

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

Monday, May 23, 2022
7:00 P.M. – Council Chambers

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Public Affairs Committee of April 25, 2022
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution 22-R-0028 – A Resolution Approving the Services Agreement Order Form and Government Agency Agreement with Flock Safety for an Automatic License Plate Reader Program.
 - B. West Chicago Railroad Days – Western DuPage Chamber of Commerce
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday, April 25, 2022 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum.

Alderman Hallett called the meeting to order at 7:00pm. Roll Call found Alderman Brown, Hallett, Swiatek, Short and Jakabcsin.

Chairman Chassee and Alderman Birch Ferguson was not in attendance.

2. Approval of Minutes.

A. Public Affairs Committee Minutes of February 28, 2022. Alderman Jakabcsin made a motion, seconded by Alderman Swiatek to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Alderman Brown, Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

A. Kurt Lebo, 465 Colford Avenue, West Chicago resident requesting a no parking zone across from the driveway. Alderman Hallett will have the Committee to review the request.

4. Items for Consent.

A. Food Fest Mobile Bar - Alderman Swiatek made a motion, seconded by Alderman Jakabcsin to direct this item to City Council for approval. Voting Aye: Alderman Brown, Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

B. Healthy West Chicago 5K - Alderman Swiatek made a motion, seconded by Alderman Jakabcsin to direct this item to City Council for approval. Voting Aye: Alderman Brown, Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

C. WCHS Homecoming Parade - Alderman Swiatek made a motion, seconded by Alderman Jakabcsin to direct this item to City Council for approval. Voting Aye: Alderman Brown, Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

5. Items for Discussion.

- A. Railroad Days Fireworks – It was the consensus of the Committee to move this item to the City Council Committee.
- B. West Chicago Park District – 50th Anniversary Celebration – It was the consensus of the Committee that they could not contribute to the cost of the fireworks this year.
- C. Mexican Cultural Center Proposal - It was the consensus of the Committee to move this item to the City Council Committee.
- D. MID Funding Agreement - It was the consensus of the Committee to move this item to the City Council Committee.
- E. No Parking on a Portion of Colford Avenue – Chief Fleury and Mahul Patel, Public Works Director, will conduct a traffic study on Colford Ave and present it to the PAC.

6. Unfinished Business.

7. New Business.

8. Reports from Staff.

- A. West Chicago Police Department Monthly Report.

9. Adjournment. Alderman Short made a motion to adjourn, seconded by Alderman Swiatek. The motion was approved by voice vote, and the meeting adjourned at approximately 7:40pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department

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PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

<p>ITEM TITLE: Resolution No. 22-R-0028</p> <p>A Resolution Approving the Services Agreement Order Form and Government Agency Agreement with Flock Safety for an Automatic License Plate Reader Program.</p>	<p>AGENDA ITEM NUMBER: <u>4.A.</u></p> <p>FILE NUMBER: _____</p> <p>COMMITTEE AGENDA DATE: May 23, 2022</p> <p>COUNCIL AGENDA DATE: June 6, 2022</p>
<p>STAFF REVIEW: Colin Fleury, Chief of Police</p> <p>APPROVED BY CITY ADMINISTRATOR: Michael Guttman</p>	<p>SIGNATURE _____</p> <p>SIGNATURE _____</p>
<p>ITEM SUMMARY:</p> <p>Police Department staff have researched a venture to enhance their ability to provide better investigative and police services to the City. The system we are seeking to initiate involves an Automated License Plate Reader (ALPR) program purchased from Flock Safety, headquartered in Atlanta, Georgia. Flock Safety is a sole source system that securely captures images and utilizes proprietary software named “Vehicle Fingerprint Technology”. This technology is able to analyze vehicle license plates, State of issue recognition, vehicle color, vehicle type, vehicle make and model and objects (roof rack, bumper stickers, etc.) based on image analytics (not solely car registration data), as well as vehicles without plates.</p> <p>Flock ALPR’s provide investigative leads and real-time alerts that allow officers and detectives to be more effective in the field. The system is web based, allowing staff the ability to log in from any device with Internet access. Flock will provide installation of all the cameras in areas carefully researched and recognized to provide the best coverage, allowing for the greatest success in fighting crime. The cameras do not require connection to electrical power, relying on solar power with battery backup, which simplifies the installation process.</p> <p>Flock Safety’s ALPR system is currently being used by at least 600 Police Departments and more than 1,000 U.S. cities. With a signed Memorandum of Understanding (MOU), information gathered by different jurisdictions can be shared between agencies, extending crime-fighting efforts beyond our borders. Flock Safety products can also be utilized by private institutions, including HOAs, in their efforts to combat crime in their neighborhoods. Any data from Flock cameras on private property can also be available to local law enforcement with a signed MOU. Such data would assist with identifying violations within 5-ton restricted roadways for truck traffic on City streets, like Hawthorne Lane, and vehicles involved with illegal street racing. Other successes could mirror the apprehension and arrest of a suspect charged with Reckless Homicide after being involved in a deadly hit and run of a pedestrian in 2020. The suspect vehicle was identified through ALPR technology utilizing the Red Speed camera at Rt. 59 and Washington St. The use of another Red Speed camera assisted with the identification of a suspect vehicle used in an aggravated vehicular hijacking with a firearm in December 2021. Ultimately, two suspects involved with that crime were identified and charged with multiple felonies. Without such tools, these criminals may never have been identified and held responsible for their actions.</p> <p>We are proposing the purchase and deployment of 13-Flock cameras strategically placed throughout the City. The contract cost covers installation, hardware, software, LTE connectivity, unlimited number of end-users and unlimited data storage. An initial, one-time implementation fee for all 13-cameras will be \$6,750.00. Illinois Department of Transportation permit fees of \$5,250.00 for seven cameras installed on State-owned right of way are also required and included in the contract cost. Flock Safety Advanced Search upgrade bundle with a cost of \$2,500.00, provides search features including Visual Search, Convoy Analysis, and Multi-Geo Search, which enables users to uncover more investigative leads. The first year of this Agreement includes an implementation fee of \$7,350.00 resulting in a cost of \$42,350.00 for the first year. The recurring cost of the program thereafter will be \$35,000.00 annually, which includes all maintenance and upgrades to the software. The initial term of the contract will be 24 months with the intention of reviewing the Program and continuing if desired for a renewal term of 24</p>	

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months. Near the completion of the 48 months the pricing may be renegotiated.

This proposed purchase will be made using money from the Drug Asset Forfeiture Fund, which is a restricted fund from which only eligible purchases may be made. No personal benefit, non-police-related capital or other routine operating expenses may be paid from the Drug Asset Forfeiture Fund.

Please see the attached Quote (Attachment A), and Flock Group Inc. Services Agreement (Attachment B) and Flock Site Map (Attachment C).

ACTIONS PROPOSED:

Staff recommends approval of Resolution No.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0028

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN CONTRACT AGREEMENT WITH FLOCK SAFETY

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that Mayor is hereby authorized to execute and the Deputy City Clerk is authorized to attest to the approval of the Services Agreement Order Form and Government Agency Agreement with Flock Safety for an Automatic License Plate Reader program details of which are contained in the attached quote and service agreement.

APPROVED this 6th day of June, 2022.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Deputy City Clerk Valeria Perez

flock safety

Created Date 4/18/2022
 Quote Number 00001746

Expiration Date 6/30/2022

Prepared By Dan Murdock
 Phone 3124153858
 Email dan.murdock@flocksafety.com

Contact Name Colin Fleury
 Phone (630) 293-2222
 Email cfleury@westchicago.org

Bill To Name IL - West Chicago PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Infrastructure-free (solar power + LTE), license plate recognition camera with Vehicle Fingerprint™ technology + machine learning software and real-time alerts for unlimited users	\$2,500.00	\$2,500.00	13.00	\$32,500.00
Flock Safety Advanced Search <25 Falcons	Software upgrade designed to unlock more investigative leads and build stronger cases with less information. Advanced Search includes Convoy Analysis, Multi Geo Search, Visual Search, and Cradlepoint Integration for Automatic Vehicle Location (AVL).	\$2,500.00	\$2,500.00	1.00	\$2,500.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	6.00	\$2,100.00
Professional Services - Falcon/Sparrow, Advanced Implementation	One time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	\$750.00	\$750.00	7.00	\$5,250.00

Total Price \$42,350.00
 Recurring Total \$35,000.00

Special Terms Installation on IDOT Right of Ways are \$750 per location.

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: City of West Chicago Legal Entity Name:	Contact Name: Colin Fleury
Address: 475 Main Street West Chicago, Illinois 60185	Phone: (630) 293-2222 E-Mail: cfleury@westchicago.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	13.00	\$32,500.00
Professional Services - Falcon, Standard Implementation	\$350.00	6.00	\$2,100.00
Professional Services - Falcon/Sparrow, Advanced Implementation	\$750.00	7.00	\$5,250.00
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00

(Includes one-time fees)

Year 1 Total \$42,350.00

Recurring Total: \$35,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: City of West Chicago

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “*Support Services*” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “*Unit(s)*” shall mean the Agency Hardware together with the Embedded Software.

1.15 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency ’s account that have been impacted.

2.7 Installation Services.

2.7.1 *Designated Locations.* For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 *Agency Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("*Agency Installation Obligations*"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "*Aggregated Data*"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “*Renewal Term*”, and together with the Initial Term, the “*Service Term*”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a “*Renewal Term*”, and together with the Initial Term, the “*Service Term*”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

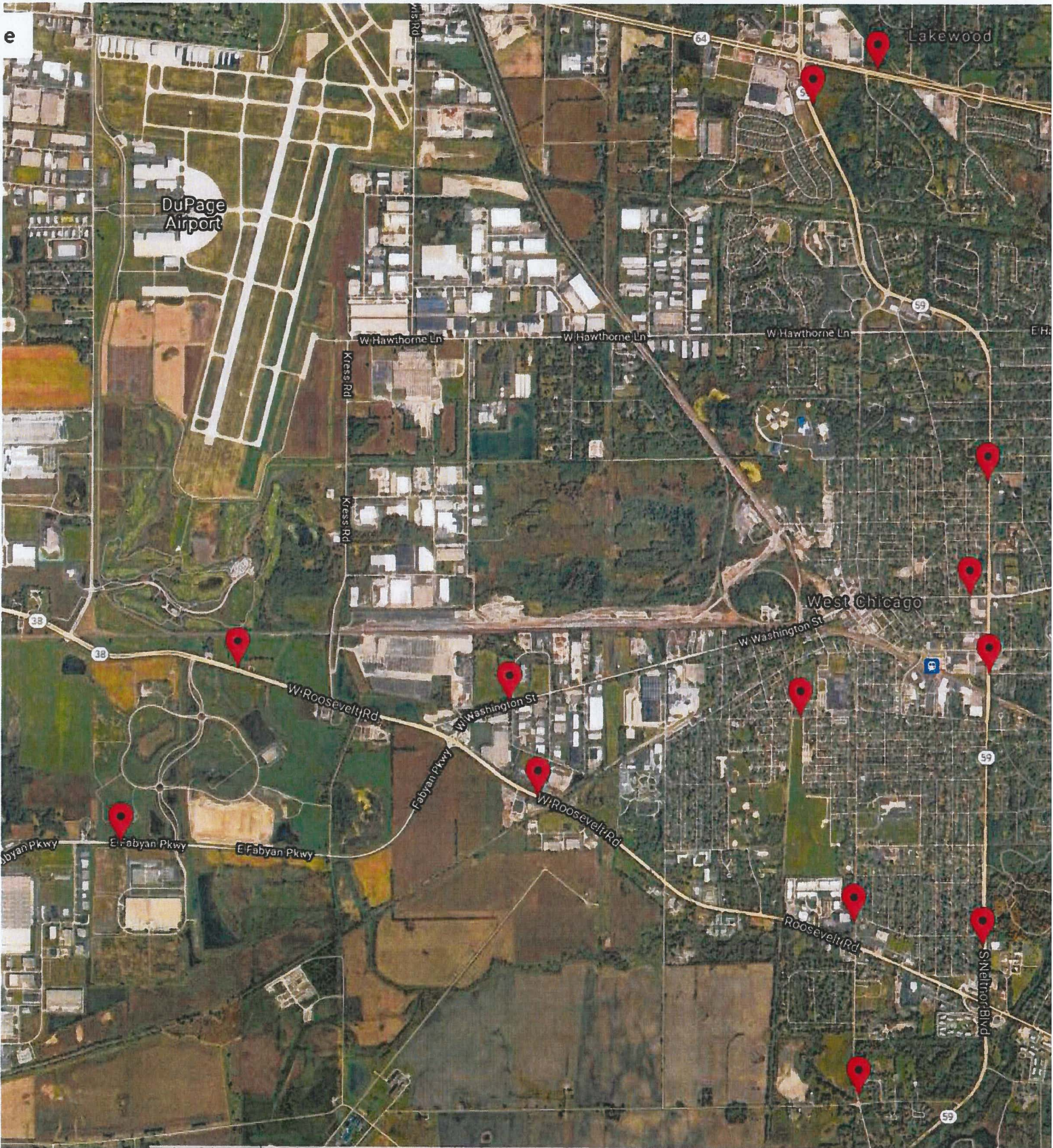
10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

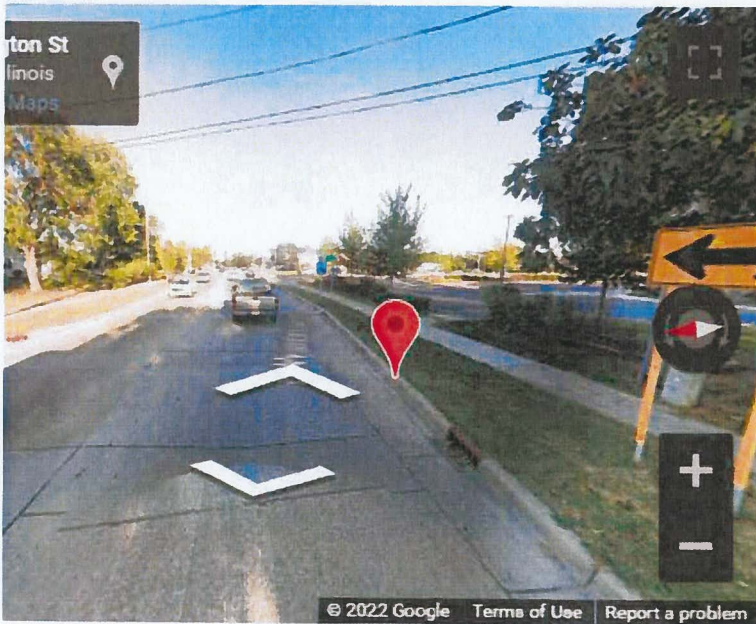
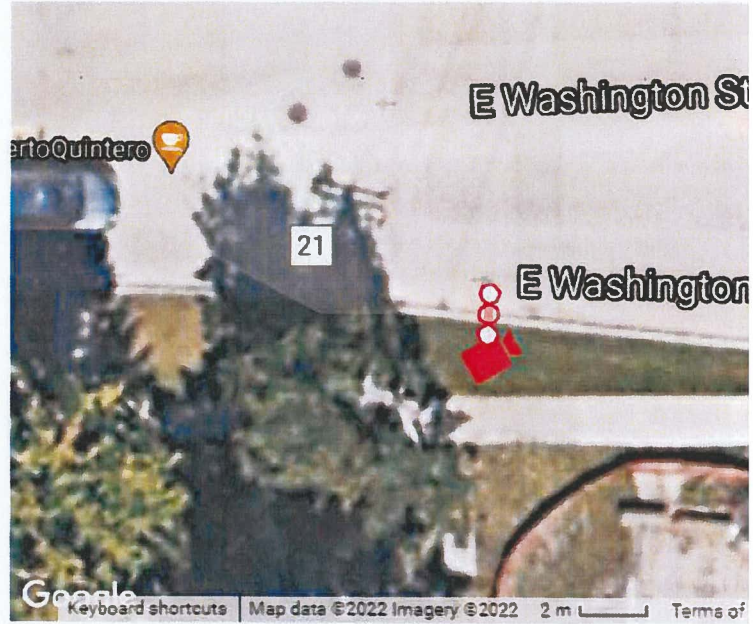
10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.





