patrons to visit the Y. The market organizers also sent a weekly email newsletter to vendors.
- 7) **Reenergizing Downtown:** The Market continues to attract people to downtown Downers Grove and contributed to the "buzz" and "activity" in the downtown area each Saturday. The Market received favorable feedback from downtown merchants, downtown governmental officials and community residents.
- 8) **Changes:** The planning has already begun for 2010. The leadership teams hopes to open the Market again in mid May, expand booth spaces, create a new pricing structure, explore new ways to entertain patrons with music, create a website, and so on.

Downtown Downers Grove Market
Operating Statement
1-8-09

VENDOR NAME	<u>TOTALS</u>
Annabelle's Jewelry	<u>\$170.00</u>
Ari's Flowers Inc.	<u>\$1,080.00</u>
Art By Rosanne	<u>\$262.50</u>
Art Collection	<u>\$80.00</u>
Asodo Coffee	<u>\$285.00</u>
Bag Lady Design	<u>\$300.00</u>
Bamboo Drool	<u>\$51.00</u>
Barefoot Books	<u>\$60.00</u>
Barry's Berries	<u>\$1,080.00</u>
Basket Case Shop	<u>\$207.00</u>
Beads of Hope	<u>\$40.00</u>
Bela Tea	<u>\$153.00</u>
Books, Beads & Baubles	<u>\$285.00</u>
Chicagoland Garden Trader	<u>\$300.00</u>
Custom Grove Landscaping, Inc	<u>\$100.00</u>
David Agency	<u>\$25.00</u>
David Neybert Woodworker	<u>\$68.00</u>
Dogs on the Go (Leo's Super Red Hots)	<u>\$345.00</u>
Double D's B's	<u>\$210.00</u>
Downers Grove Area Chamber of Commerce	<u>\$25.00</u>
Draper and Kramer Mortgage Corp	<u>\$50.00</u>
Dream Interiors, Inc.	<u>\$25.00</u>
Ebersold	<u>\$25.00</u>
Elena's Cucina	<u>\$360.00</u>
Evergreen Farm	<u>\$1,800.00</u>
Fraternity of Notre Dame	<u>\$345.00</u>
Gallery's Choice	<u>\$330.00</u>
Grindstone Sharpening Services	<u>\$315.00</u>
Hahn's Bakery	<u>\$360.00</u>
Happy Dog Barkery	<u>\$306.00</u>
Head's Red BBQ	<u>\$85.00</u>

Heather O'Donnell aka Neemies	<u>\$187.00</u>
Ilene Briner	<u>\$25.00</u>
Illusions By Cynthia--Image is Everything	<u>\$380.00</u>
Jake's Country Meats	<u>\$330.00</u>
Jemsera Eco Friendly Bags	<u>\$315.00</u>
J.W. Morlock & Girls	<u>\$1,140.00</u>
J Vespa Foods Inc.	<u>\$170.00</u>
Ka-Ching! Corporation	<u>\$360.00</u>
Kap Farms	<u>\$1,080.00</u>
Karen's Green Oasis	<u>\$330.00</u>
Kathi's Postage Art	<u>\$162.00</u>
Lamai's Orchids (Lamai Chaladyaem)	<u>\$290.00</u>
Lange Farms	<u>\$1,410.00</u>
Lehman's Orchids	<u>\$216.00</u>
Lil Mad Café Gourmet Shop	<u>\$240.00</u>
MG Computer	<u>\$50.00</u>
Miks Tasty Bites	<u>\$195.00</u>
Moonriver Soaps (Soaps by Lysne)	<u>\$270.00</u>
Night Light Designs	<u>\$170.00</u>
North Wichert Gardens	<u>\$900.00</u>
Olives For You	<u>\$360.00</u>
Olive Tap	<u>\$460.00</u>
Panda Purses	<u>\$160.00</u>
PRP	<u>\$240.00</u>
RPM Toys - Kathy McGuire	<u>\$51.00</u>
Simply the Best	<u>\$340.00</u>
Six Lugs	<u>\$240.00</u>
Staff OF Life Bakery & Farms	<u>\$660.00</u>
Thanksgiving Stop Garden Shop (Thistle Stop Garden Stop)	<u>\$374.00</u>
That Pickle Guy	<u>\$360.00</u>
The Beauty Clutch	<u>\$380.00</u>
The Cheese People	<u>\$360.00</u>
The Tea House	<u>\$68.00</u>

Travelers Café	<u>\$247.50</u>
Wally's Glass Forms	<u>\$160.00</u>
Weaving Peace	<u>\$221.00</u>
Windy Acres	<u>\$1,800.00</u>
Yuppie Hill	<u>\$355.00</u>
REVENUE	<u>\$24,054.00</u>

TIPS	<u>\$43.00</u>
TOTAL REVENUE	<u>\$24,097.00</u>

EXPENSES

Musicians	<u>\$75.00</u>
Y Guy bread (thank you to Erika for Y Guy pick up)	<u>\$18.00</u>
Corporate Express (Office Supplies) wipe off board	<u>\$247.42</u>
Carts	<u>\$228.48</u>
Bungee cords?	<u>\$4.49</u>
EBERSOLD Cart Signs	<u>\$228.80</u>
Oriental Trading (Santa Hats)	<u>\$54.93</u>
Corporate Express (Office Supplies) Poster	<u>\$5.62</u>
Lunches thank you	<u>\$500.00</u>
TOTAL EXPENSES	<u>\$1,362.74</u>

GRAND TOTAL	\$22,734.26
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Volunteer Time: estimated at \$16, 320