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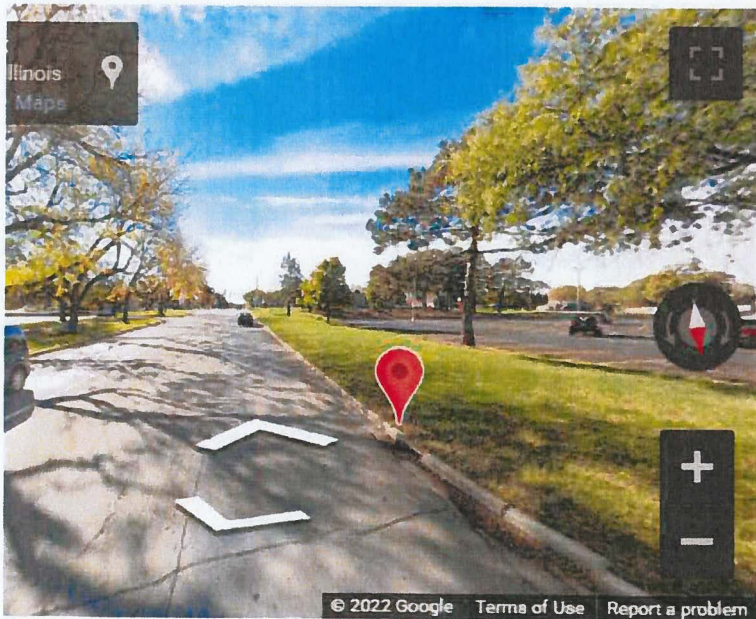
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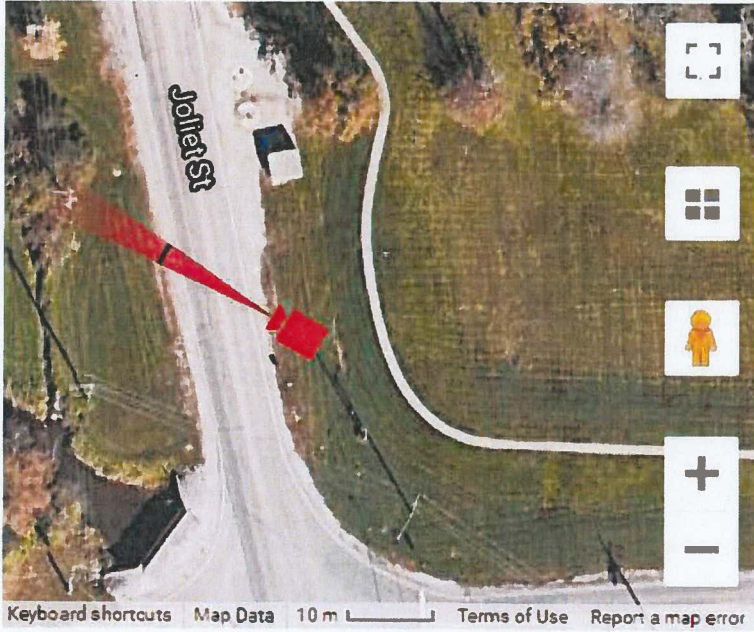


Solar



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dries



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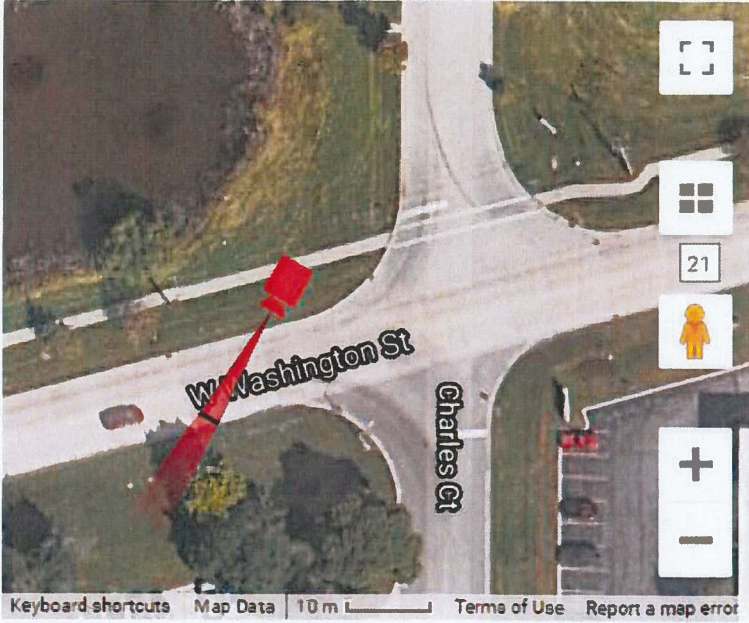


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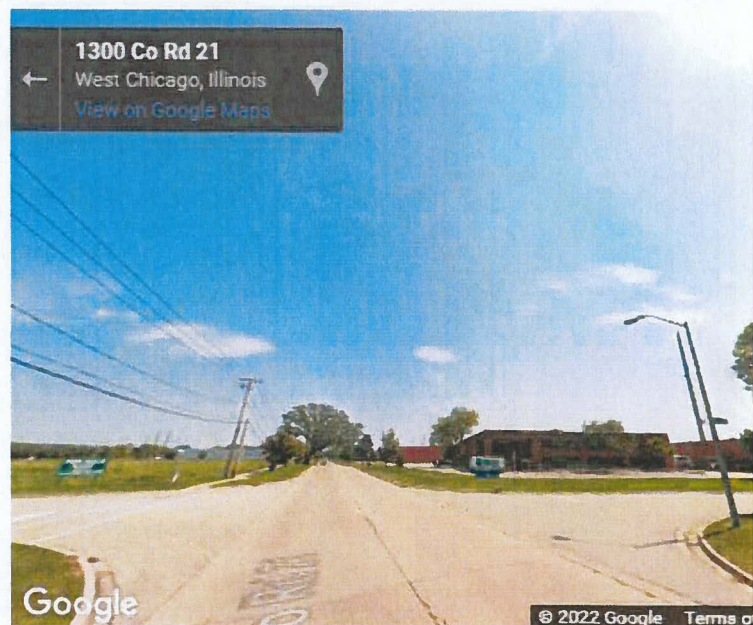


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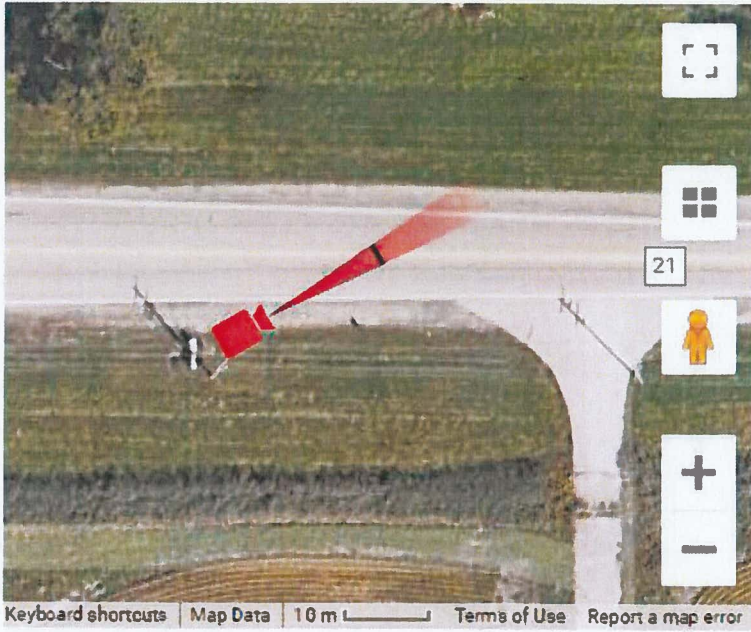
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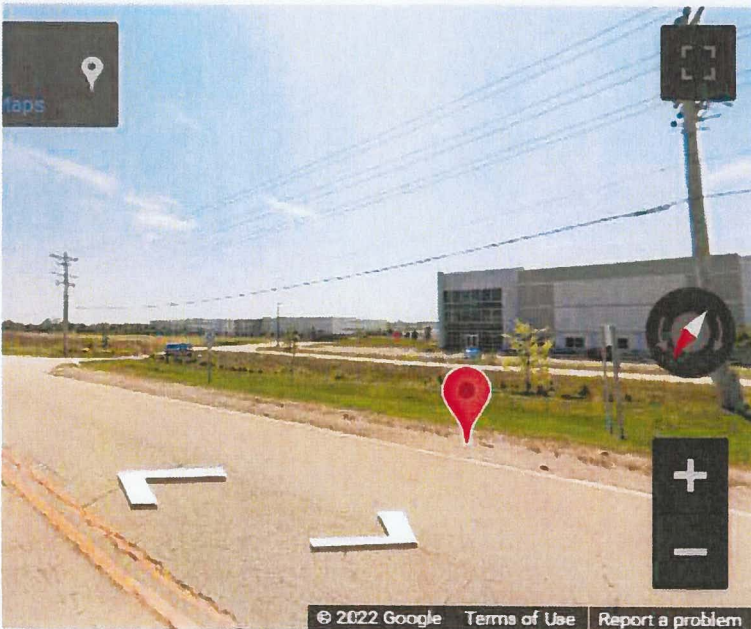
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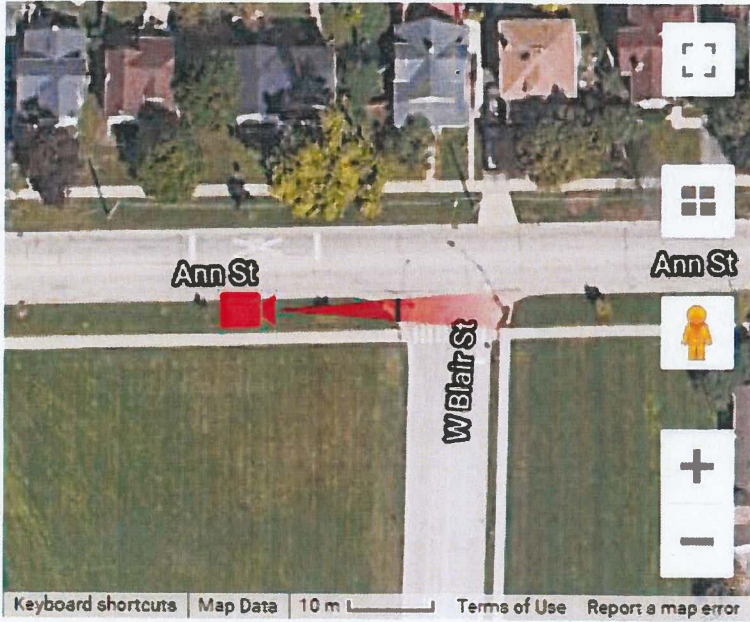
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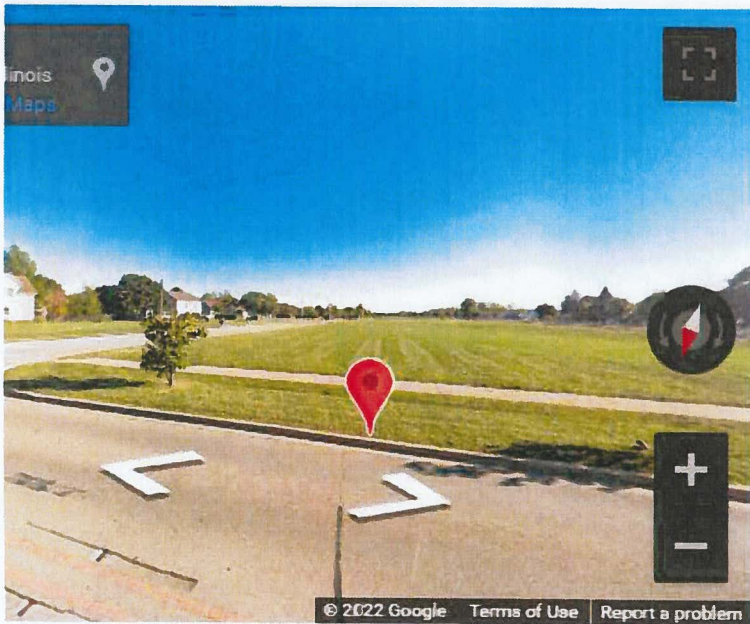
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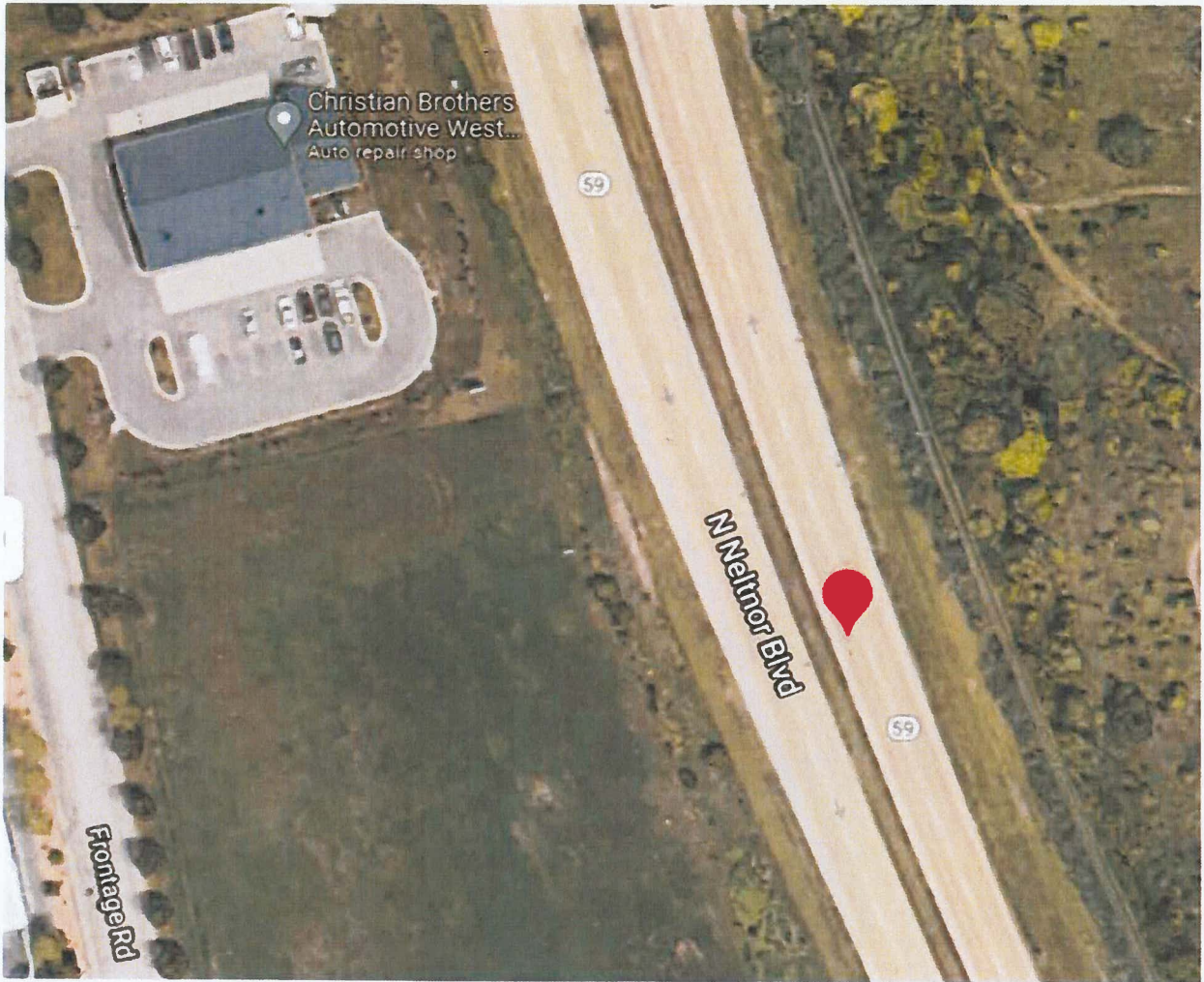


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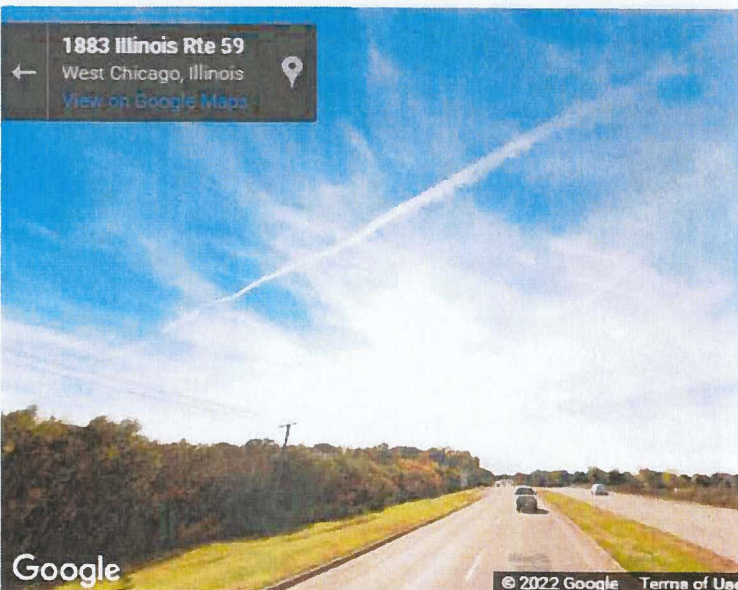
IDOT Permit-1



Distance: 3.6 ft.



Solar

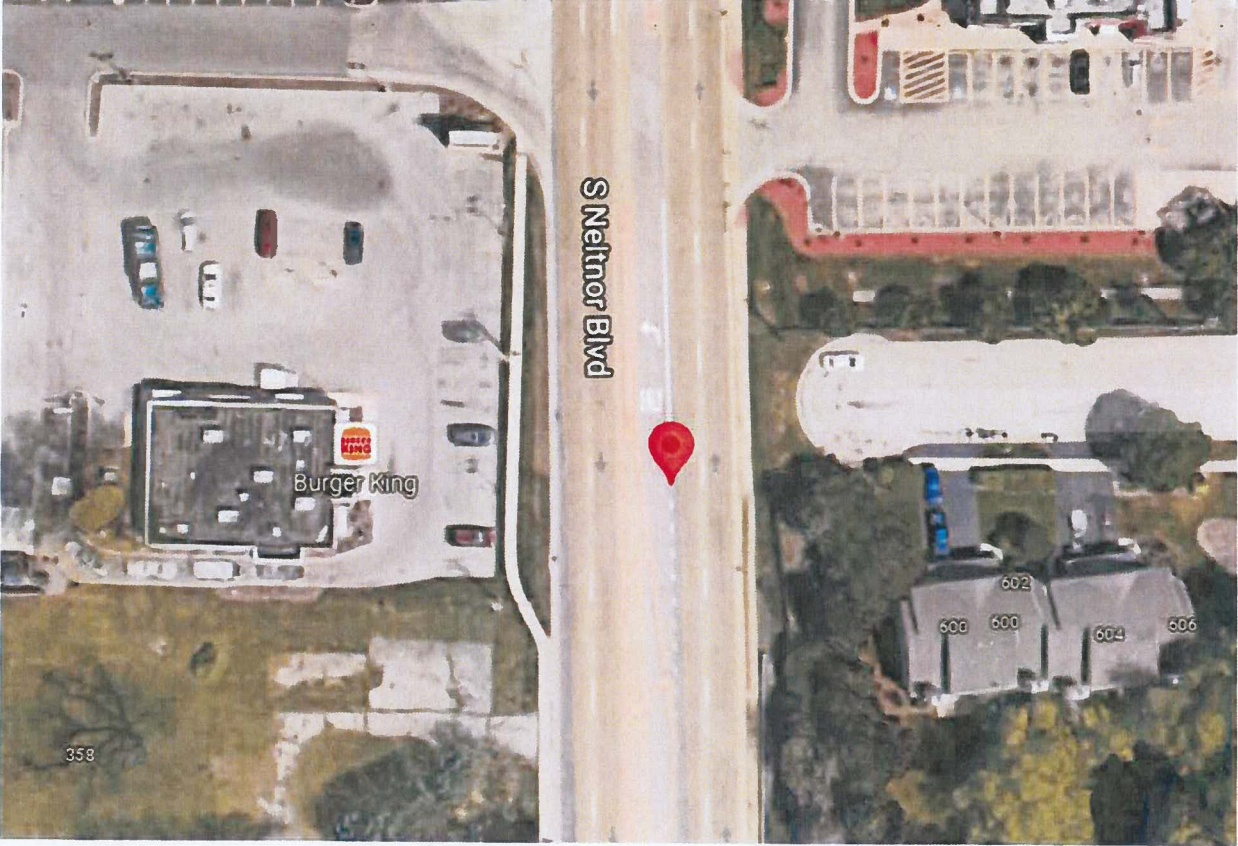


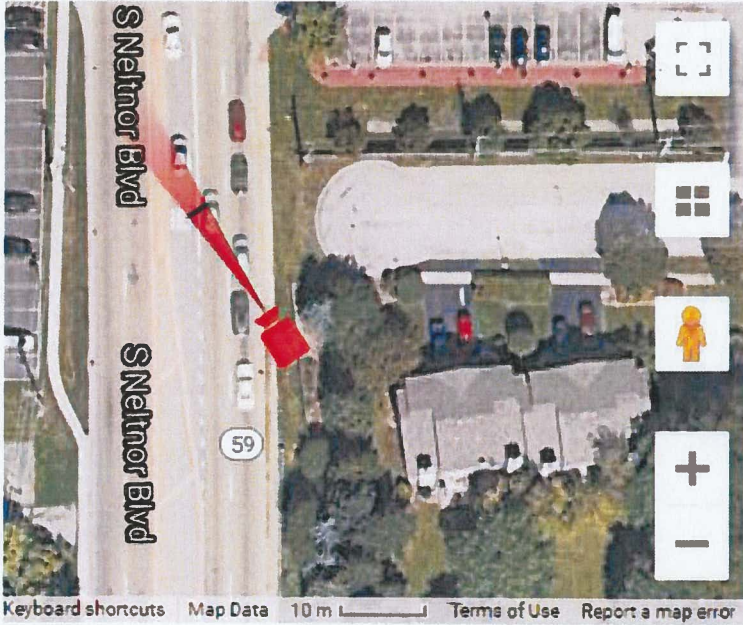
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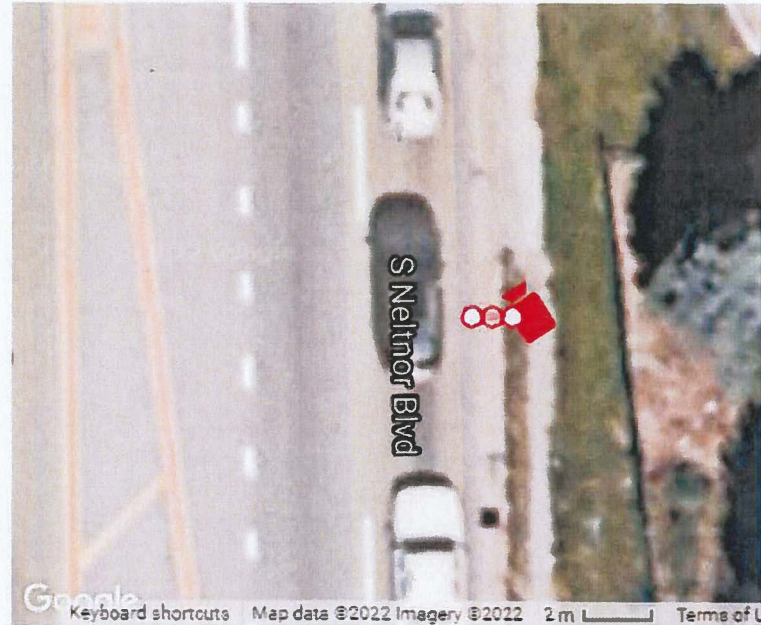
IDOT Permit-2

(Use of Murphy's Ace Hardware sign possible)

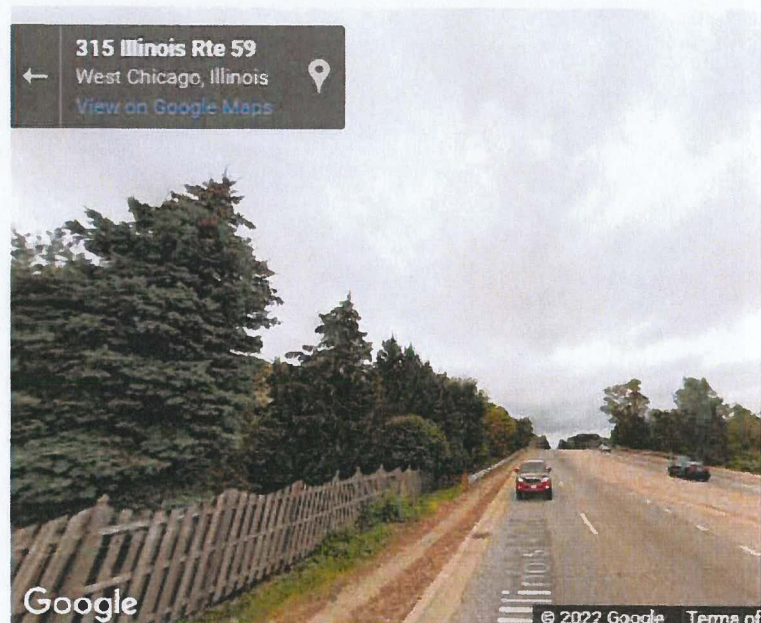




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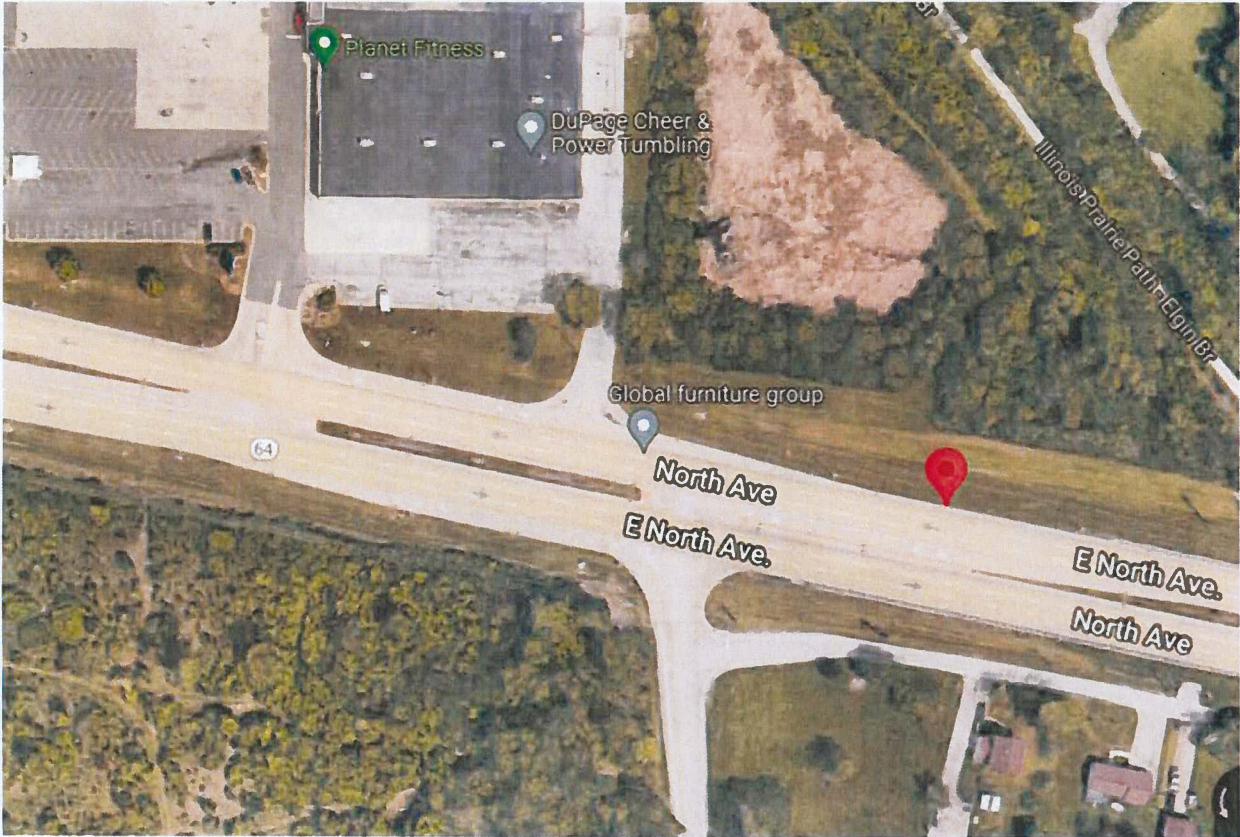
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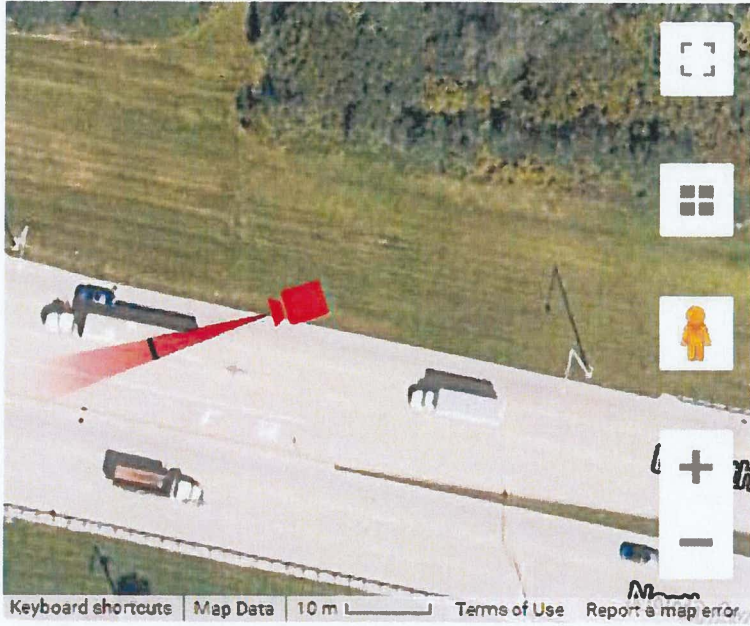


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IDOT Permit-3

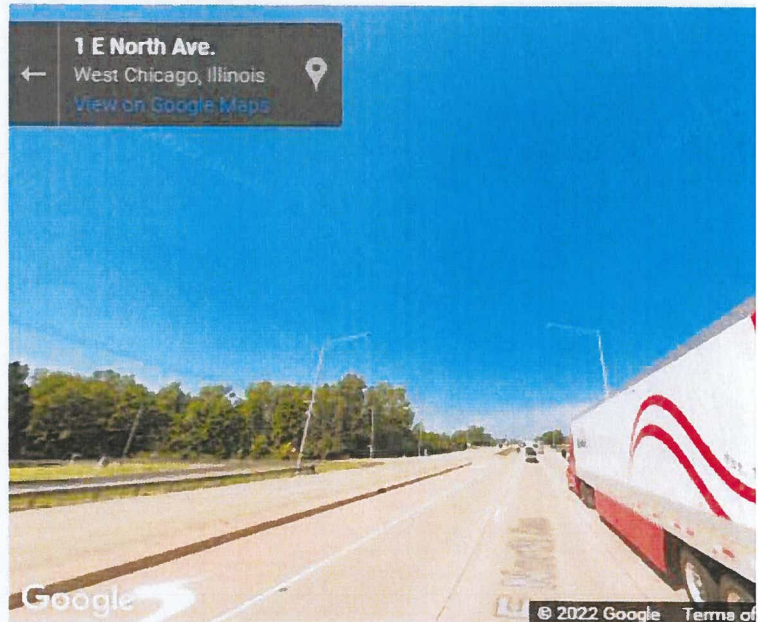




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Solar



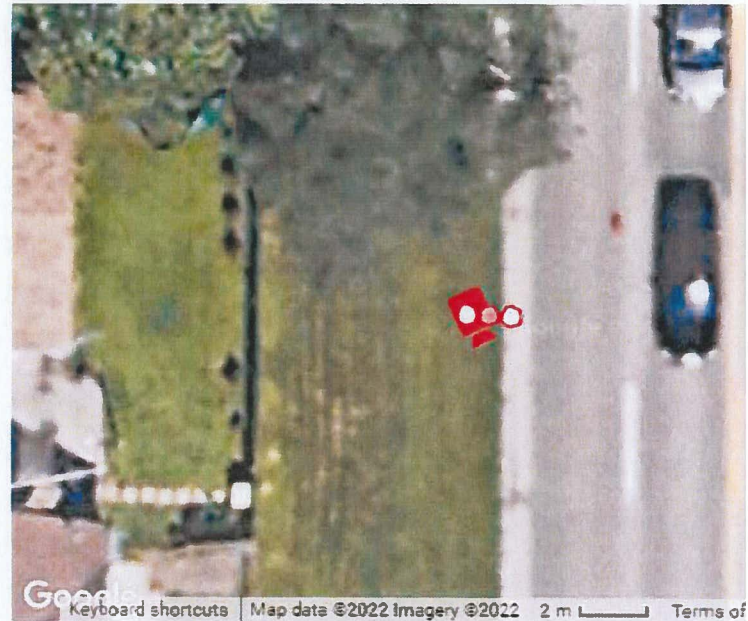
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IDOT Permit-4

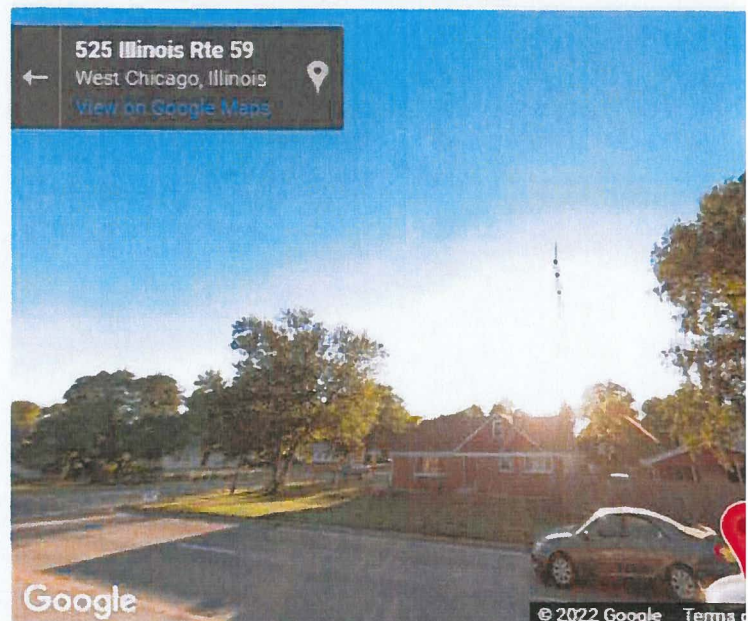




Distance: 4.4 ft.



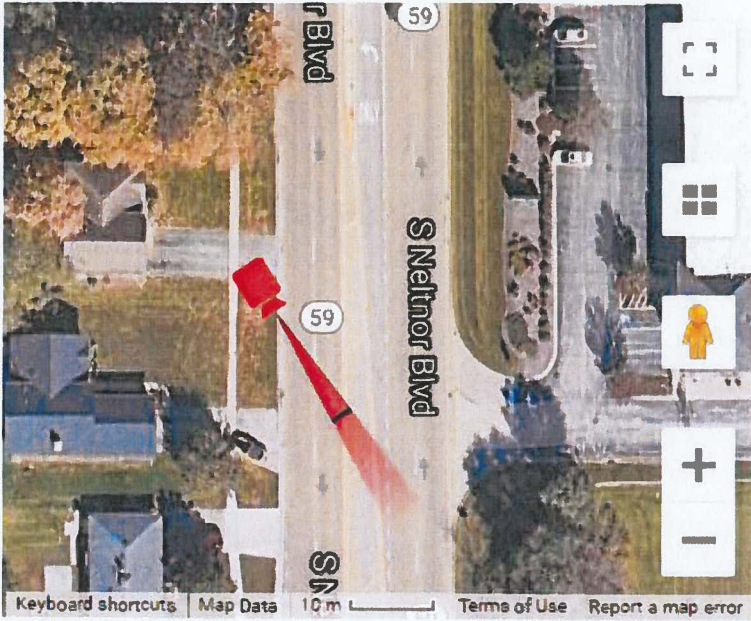
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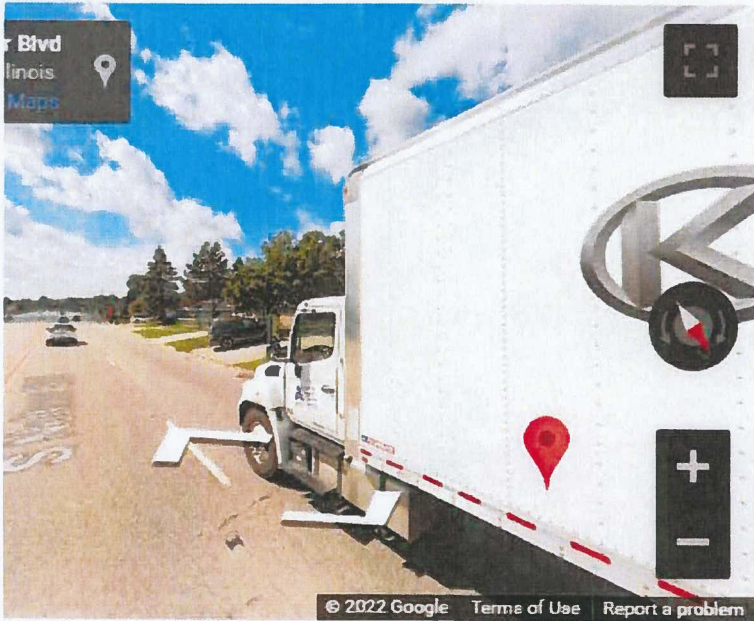
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IDOT Permit-5





Distance: 3.8 ft.

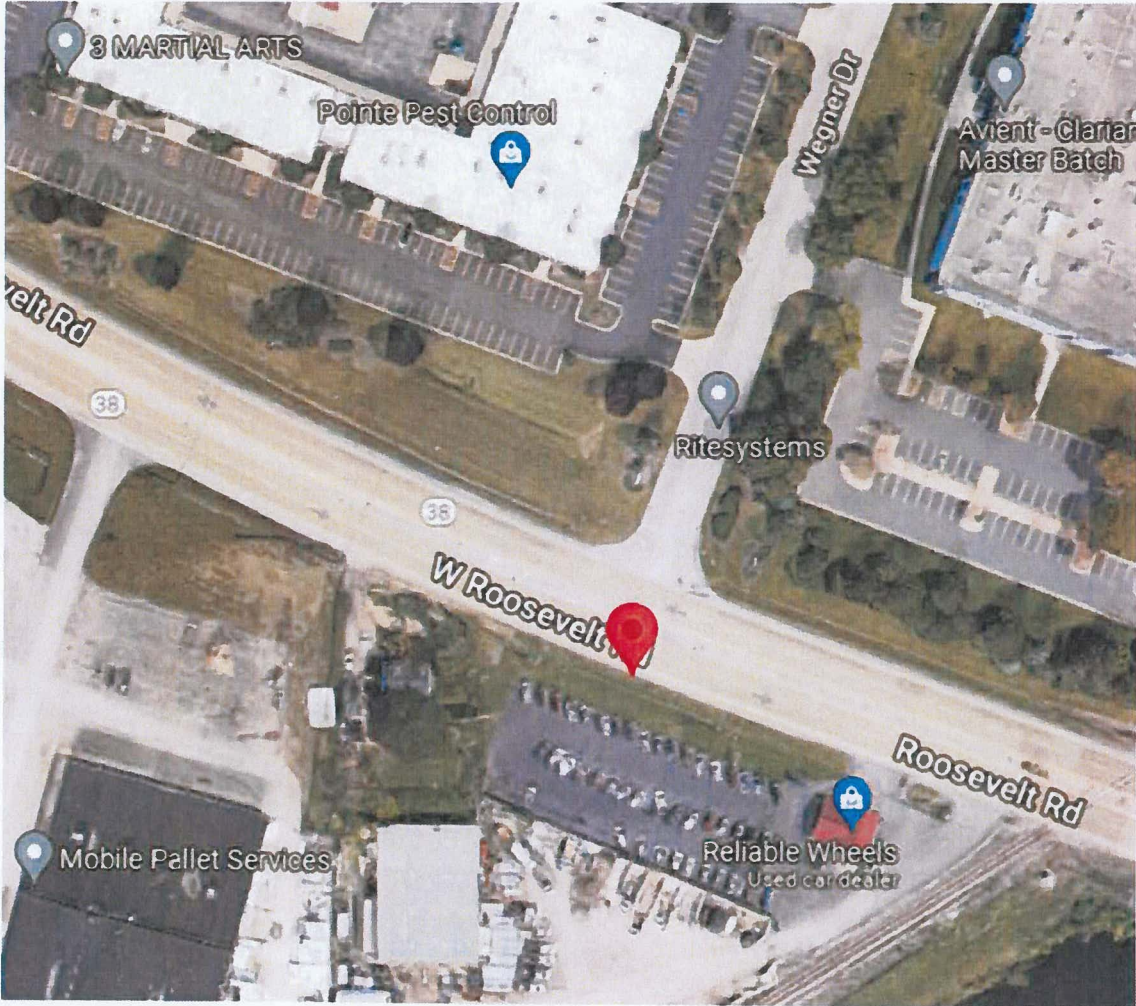


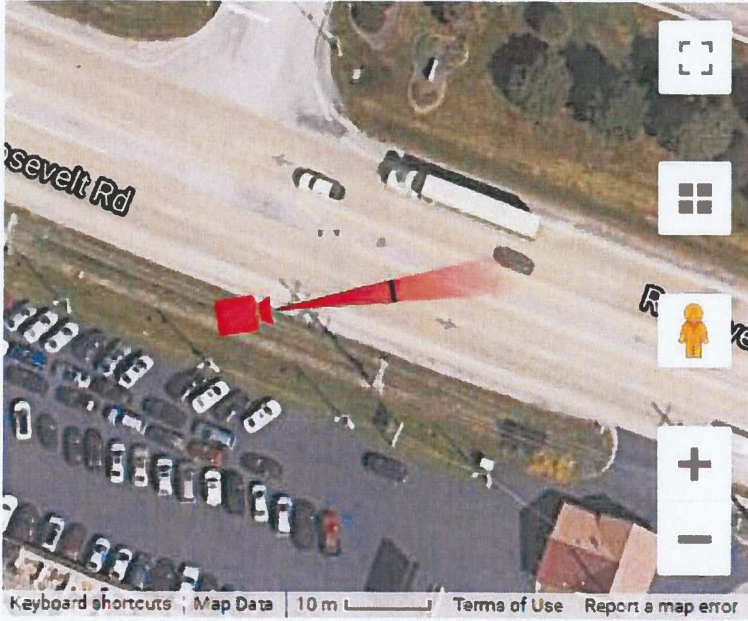
Solar



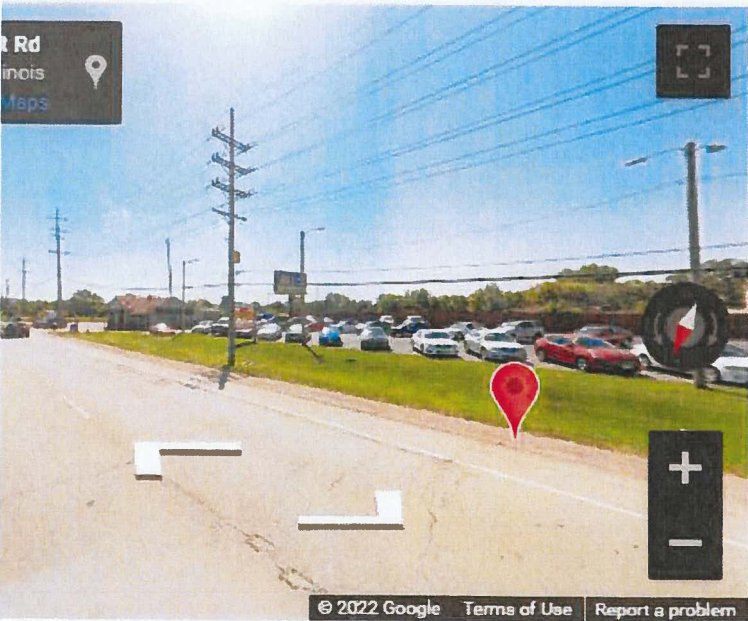
1235 S Neltnor Blvd, West Chicago, IL 60185, USA (41.865327727264095,-88.19495868599978)

IDOT Permit-6





Distance: 11.4 ft.

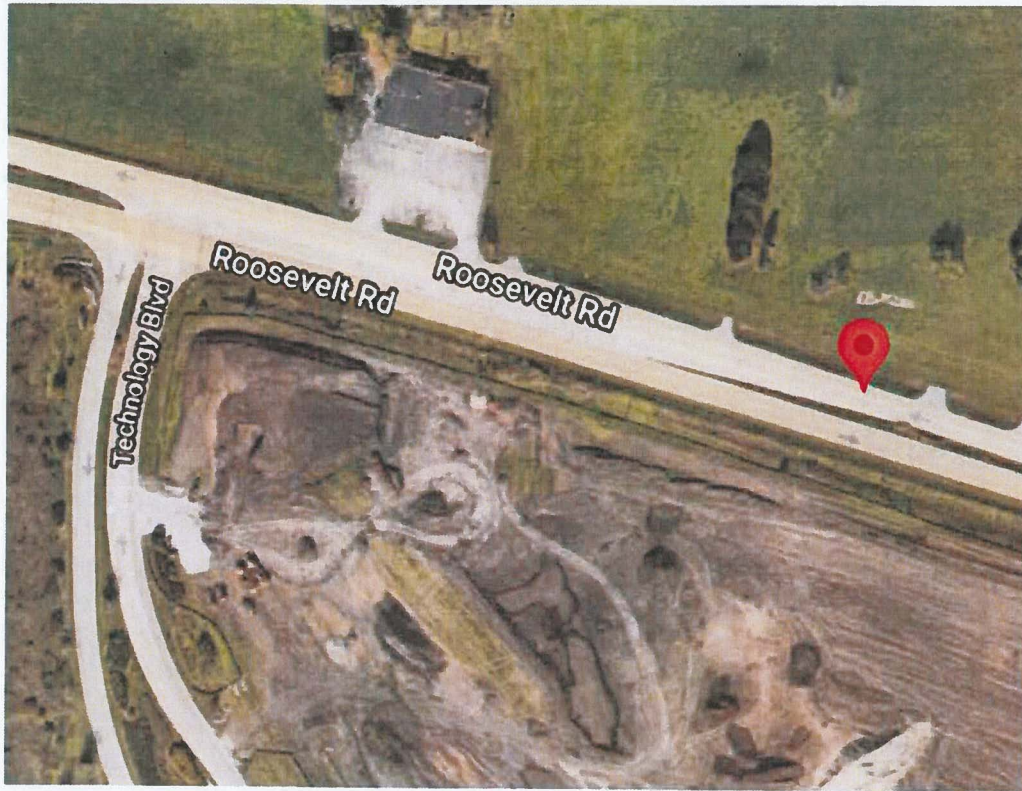


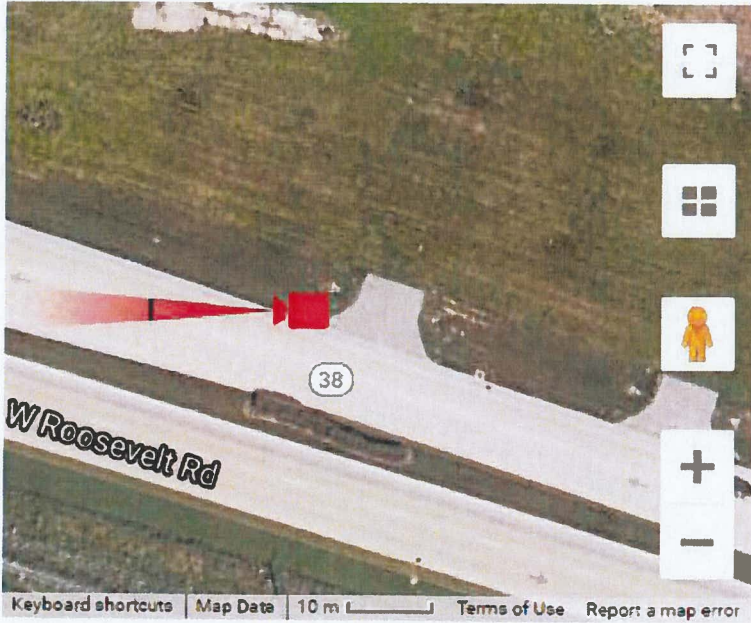
Solar



1280 W Roosevelt Rd, West Chicago, IL 60185, USA (41.873623000990804,-88.22871434051983)

IDOT Permit-7





Distance: 4.7 ft.



Solar



IL-38, West Chicago, IL 60185, USA (41.88087572878295,-88.25142790795925)

eries

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

West Chicago Railroad Days
Western DuPage Chamber of Commerce

AGENDA ITEM NUMBER: 4.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: May 23, 2022

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner

SIGNATURE  _____

APPROVED BY CITY ADMINISTRATOR:

Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The Western DuPage Chamber of Commerce has submitted the attached Special Event Permit Application for West Chicago Railroad Days scheduled to take place Thursday, July 7 through Sunday, July 10, 2022 at Pioneer Park in accordance with the terms outlined in Resolution 22-R-0009.

As in previous years, the event will include a carnival, food vendors, entertainment, beer garden, and merchant vendors. There will also be a parade and fireworks.

The proposed plans will be reviewed by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District and Park District during the upcoming monthly coordination meetings. Proposed event components are contingent upon approval from the above noted staff, departments, and districts.

ACTIONS PROPOSED:

Recommend proposed event plans to proceed as outlined, contingent upon submittal and approval of required insurance documentation.

COMMITTEE RECOMMENDATION:



City of West Chicago

Community Development Department
475 Main Street, West Chicago, IL 60185
Phone: (630) 293-2200 x 131 / FAX: (630) 293-1257

APPLICATION FOR PLAN EXAMINATION & BUILDING PERMIT

Permit Number: _____
Date Received: ____ / ____ / ____
Permit Fee: \$ _____
Approved: _____

429 W. Forest Avenue, West Chicago
(Project Address)

Homeowner's Association?

Pioneer Park
(Subdivision)

(Zoning)

(Lot Number)

(P.I.N.)

West Chicago Park District
(Property Owner)

630-231-9474
(Phone)

201 W. National Street
(Street Address)

West Chicago, IL 60185
(City, State Zip)

Western DuPage Chamber of Commerce
(Name of Applicant)

630-231-3003 / 630-231-3009
(Phone and FAX)

306 Main St., West Chicago, IL 60185
(Address)

team@westerndupagechamber.com
(Email Address)

(General Contractor)

(Address)

(Phone)

(Electrical Contractor)

(Address)

(Phone)

(Plumber)

(Address)

(Phone)

(Roofer)

(Address)

(Phone)

WORK TO BE DONE:

- Addition to existing building
- Remodel
- Driveway (new or repair)
- Plumbing (only)
- Water meter (lawn sprinkler)
- Other: Festival

Patio

New building

Siding

Electric (only)

Water meter (replacement)

Shed

TYPE OF STRUCTURE:

Single family (detached)

Townhouse

Commercial

Industrial

Other: tents

SUBMITTING WITH APPLICATION:

Survey

Building Plan

ESTIMATED TOTAL COST OF PROJECT: \$ _____

STATEMENT OF APPLICANT:

I hereby certify that the above statements are true and accurate, agree to comply with the provisions of the Ordinances of the City of West Chicago, affirm that the proposed work is authorized by the owner of record, and that I have been authorized by the owner to make this application as his/her agent.

[Signature]
(Signature of Applicant)

David J. Sabathne
(Print Name)

4 / 15 / 2022
(Date)

***** INTENT TO MEET INSURANCE REQUIREMENTS *****

Must be returned prior to application review by City staff

Prior to the issuance of a Special Event Permit, all organizations must present a certificate of insurance meeting the criteria listed below:

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.

2. *****PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language **must appear**:

"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of **(company involved)** for **(event)** **(date, times (if applicable), location)** No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to **(event)**".

3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name **"The City of West Chicago, its officials, agents, employees, and volunteers"** as primary and non-contributory.


4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.

5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to specialevents@westchicago.org or fax (630-293-1257) to be considered an original document.

*Western DuPage
Chamber of Commerce
306 Main St.
West Chicago, IL 60185*

I, David J Sabathne, representing _____
(print name of authorized person) (organization)

have contacted the appropriate insurance provider and acknowledge that the above insurance criteria can be met. I understand that the Special Event Permit Application will not be reviewed until this document has been signed and returned to the City of West Chicago.


(signature)

4/15/2022
(date)

West Chicago Railroad Days
(name of event)

July 7-10, 2022
(date of event)

SECTION 1 – GENERAL INFORMATION

Name of Event: West Chicago Railroad Days

Type of Event:

Parade Walk/Run/Bike Carnivals Fireworks Festival

Other _____

Location of Event: Pioneer Park: 429 W. Forest Ave., West Chicago

Date(s) of Event: July 7-10, 2022 Hours of Event: 4:00 PM to 11:00 PM Est. Attendance: 2500

Event Website: WesternDupageChamber.com

Purpose of event: Community festival City of West Chicago Primary Sponsor

Name of Sponsoring Organization(s): City of West Chicago & Western Dupage Chamber of Commerce

Organization's Legal Status (i.e. NFP, Partnership, Corporation): Corp. SOICG

Contact person from sponsoring organization: David Sabathne

Organizer address: 306 Main Street

City/State/Zip: West Chicago, IL 60185 Phone: 630-231-3003

Cell Phone: _____ E-mail: team@westerndupagechamber.com

Emergency contact information (provide mobile numbers for on-site coordinators during event):

1st Contact: David Sabathne Phone: 630-675-5368

2nd Contact: Wayne Lofton Jr. Phone: 630-888-9928

Is this an annual event? Yes No If Yes, provide next year's event date: Unknown

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as noise or neighborhood parking complaints.

No history of reported incidents

What, if anything, are you doing to rectify the problem(s)?

We continue to anticipate challenges and prepare responses to safely handle them.

SECTION 2 – NARRATIVE

On a separate sheet, provide a detailed description of the overall event. The narrative will serve as the special event proposal to City Council.

SECTION 3 – PERMITS

Will your event include a carnival? Yes No

*If yes, you must submit a **Carnival Permit Application** ninety (90) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Does your event include the use of a temporary tent in excess of 400 sq. ft. in area with side curtains or 700 sq. ft. in area without side curtains? Yes No

*If yes, you must submit a **Building Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 131 for an application.*

Will your event include a fireworks display? Yes No

*If yes, you must submit a **Fireworks Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Are you holding a raffle at your event? Yes No

*If yes, you must submit a **Raffle Registration Application** fourteen (14) days prior to the event. Not all applicants will qualify for a license. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be applying for a Temporary Liquor License? Yes No

*If yes, you must submit a **Temporary Liquor License Application** thirty (30) days prior to the event. To qualify for a Class D license, the applicant must be a local organization or group providing beer and/or wine at a picnic, carnival or similar function. A Class D license shall be authorized on a day-to-day basis but not for more than seven (7) consecutive days. Please contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be serving food at your event? Yes No

*If yes, you may be required to submit a **Temporary Food Service Permit Application** thirty (30) days prior to the event. Please contact the DuPage County Health Department at (630) 682-7979 or visit <http://www.dupagehealth.org/temporary-food-service> for additional information.*

Are you requesting services from these departments?

Police Fire District / Paramedics Public Works

Specify services: Please see service request form

Will you be utilizing any of the following services?

Water Electric/Generator Other _____

SECTION 4 – SITE PLAN AND/OR ROUTE MAP

Please attach a separate sheet to illustrate the layout for your event.

If applicable, the following must be included:

Location of garbage receptacles (G)	Location and number of barricades (B)
Location of toilets (T)	Location of fire lane (FL)
Location of hand washing sinks (HWS)	Location of fire extinguishers (FE)
Location of retail vendors (RV)	Public entrances and exits (PE)
Location of food vendors (FV)	Location of "No Firearms" signage (NF)
Location of first aid (FA)	Location of sound stages and amplified sound (S)
	Location of residential streets surrounding event

Are you requesting the use of any City-owned property, i.e. City streets, parking lots, or sidewalks?

Yes No If yes, please indicate the property that you are requesting to use.

Parade; See attached map for route & temporary (rolling) closures

Would you like to request the closing of City streets? Yes No

If yes, please fill in the following information or submit a route map along with this application:

Rolling for Parade

Street	From	To	Dates	Times
<u>Ingalton</u>	<u>National</u>	<u>Washington</u>	<u>7/10/22</u>	<u>1:00 Pm</u>
<u>Washington</u>	<u>Ingalton</u>	<u>Arbor</u>	<u>"</u>	<u>1:15 Pm</u>
<u>Arbor</u>	<u>Washington</u>	<u>National</u>	<u>"</u>	<u>1:20 Pm</u>

No Festival site closures unless requested by Wrist Chicago Police or fire

SECTION 5 – PLANNING WORKSHEET AND REQUIRED TASK DUE DATES*

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Note: This section must be completed by event organizer prior to notary signature.

Date of Special Event: July 7-10, 2022

Tasks to be completed (All items due to City unless noted)	Days Due Before Event	Due Date
Submit "Intent to Meet Insurance Requirements" Document (included with Special Event Permit Application, pg.2)	Prior to application review	Prior to application review
Submit Special Event Permit Application	90 days	4/7
Submit Carnival Permit Application	90 days	4/7
Submit Fireworks Permit Application	30 days	City
Submit Temporary Liquor License Application	30 days	6/7
Submit Building (Temporary Tent) Permit Application	30 days	6/7
Submit Temporary Food Service Permit Application(s) (DuPage County Health Dept. – 630-682-7979)	30 days	6/7
Submit Original Certificate of Insurance*	21 days*	6/14
Submit Raffle Registration Application	14 days	N/A
Notify residents/businesses of special event	14 days	6/21
Post "No Firearms" signs at all public entrances (See IL State Police requirements for standardized sign in West Chicago's <i>Special Events Policy</i>)	N/A	Day of Event

***If this requirement is not met, the proposed event may be cancelled.**

SECTION 6 – WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of the Western DuPage Chamber of Commerce (name of organization) and its Members, employees, volunteers or guests, being allow to participate in West Chicago Railroad Days, (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to Western DuPage Chamber of Commerce (name of organization) participation in the Activity.

To the fullest extent permitted by law, the Western DuPage Chamber of Commerce (name of organization) hereby agrees to defend, indemnify and hold harmless the City of West Chicago, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of West Chicago, its officials, agents and employees, arising in consequence of Western DuPage Chamber of Commerce (name of organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, its agents or employees. The Western DuPage Chamber of Commerce (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of West Chicago, its officials, agents and employees, in any such action, the Western DuPage Chamber of Commerce (name of organization) at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the Western DuPage Chamber of Commerce (name of organization).

Agreed this 15 day of April, 2022

Western DuPage Chamber of Commerce

Name of Organization

David J. Sabathne

Print Name of Authorized Person



Signature of Authorized Person

President / CEO

Title

The Organization and the authorized signatory below agree to inform the City of West Chicago of any changes in the application at least thirty (30) days prior to the event. *Please note: Final approval of this event is pending satisfactory completion of Certificate of Insurance requirements.*

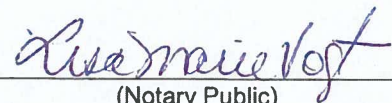
Signatory agrees to abide by all requirements of the Special Events Policy, including compliance with the State of Illinois Firearm Concealed Carry Act.

***All applications must be signed and notarized.**

Western DuPage Chamber of Commerce David J. Sabathne 4/15/2022
(Name of Organization) (Print Name of Signatory) (Date)

By 
(Authorized Signatory)




(Notary Public)

Signed and sworn to before me this 15th day of April, 2022.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services or scheduling of other events.**

The City of West Chicago reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver all completed items to:
City of West Chicago
Attn: Community Development – Special Events
475 Main Street
West Chicago, IL 60185

FOR OFFICE USE ONLY

Based on the information which has been submitted and contingent upon approval of any necessary inspections the day of the event, the request for a permit has been:

Approved Permit No. _____

Authorized Signature

Title Date

<input type="checkbox"/> Denied Remarks: _____ _____ _____
--

2022, West Chicago Railroad Days

July 7 - 10

Narrative

2022 will see the return of West Chicago Railroad Days following 2-years of cancellations due to the global Covid pandemic. While much of the past restrictions have been lifted, additional care will be given to keep the public safe and all guidelines from the CDC and the State health organizations will dictate how the festival might operate.

West Chicago Railroad Days is the most popular event of the year sponsored by the City of West Chicago. It has become a favorite activity in early July for both residents and visitors. Much of the popularity is the atmosphere of the event and the many attractions.

The carnival, free concerts, food and merchant vendors and the beer garden work well to provide a family environment. Pioneer Park also has a splash pad and walking trails that visitors enjoy while spending the day at the festival or to simply take a break away from the activities.

For 2022, the parade will return, and we are very excited that a fireworks display has been scheduled by the City for Saturday evening. Another addition in 2022 will be the Western DuPage Chamber of Commerce scholarship dinner to be held Thursday evening and co-hosted by the Tony Reyes Family Foundation.

Most Bands have been signed and the infrastructure necessary to support such a major event have been secured, stage, generators, sanitation and of course a carnival contract has been secured with Fantasy Amusements. We will begin marketing on radio, cable TV as we near the event. Social media plays a much larger role, and we will again have a robust marketing campaign for the event.

Together is the theme for the 2022 West Chicago Railroad Days Parade and celebrating together is something I think we all need and deserve.

Respectfully,

David J Sabathne, President

2022 West Chicago Railroad Days

Request for City Services

As per our contract and application requirements, the Western DuPage Chamber of Commerce wishes to make a formal request for the following City services regarding the 2017 West Chicago Railroad Days.

Tuesday July 5th :

Water meter hook: by Tuesday July 5th

Dumpster delivered to area near east end of parking lot on North edge of park: see map

Wednesday July 6th

Preliminary site inspection for equipment and ride license verification and general safety inspection

Thursday July 7th

Inspection of festival to provide necessary approvals to open/operate: Approximate time of 2 PM

Police services for security and general event visibility: 4 PM to 10:30 PM

Friday July 8th

Police services for security and general event visibility: 4 PM to 11:30 PM

Saturday July 9th

Police services for security and general event visibility: Noon to Midnight

Sunday July 10th

EARLY AM: No Parking signs posted on parade staging area and parade route: see attached map

Rolling street closures during parade to kick off at 1 PM: ESDA, Public Works and Police as deemed necessary by city staff

Police services for security and general event visibility: 3 PM to 10:30 PM

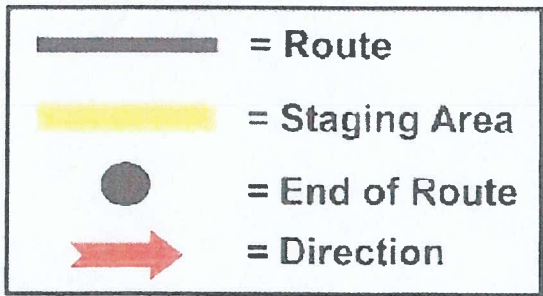
Monday July 11th

Removal of water meters from two locations at approximately 3 PM

Pick-up of barricades

Final Dumpster Removal NO SOONER THAN 2pm

In addition to above, would like to have Railroad Days advertising on City sign at 59 and Main Street and assistance from staff to provide written summary of event for future improvements



WEST CHICAGO RAILROAD DAYS PARADE ROUTE

Parade begins at Ingalton & Elmwood Streets
and ends at National & Arbor Streets



Chamber of Commerce

2022 RAILROAD DAYS PARADE SUNDAY, JULY 10 AT 1 PM

The Western DuPage Chamber of Commerce is proud to host the
Railroad Days Parade on Sunday, July 10th at 1 pm

This Year's Theme: **TOGETHER**

TOGETHER has new meaning today. During COVID we weren't able to gather in the usual ways. Now that we are able to gather and celebrate together, we appreciate it in a whole new way! Show us what TOGETHER means with your float or parade unit.

- The parade groups assemble at 12 pm
- Step-off time is 1 pm sharp!
- The parade route is approximately 1 mile in length

We hope you will join us for the Railroad Days Festival (July 7-10) featuring carnival rides & games, live music, spectacular fireworks, and great food and fun.

AWARDS WILL BE PRESENTED IN THE FOLLOWING CATEGORIES:

HERITAGE AWARD

entry with the most enthusiasm and spirit

TURNER AWARD

entry with the most unique, creative, and understanding of a business/organization

GRAND MARSHAL AWARD

entry that best demonstrates the parade theme

- ✓ Please read the following **RULES & GUIDELINES** which all participants must follow.
- ✓ Return the following by **May 24, 2022**:
 - **RAILROAD DAYS PARADE APPLICATION**
 - **WAIVER AND HOLD HARMLESS AGREEMENT**
 - **NARRATIVE**

Questions? Contact the Western DuPage Chamber at team@westerndupagechamber.com or 630-231-3003. Line-up information will be sent to the email address on the application.

Contract Participants: We have limited space and budget. You will be notified within three weeks if your application was accepted or not.



Chamber of Commerce

2022 RAILROAD DAYS PARADE SUNDAY, JULY 10 AT 1 PM

RULES & GUIDELINES *(retain for future reference)*

4 SIMPLE RULES

We want everyone to safely enjoy the parade and have fun!

- ✓ **HANDOUTS:** items to be distributed during the parade must be approved in advance.
 - On your application include a list of what you will be distributing and please keep in mind that these items often end up in the hands of small children.
 - Approved items should be handed out, not thrown. For your safety and the safety of the children, we ask you to walk alongside the curb when distributing approved items. We do not want children running into the street in front of parade vehicles.
- ✓ **NO WATER DEVICES:** all water devices are prohibited.
- ✓ **NO ALCOHOLIC BEVERAGES:** use or possession of alcoholic beverages by participants is prohibited.
- ✓ **NO SMOKING:** please refrain from smoking or vaping during the parade.

GUIDELINES:

- Step-off is promptly at 1 pm from the corner of Ingaltan and Elmwood Streets.
- Parade units must assemble at their assigned location by 12 pm. Parade participants that have not assembled 15 minutes before step-off will not be allowed to participate and will be asked to leave (*no exceptions*).
- Maintain even spacing between units (*not more than 20 feet*). Please advise us if special spacing is required. Motor vehicles must be operated in a responsible manner.
- "Antique" vehicle entries must be 25 years or older. Newer model entries will be limited to 10 vehicles at the discretion of the parade committee.
- Animal Entries: **MUST PROVIDE THEIR OWN CLEAN-UP CREW!**
- Line-up positions will be determined by the Chamber of Commerce. We will attempt to accommodate requests as possible based upon special needs (not everyone can be in the front of the parade).
- Those requesting an honorarium, please line up at your designated starting location. We will bring your checks to you.

Note that violation of the rules and guidelines will result in immediate removal from the parade and will exclude your participation in future Railroad Days parades.

Let's have a great parade!



Chamber of Commerce

2022 RAILROAD DAYS PARADE
SUNDAY, JULY 10 AT 1 PM

RAILROAD DAYS PARADE APPLICATION

Return completed application by: **TUESDAY, MAY 24**

306 Main Street, West Chicago, IL 60185

team@westerndupagechamber.com

Organization _____

Contact Person _____

Primary Phone (_____) _____ Mobile (_____) _____

Email Address _____

Street Address _____

City _____ State _____ Zip _____

Sponsoring Organization _____

Type & size of parade entry _____
(float, walking unit, auto club, etc)

Space Needed (10', 25', 50', etc) _____ feet

Will Your Entry Make Sounds? NO YES What Type of Sound _____

Will You Be Handing Out Anything NO YES Description of Handout _____

Are You Requesting an Honorarium? NO YES \$ _____

Applicant acknowledges receipt of the PARADE RULES & GUIDELINES and accepts them as part of the application. To be considered, only applications with the following items attached will be accepted:

- PRINTED NARRATIVE (a brief description of your organization)
- WAIVER AND HOLD HARMLESS AGREEMENT

The applicant further agrees to accept all future modifications in the PARADE GUIDELINES & RULES made and communicated, or in the alternative, to withdraw its application in writing.

Signature _____ Date _____

*** NOTE: receipt of this application does not constitute acceptance, nor does it constitute a contract for your participation. You will be contacted regarding acceptance. This is a no-charge parade, however all donations are accepted by the Western DuPage Chamber of Commerce.**



Chamber of Commerce

2022 RAILROAD DAYS PARADE
SUNDAY, JULY 10 AT 1 PM

WAIVER AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the undersigned hereby agrees to defend, Indemnify and hold harmless the City of West Chicago, Western DuPage Chamber of Commerce, West Chicago Fire Protection District, and the West Chicago Park District its officials, agents and employees, against all injuries, death, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the City of West Chicago, Western DuPage Chamber of Commerce, West Chicago Fire Protection District, and the West Chicago Park District its officials, agents and employees, arising in consequence of participation in the activities relating to the Railroad Days Celebration/Parade to be held July 10, 2022, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, Western DuPage Chamber of Commerce, West Chicago Fire Protection District, and the West Chicago Park District its agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgments shall be rendered against the City of West Chicago, Western DuPage Chamber of Commerce, West Chicago Fire Protection District, and the West Chicago Park District its officials, agents and employees, in any such action, the undersigned at its own expense, will satisfy and discharge the same. The invalidity or unenforceability of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the:

Name of Business/Organization _____

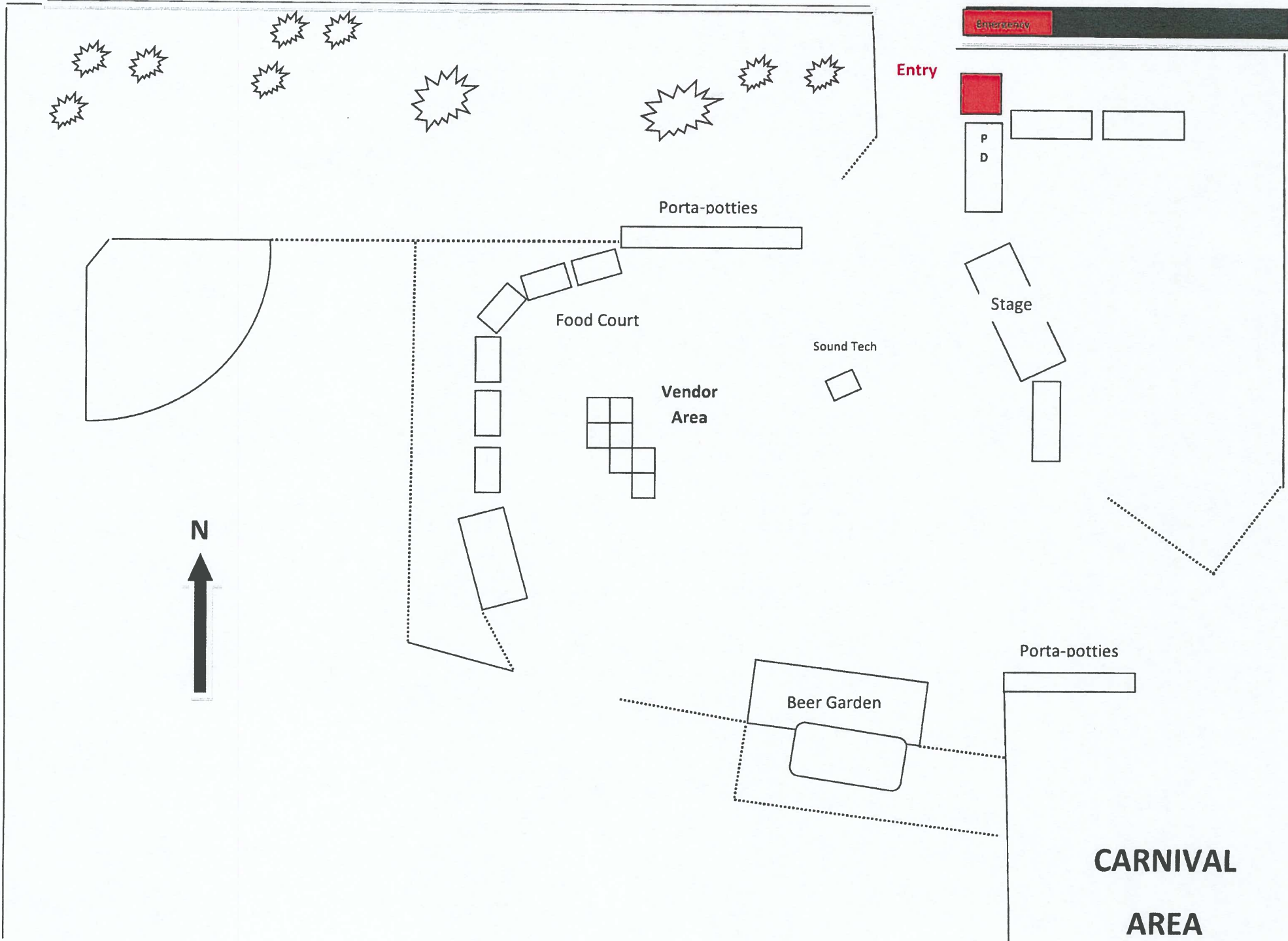
Agreed this _____ day of _____, 2022

Signature of Participant _____

Printed Name _____

Title _____

*** NOTE: Waiver and Hold Harmless Agreement MUST BE SIGNED before you can participate in the parade.**

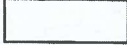


Emergency

Entry



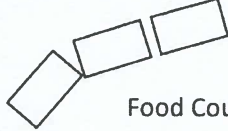
P
D



Porta-potties



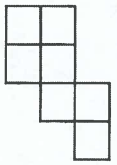
Food Court



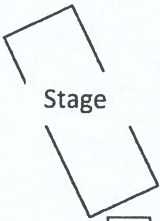
Sound Tech



Vendor Area



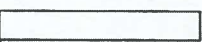
Stage



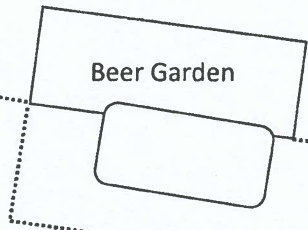
N



Porta-potties

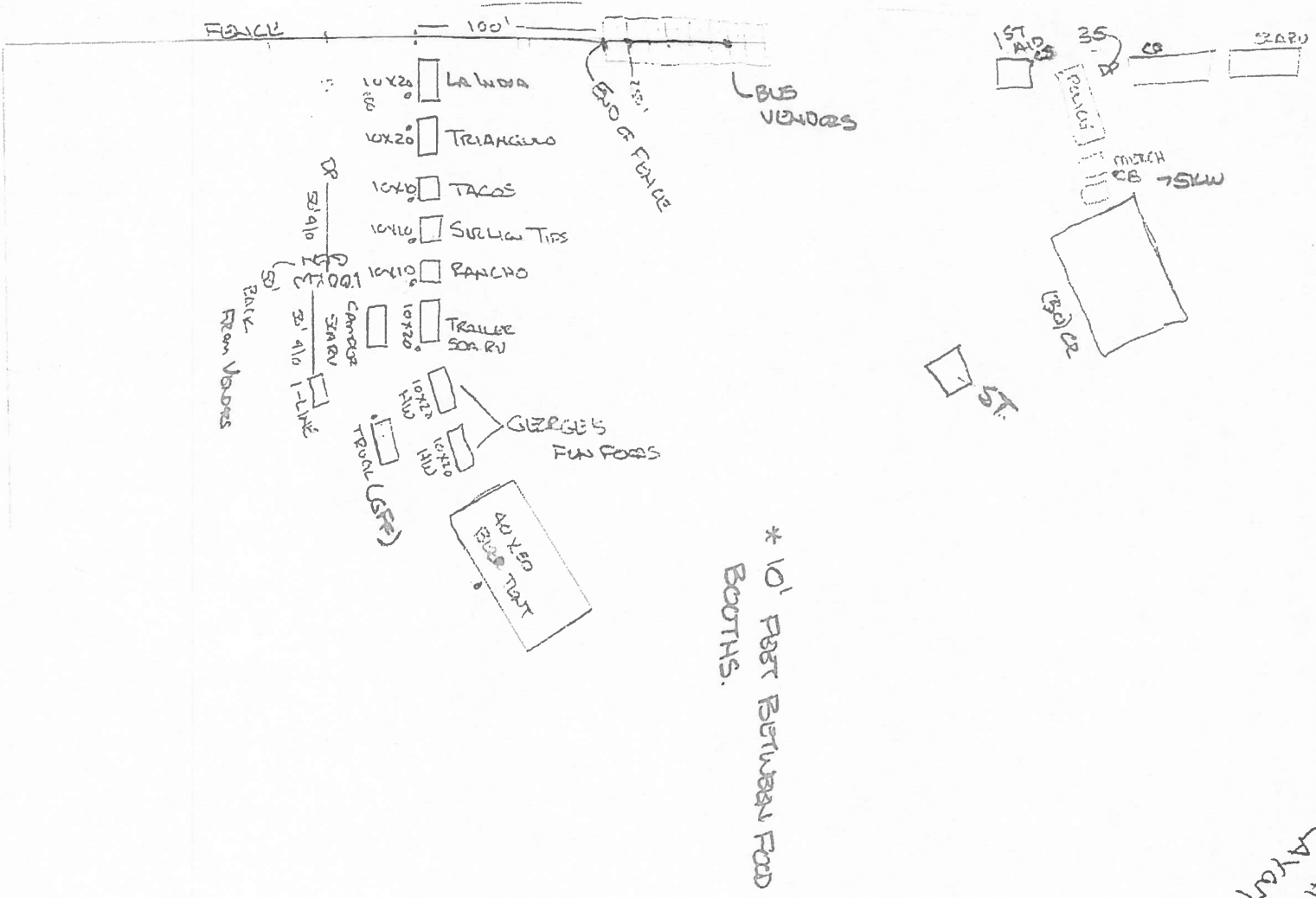


Beer Garden



CARNIVAL
AREA

Gen Power
Generators
Layout
2022



PROPOSED
2022 RAILROAD
DAYS LAYOUT

Illinois BASSET SELLER / SERVER CERTIFICATION


Trainee Name: David J Sabathne

Certificate #: 000020299524

Date of Completion: 04/04/2022

School Name:

360training.com dba Learn2Serve

I, 
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

**learn²
serve**

Corporate Headquarters

5000 Plaza on the Lake, Suite 305

Austin, TX 78746

Phone: 877.881.2235

Western DuPage



Chamber of Commerce

2022 RAILROAD DAYS

EXHIBITOR APPLICATION

RAILROAD DAYS APPLICATION & AGREEMENT



The Western DuPage Chamber of Commerce as a manager of the 2022 West Chicago Railroad Days Festival and Exhibitor/Vendor agree to the terms and conditions of the agreement. The Exhibitor/Vendor shall sell only the products specified and approved in this agreement at Pioneer Park during the 2022 Railroad Days event.

Date & Times of the Railroad Days 2022 festival are as follows:

Thursday, July 7, 2022	4:30 pm - 10:00 pm
Friday, July 8, 2022	4:30 pm - 11:00 pm
Saturday, July 9, 2022	Noon - 11:00 pm
Sunday, July 10, 2022	2:30 pm - 10:00 pm

ARTICLE 1: Exhibitor/Vendor: Contact and Product Information

Company Name: _____

Contact: _____ Phone: (____) _____ Fax (____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail(s): _____

Description of products/items that will be distributed (including prices, if applicable):
(If you need more space to write down additional items, please use the additional page section on application.)

- | | |
|--------------------|--------------------|
| 1) _____ \$ _____ | 2) _____ \$ _____ |
| 3) _____ \$ _____ | 4) _____ \$ _____ |
| 5) _____ \$ _____ | 6) _____ \$ _____ |
| 7) _____ \$ _____ | 8) _____ \$ _____ |
| 9) _____ \$ _____ | 10) _____ \$ _____ |
| 11) _____ \$ _____ | 12) _____ \$ _____ |
| 13) _____ \$ _____ | 14) _____ \$ _____ |

A) Food and/or Beverage Sales: the sale of food and/or beverages is limited to Approved Food Vendors. No Exhibitor or Vendor may sell any food or beverage without the prior written consent of the Western DuPage Chamber of Commerce and 2022 Railroad Days Committee. **No Exceptions!**

Electrical Requirements:

- This section must be complete and accurate. In order to ensure that all Exhibitors/Vendors have enough electricity, we must have all of your information. Any application that is not completed will not be accepted. **NOTE:** No changes will be allowed the day of the event, only requested electrical requirements would be supplied.
- Vendors are solely responsible for their own heavy-duty extension cords (#123-prong conductor).
- Vendor will be provided one 110 outlet; additional 110 outlets will be charged at \$50 each.
- List each electrical need individually. If necessary, please use the reverse side for any additional needs.

A) Types of application (Need)	Qty.	Volts	Watts	Amps	Outlet need
1) _____	_____	_____	_____	_____	<input type="checkbox"/> 110 Outlet
2) _____	_____	_____	_____	_____	<input type="checkbox"/> Additional Outlets needed <i>(see fees)</i>
3) _____	_____	_____	_____	_____	

B) Total number of outlets needed: (REQUIRED): _____

ARTICLE II – Rules & Compliance

- 1) This application must be completed and received by the Western DuPage Chamber of Commerce, not later than **Wednesday, June 22nd at 12:00 Noon** and shall not be in effect until accepted by the Western DuPage Chamber of Commerce.
- 2) Please send your application to:

Western DuPage Chamber of Commerce
306 Main Street
West Chicago, IL 60185
Email: team@westerndupagechamber.com
- 3) This agreement must be submitted along with the following:
 - a) All Fees (per attached fee schedule).
 - b) See Attached Insurance requirements!
- 4) Vendor must remain open from the beginning of the event until the end of the event each day.
- 5) Vendor site must be kept clean and garbage discarded properly.
- 6) Vendors must supply their own sign with their name and prices on it.

ARTICLE III - Agreement

The Western DuPage Chamber of Commerce reserves the absolute right to terminate the Agreement in the event the vendor sells or attempts to sell any product or service other than those specified in Article I or breaches any of the terms and conditions contained in Article II or the rules and regulations for Railroad Days 2022 Exhibitor/Vendor Agreement. In the event the Western DuPage Chamber of Commerce terminates this agreement, the Exhibitor/Vendor shall immediately forfeit the security deposit and all fees paid, cease any activities at Railroad Days 2022 and remove all equipment, personnel and other property from Pioneer Park.

I have read and understand the above agreement.

Exhibitor/Vendor: _____
(Please Print Company Name)

Signature: x _____ Date: _____

(Staff Use Only)

Accepted by: _____ Date: _____
Please keep a copy of the completed application for your records.

VENDOR INDEMNITY AGREEMENT:

As a part of your participation in Railroad Days 2022, the below vendor hereby agrees to indemnify and hold harmless the City of West Chicago, its officials, employees, agents and volunteers who are listed as additional insured; the Western DuPage Chamber of Commerce, West Chicago Park District and the West Chicago Fire Protection District against any and all claims, suits, cost, damages and expenses at Railroad Days 2022 they may sustain by reason of any acts of omission by the below vendor and/or employees, associates, affiliates and/or partners of the below vendor. The below vendor agrees to pay any judgment or settlement resulting from such suit, demean or claim, and to pay all reasonable attorney fees incurred by the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, or the West Chicago Fire Protection District in defending against such suit, demean or claim. In the event of any dispute between the vendor, the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, and the West Chicago Fire Protection District concerning the terms of this indemnity agreement, it is hereby understood and agreed that the proper venue for litigating any such dispute is DuPage County, Illinois.

Company Name (printed): _____

Signature Name (printed): _____ Date: _____

Signature: x _____ Date: _____

Street Address: _____ City: _____

State: _____ Zip Code: _____ Phone: (_____) _____

(Staff Use Only)

ACCEPTED BY: _____ DATE _____
(Western DuPage Chamber of Commerce Only)

ARTICLE IV - Payment

The following Fees Apply to all Vendors participating in the 2022 Railroad Days festival on July 7-10, 2022.

Exhibitor Booth Rental: Fee..... \$ 395.00

Electricity: (One 110 Outlet provided)

Additional 110-outlet _____ x \$50.00 ea. \$ 0.00

SUBTOTAL \$ 395.00

Western DuPage Chamber Members & West Chicago Business Discount

None \$100 discount if applicable LESS \$ 0.00

TOTAL AMOUNT \$ 395.00

MAKE CHECKS PAYABLE TO: **WESTERN DUPAGE CHAMBER OF COMMERCE**

Mailing address: Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Phone: 630-231-3003
Email: team@westerndupagechamber.com

No checks will be accepted without a completed vendor agreement and no vendor is considered to have been accepted as a participant in the 2022 Railroad Days event until receiving an Approval email from the 2022 Railroad Days Committee of the Western DuPage Chamber of Commerce.

Credit Card:

Enter the complete credit card number: _____

Expiration Date: _____ CVS (#): _____ Payment Amount: \$ 395.00

Billing Address for Credit Card:

Street: _____

City: _____ State: _____ Zip Code: _____

I authorize Western DuPage Chamber of Commerce to charge the above credit card for the amount noted above.

Cardholder Name (printed): _____ Date: _____

Cardholder Signature: _____

Once credit card is processed for payment, we immediately destroy the original application and any digital copies. For our vendor's security, no portion will be retained for our records.

ARTICLE V – Insurance Requirements

2022 West Chicago Railroad Days Insurance

Additional Insured: Endorsement Requirement

The City of West Chicago, as the Major Sponsor of the 2022 Railroad Days Festival requires that the following statement appear on all certificates of insurance:

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

***See sample of an acceptable certificate below.**

Please provide this information to your insurance carrier to avoid any potential problems that would result in an unacceptable certificate being submitted and the rejection of your participation in this community event.

Additional Comments:

Checklist:

- Products/Items Identified with Pricing
- Electrical Requirements Added
- Certificate of Insurance Submitted
- Vendor & Indemnity Agreement Signed

Print Button

Save Button

Email Button

Vendors will be notified on the acceptance/rejection of application and items by email. Approved terms will be outlined in email as well as setup times, parking information/permits, & procedures. If you submitted your application and have not heard back from the Western DuPage Chamber of Commerce, please contact our office at 630-231-3003 or email us at Team@WesternDuPageChamber.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

PRODUCER Your Insurance Company	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name and Address	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Policy Number	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, Its officials, employees, agents and volunteers.

CERTIFICATE HOLDER Western DuPage Chamber of Commerce 306 Main Street West Chicago, IL 60185	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

Western DuPage



Chamber of Commerce

2022 RAILROAD DAYS FOOD VENDOR APPLICATION

RAILROAD DAYS APPLICATION & AGREEMENT



The Western DuPage Chamber of Commerce as a manager of the 2022 West Chicago Railroad Days Festival and Food Vendor agree to the terms and conditions of the agreement. The Food Vendor shall sell only the products specified and approved in this agreement at Pioneer Park during the 2022 Railroad Days event.

Date & Times of the Railroad Days 2022 festival are as follows:

Thursday, July 7, 2022	4:30 pm - 10:00 pm
Friday, July 8, 2022	4:30 pm - 11:00 pm
Saturday, July 9, 2022	Noon - 11:00 pm
Sunday, July 10, 2022	2:30 pm - 10:00 pm

ARTICLE 1: Food Vendor: Company/Product Information & Electrical Requirements

Company Name: _____

Contact: _____ Phone: (____) _____ Fax (____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail(s): _____

Description of products/items that will be sold (including prices if applicable):
(If you need more space to write down additional items, please use the additional page section on application.)

- | | |
|--------------------|--------------------|
| 1) _____ \$ _____ | 2) _____ \$ _____ |
| 3) _____ \$ _____ | 4) _____ \$ _____ |
| 5) _____ \$ _____ | 6) _____ \$ _____ |
| 7) _____ \$ _____ | 8) _____ \$ _____ |
| 9) _____ \$ _____ | 10) _____ \$ _____ |
| 11) _____ \$ _____ | 12) _____ \$ _____ |
| 13) _____ \$ _____ | 14) _____ \$ _____ |
| 15) _____ \$ _____ | 16) _____ \$ _____ |

Beverage Sales: SOFT DRINKS OR WATER MAY BE SOLD BY ANY FOOD VENDOR during Railroad Days Festival 2022. **NO GLASS CONTAINERS.**

Vendor may provide any other non-alcoholic beverage, i.e. lemonade, ice tea etc. In any size and price, as long as it is not in a glass container.

A) Will you provide soda? Yes No

B) Will you provide other beverages? Yes No Specify: _____

C) Will you require 20-lb bags of ice? Yes No Qty: _____ X \$7.50 each.

Ice must be reserved & paid for with this application!

Vendors will be notified on the acceptance/rejection of application and food items by email. Approved food items will be outlined in email as well as setup times, parking information/ permits, & procedures. If you submitted your application and have not heard back from the Western DuPage Chamber of Commerce, please contact our office at 630-231-3003 or email us at Team@WesternDuPageChamber.com

Electrical Requirements:

- This section must be complete and accurate. In order to ensure that all Food Vendors have enough electricity, we must have all of your information. Your application will not be accepted unless it is complete.
- No changes will be allowed the day of the event, only requested electrical requirements will be supplied.
- Vendors are solely responsible for their own heavy-duty extension cords (#123-prong conductor).
- Vendor will be provided one 110 outlet; additional 110 outlets will be charged at \$50 each.
- Vendors who need 220 outlets will be charged \$150.00 per 220 outlet.
- Please list each electrical need individually. If necessary, use the additional page for any additional needs. Direct Connect Available on-site only, call for quote!

A) Types of application (Need)	Qty.	Volts	Watts	Amps	Outlet Type (220 or 110)	
1) _____	_____	_____	_____	_____	<input type="checkbox"/> 110	<input type="checkbox"/> 220
2) _____	_____	_____	_____	_____	<input type="checkbox"/> 110	<input type="checkbox"/> 220
3) _____	_____	_____	_____	_____	<input type="checkbox"/> 110	<input type="checkbox"/> 220
4) _____	_____	_____	_____	_____	<input type="checkbox"/> 110	<input type="checkbox"/> 220
5) _____	_____	_____	_____	_____	<input type="checkbox"/> 110	<input type="checkbox"/> 220

B) Total number of outlets needed: (REQUIRED): _____

C) Total number of 20 Amp circuits needed: (REQUIRED): _____

Parking, RV, Trailers & Other Storage Units:

D) On-Site trailers, motor homes, RV, or other storage units must register and pay for space and electric service prior to arrival. Parking of these units is not allowed anywhere on park property without the expressed written consent of the Western DuPage Chamber of Commerce. 1) Parking of self-contained units (no water or electric hook-up) \$100.00. 2) Parking of storage, RV or other unit (needing water) \$125.00. 3) *Electric service to RV or another temporary unit. \$175.00.

() most RV s or storage units can operate on 110 or 220 volts with a standard plug. If direct connect or special power or plug is required, every attempt will be made to accommodate but there are no guarantees that the necessary hook-up will be available. No refunds will be provided so please make sure you are prepared to provide these at time of installation by our generator contractor. They will not return to hookup power after they have left the site.*

1) <input type="checkbox"/>	Yes, I need Parking for <u>None</u>	@ \$100.00 per unit =	\$ 0.00	<i>Example: RV requiring 220 volt electric & water for 4-days will be \$300.00 (\$125.00 + \$175.00)</i>
2) <input type="checkbox"/>	Yes, I need Parking & Water for <u>None</u>	@ \$125.00 per unit=	\$ 0.00	
3) <input type="checkbox"/>	Yes, I need Additional Electric for <u>None</u>	@ \$175.00 per unit=	\$ 0.00	

ARTICLE II - Rules & Compliance

1. This application must be completed and received by the Western DuPage Chamber of Commerce, not later than Friday, June 17th at 12:00 Noon and shall not be in effect until accepted by the Western DuPage Chamber of Commerce.
2. Please send your application to: **Western DuPage Chamber of Commerce**
306 Main Street,
West Chicago, IL 60185
Email: team@westerndupagechamber.com
3. This agreement must be submitted along with the following:
 - a) All Fees (per attached fee schedule).
 - b) See Attached Insurance requirements!
4. Vendor must remain open from the beginning of the event until the end of the event each day.
5. Vendor site must be kept clean, and garbage discarded properly. Discarded food shall not be left on site after event. Cleaning up fees will be billed to vendor and vendor may be refused future participation in Railroad Days festivals.
6. Vendors must supply their own sign with their name and prices (if applicable) on it.
7. Vendor is solely responsible for compliance with the DuPage County Health Department regulations. This year's Railroad Days Health inspector is: *(click the logo to visit website.)*



Contact: Rick Johnson
Main Phone: (630) 682-7400
Cell: (630) 541-7181
Email: rjohnson@dupagehealth.org

ARTICLE III - Agreement

The Western DuPage Chamber of Commerce reserves the absolute right to terminate the Agreement in the event the vendor sells or attempts to sell any product or service other than those specified in Article I or breaches any of the terms and conditions contained in Article II or the rules and regulations for Railroad Days 2022 Exhibitor/Vendor Agreement. In the event the Western DuPage Chamber of Commerce terminates this agreement, the Exhibitor/Vendor shall immediately forfeit the security deposit and all fees paid, cease any activities at Railroad Days 2022 and remove all equipment, personnel and other property from Pioneer Park.

I have read and understand the above agreement.

Exhibitor/Vendor: _____
(Please Print Company Name)

Signature: _____ Date: _____

(Staff Use Only)

Accepted by: _____ Date: _____

Please keep a copy of the completed application for your records.

VENDOR INDEMNITY AGREEMENT:

As a part of your participation in Railroad Days 2022 the below vendor hereby agrees to indemnify and hold harmless the City of West Chicago, its officials, employees, agents and volunteers who are listed as additional insured; the Western DuPage Chamber of Commerce, West Chicago Park District and the West Chicago Fire Protection District against any and all claims, suits, cost, damages and expenses at Railroad Days 2022 they may sustain by reason of any acts of omission by the below vendor and/or employees, associates, affiliates and/or partners of the below vendor. The below vendor agrees to pay any judgment or settlement resulting from such suit, demean or claim, and to pay all reasonable attorney fees incurred by the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District or the West Chicago Fire Protection District in defending against such suit, demean or claim. In the event of any dispute between the vendor, the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, and the West Chicago Fire Protection District concerning the terms of this indemnity agreement, it is hereby understood and agreed that the proper venue for litigating any such dispute is DuPage County, Illinois.

Company Name (printed): _____

Signature Name (printed): _____ Date: _____

Signature: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

(Staff Use Only)

Accepted by: _____ DATE: _____

(Western DuPage Chamber of Commerce Only)

ARTICLE IV – Insurance Requirements

2022 West Chicago Railroad Days Insurance

Additional Insured: Endorsement Requirement

The City of West Chicago, as the Major Sponsor of the 2022 Railroad Days Festival requires that the following statement appear on all certificates of insurance:

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

***See sample of an acceptable certificate below.**

Please provide this information to your insurance carrier to avoid any potential problems that would result in an unacceptable certificate being submitted and the rejection of your participation.

Additional Comments:

Checklist:

- Foods & Beverages Listed with Prices.
- Electrical & On-Site Needs Requested.
- Contacted the DuPage County Health Department.
- Certificate of Insurance Submitted.
- Vendor & Indemnity Agreements Signed.
- Meal Ticket Agreement Signed. *(optional)*

Save Button

Print Button

Email Button

ARTICLE V - Payment

Payments must be made in full before the first operation day of Railroad Days, starting Thursday, July 7th, 2022. Please contact Chamber staff if you have any questions regarding payments at 630-231-3003.

Food Booth Rental: 12x12 Booth Space \$ 995.00

On-Site Trailers, RV, or other Storage Unit(s) \$ 0.00

Electricity: (Two 110 Outlet provided) Additional 110-outlet _____ x \$50.00 ea. \$ 0.00

Additional 220-outlet _____ x \$150.00 ea. \$ 0.00

20 Lbs. Bags of Ice _____ x \$7.50 ea. \$ 0.00

SUBTOTAL \$ 995.00

Western DuPage Chamber Members & West Chicago Business Discount

None \$100 discount if applicable LESS \$ 0.00

AMOUNT \$ **995.00**

MAKE CHECKS PAYABLE TO: WESTERN DUPAGE CHAMBER OF COMMERCE

Mailing address: Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Phone: 630-231-3003 Fax: 630-231-3009

No checks will be accepted without a completed vendor agreement and no vendor is considered to have been accepted as a participant in the 2022 Railroad Days event until receiving an Approval email from the 2022 Railroad Days Committee of the Western DuPage Chamber of Commerce.

Credit Card:

Enter the complete credit card number: _____

Expiration Date: _____ CVS (#): _____ Payment Amount: \$ **995.00**

Billing Address for Credit Card:

Street: _____

City: _____ State: _____ Zip Code: _____

I authorize Western DuPage Chamber of Commerce to charge the above credit card for the amount noted above.

Cardholder Name (printed): _____ Date: _____

Cardholder Signature: _____

Once credit card is processed for payment, we immediately destroy the original application and any digital copies. For our vendor's security, no portion will be retained for our records.

Checklist VI – Food Vendor Meal Ticket Agreement

Meal ticket reimbursement program is designed to ensure food vendors who provide food to Police Officers, Fire Department, EMT Personnel, Volunteers, or Special Guests are properly reimbursed for the meals. The Western DuPage Chamber of Commerce manages these meal tickets (example below); and will have our signatures/Initials on the opposite side for security purposes.

Your Responsibilities:

Each meal ticket will be honored at **\$6.00** per ticket for anyone who wishes to exchange their ticket at your booth for a complete meal. In exchange we ask you to provide a complete meal for each ticket; drink (optional), main food item, and side item. For example, (hotdog, and bag of chips or equivalent). Please indicate what food items you are willing to provide in exchange for a meal ticket. Please provide two options.

- a) All items in the meal options must be given to the meal ticket holder.
- b) All meal vouchers must be submitted for reimbursement by **Sunday, July 10 at 9 PM** to staff.
- c) Verify that there are signatures/initials in the following area *(without the initials & stamp, the ticket is not valid and NO reimbursement will be made).*

Our Responsibilities:

We will provide meal tickets (example below) to our Police Officers, Fire Department, EMT Personnel, volunteers or special guests. Our staff will place a meal ticket examples at your booth to ensure that meal ticket recipients see you're a participant in the program.

- (a) We create a menu for volunteers, officers, guest, & staff; listing all participants and what is offered.

Notes:

- 1. No substitutions allowed.
- 2. Items purchased other than meal options must be paid for by employee, Police, Fire Dept., Volunteer or Guest.

Option #1 *(Example Only)*

Option #2 *(Example Only)*

Drink: None _____

Drink: Coke Products _____

Main Item: 2 (Beef, Pork, or Chicken) Tacos _____

Main Item: Hot Dog _____

Side Item: Spanish Rice _____

Side Item: Chips _____

Option #1

Option #2

Drink: _____

Drink: _____

Main Item: _____

Main Item: _____

Side Item: _____

Side Item: _____

As a Railroad Days food vendor, I have read and understand the terms of this agreement. By signing below I agree to the terms of this agreement and will honor meal tickets during the hours of operations.

Signature: _____ Date: _____

(front)



(back with initials/signature)



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Your Insurance Company	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Your Name and Address	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / ADD'L LTR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER Western DuPage Chamber of Commerce 306 Main Street West Chicago, IL 60185	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Western DuPage



Chamber of Commerce

2022 RAILROAD DAYS NON-PROFIT APPLICATION

RAILROAD DAYS APPLICATION & AGREEMENT



The Western DuPage Chamber of Commerce as a manager of the 2022 West Chicago Railroad Days Festival and Exhibitor/Vendor agree to the terms and conditions of the agreement. The Exhibitor/Vendor shall sell only the products specified and approved in this agreement at Pioneer Park during the 2022 Railroad Days event.

Date & Times of the Railroad Days 2022 festival are as follows:

Thursday, July 7, 2022	4:30 pm -10:00 pm
Friday, July 8, 2022	4:30 pm -11:00 pm
Saturday, July 9, 2022	Noon - 11:00 pm
Sunday, July 10, 2022	2:30 pm -10:00 pm

ARTICLE 1: Exhibitor/Vendor: Contact and Product Information

Company Name: _____

Contact: _____ Phone: (____) _____ Fax (____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail(s): _____

Description of products/items that will be distributed (including prices, if applicable):
(If you need more space to write down additional items, please use the additional page section on application.)

- | | |
|--------------------|--------------------|
| 1) _____ \$ _____ | 2) _____ \$ _____ |
| 3) _____ \$ _____ | 4) _____ \$ _____ |
| 5) _____ \$ _____ | 6) _____ \$ _____ |
| 7) _____ \$ _____ | 8) _____ \$ _____ |
| 9) _____ \$ _____ | 10) _____ \$ _____ |
| 11) _____ \$ _____ | 12) _____ \$ _____ |
| 13) _____ \$ _____ | 14) _____ \$ _____ |

8) Food and/or Beverage Sales: the sale of food and/or beverages is limited to Approved Food Vendors. No Exhibitor or Vendor may sell any food or beverage without the prior written consent of the Western DuPage Chamber of Commerce and 2022 Railroad Days Committee. **No Exceptions!**

Electrical Requirements:

- This section must be complete and accurate. In order to ensure that all Exhibitors/Vendors have enough electricity, we must have all of your information. Any application that is not completed will not be accepted. **NOTE:** No changes will be allowed the day of the event, only requested electrical requirements would be supplied.
- Vendors are solely responsible for their own heavy-duty extension cords (#123-prong conductor).
- Vendor will be provided one 110 outlet; additional 110 outlets will be charged at \$50 each.
- List each electrical need individually. If necessary, please use the reverse side for any additional needs.

A) Types of application (Need)	Qty.	Volts	Watts	Amps	Outlet needed
1) _____	_____	_____	_____	_____	<input type="checkbox"/> 110 Outlet
2) _____	_____	_____	_____	_____	<input type="checkbox"/> Additional outlets needed (<i>see fees</i>)
3) _____	_____	_____	_____	_____	

B) Total number of outlets needed: (REQUIRED): _____

ARTICLE II – Rules & Compliance

1) This application must be completed and received by the Western DuPage Chamber of Commerce, not later than **Wednesday, June 22nd at 12:00 Noon** and shall not be in effect until accepted by the Western DuPage Chamber of Commerce.

2) Please send your application to:

Western DuPage Chamber of Commerce
306 Main Street
West Chicago, IL 60185
Email: team@westerndupagechamber.com

3) This agreement must be submitted along with the following:

- a) All Fees (per attached fee schedule).
- b) See Attached Insurance requirements!

4) Vendor must remain open from the beginning of the event until the end of the event each day.

5) Vendor site must be kept clean and garbage discarded properly.

6) Vendors must supply their own sign with their name and prices (if applicable) on it.

ARTICLE III - Agreement

The Western DuPage Chamber of Commerce reserves the absolute right to terminate the Agreement in the event the vendor sells or attempts to sell any product or service other than those specified in Article I or breaches any of the terms and conditions contained in Article II or the rules and regulations for Railroad Days 2022 Exhibitor/Vendor Agreement. In the event the Western DuPage Chamber of Commerce terminates this agreement, the Exhibitor/Vendor shall immediately forfeit the security deposit and all fees paid, cease any activities at Railroad Days 2022 and remove all equipment, personnel and other property from Pioneer Park.

I have read and understand the above agreement.

Exhibitor/Vendor: _____
(Please Print Company Name)

Signature: x _____ Date: _____

(Staff Use Only)

Accepted by: _____ Date: _____
Please keep a copy of the completed application for your records.

VENDOR INDEMNITY AGREEMENT:

As a part of your participation in Railroad Days 2022, the below vendor hereby agrees to indemnify and hold harmless the City of West Chicago, its officials, employees, agents and volunteers who are listed as additional insured; the Western DuPage Chamber of Commerce, West Chicago Park District and the West Chicago Fire Protection District against any and all claims, suits, cost, damages and expenses at Railroad Days 2022 they may sustain by reason of any acts of omission by the below vendor and/or employees, associates, affiliates and/or partners of the below vendor. The below vendor agrees to pay any judgment or settlement resulting from such suit, demean or claim, and to pay all reasonable attorney fees incurred by the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District or the West Chicago Fire Protection District in defending against such suit, demean or claim. In the event of any dispute between the vendor, the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, and the West Chicago Fire Protection District concerning the terms of this indemnity agreement, it is hereby understood and agreed that the proper venue for litigating any such dispute is DuPage County, Illinois.

Company Name (printed): _____

Signature Name (printed): _____ Date: _____

Signature: x _____ Date: _____

Street Address: _____ City: _____

State: _____ Zip Code: _____ Phone: (_____) _____

(Staff Use Only)

ACCEPTED BY: _____ DATE _____
(Western DuPage Chamber of Commerce Only)

ARTICLE IV - Payment

The following Fees Apply to all Not-for-Profit Vendors participating in the 2022 Railroad Days festival on July 7-10, 2022.

Non-for-Profit Booth:

Fee..... \$ 150.00
Electricity: (One 110 Outlet provided)
Additional 110-outlet _____ x \$50.00 ea. \$ 0.00

SUBTOTAL \$ 150.00
TOTAL AMOUNT \$ **150.00**

MAKE CHECKS PAYABLE TO: **WESTERN DUPAGE CHAMBER OF COMMERCE**

Mailing address: Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Phone: 630-231-3003

No checks will be accepted without a completed vendor agreement and no vendor is considered to have been accepted as a participant in the 2022 Railroad Days event until receiving an Approval email from the 2022 Railroad Days Committee of the Western DuPage Chamber of Commerce.

Credit Card:

Enter the complete credit card number: _____

Expiration Date: _____ CVS (#): _____ Payment Amount: \$ **150.00**

Billing Address for Credit Card:

Street: _____

City: _____ State: _____ Zip Code: _____

I authorize Western DuPage Chamber of Commerce to charge the above credit card for the amount noted above.

Cardholder Name (printed): _____ Date: _____

Cardholder Signature: _____

Once credit card is processed for payment, we immediately destroy the original application and any digital copies. For our vendor's security, no portion will be retained for our records.

ARTICLE V – Insurance Requirements

2022 West Chicago Railroad Days Insurance

Additional Insured: Endorsement Requirement

The City of West Chicago, as the Major Sponsor of the 2022 Railroad Days Festival requires that the following statement appear on all certificates of insurance:

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

***See sample of an acceptable certificate below.**

Please provide this information to your insurance carrier to avoid any potential problems that would result in an unacceptable certificate being submitted and the rejection of your participation in this community event.

Additional Comments:

Checklist:

- Products Identified & Priced
- Electrical Requirements Addressed
- Certificate of Insurance Submitted
- Vendor & Indemnity Agreement Signed

[Print Button](#)

[Save Button](#)

[Email Button](#)

Vendors will be notified on the acceptance/rejection of application and items by email. Approved terms will be outlined in email as well as setup times, parking information/permits,& procedures. If you submitted your application and have not heard back from the Western DuPage Chamber of Commerce, please contact our office at 630-231-3003 or email us at Team@WesternDuPageChamber.com

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

PRODUCER Your Insurance Company	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Your Name and Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER **CANCELLATION**

Western DuPage Chamber of Commerce 306 Main Street West Chicago, IL 60185	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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City of West Chicago CARNIVAL PERMIT APPLICATION



THIS FORM MUST BE COMPLETED IN FULL BY CARNIVAL BUSINESS OWNER &
SUBMITTED 90 DAYS PRIOR TO THE EVENT

NOTE: A Special Event Permit Application shall be completed by the event coordinator in addition to the Carnival Permit Application and submitted to the City of West Chicago 90 days prior to the event. The form is available for download at www.westchicago.org/forms.

City of West Chicago
475 Main Street
West Chicago, IL 60185
(630) 293-2200

Applicant is: Corporation Partnership Individual

Legal Name of Business: Fantasy Amusement Company Inc.

Business Phone: 847-259-9090 Business Fax: N/A

Address of Business: 629 N. Forrest Ave. Arlington Heights, IL 60004

Applicant's Name: William Johnson Title: President

Applicant's Address: 629 N. Forrest Ave. Arlington Heights, IL 60004

Applicant's Phone: 847-259-9090 Applicant's Cell Phone: 847-271-9089

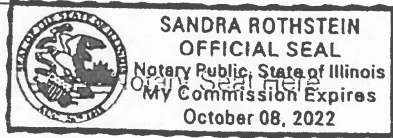
Applicant's Email Address: fac9090@comcast.net

Location/address where carnival will be operated: Pioneer Park 479 Forest Ave.

Dates of carnival operation: Start July 7, 2022 Close July 10, 2022

Estimate total number of employees* during event: 50

[Handwritten Signature]
Applicant's Signature
[Handwritten Signature]
(Notary Public Signature)



Signed and sworn to before me this 28th day of March, 2022.

***All employees, including those operating rides, games, amusement or food or beverage stalls, MUST submit to fingerprint background checks to be completed 21 days prior to the event. Contact the West Chicago Police Department at (630) 293-2222 to schedule fingerprinting.**

FOR OFFICE USE ONLY

Based on the information which has been submitted, the request for a permit has been:

Approved Denied Notes: _____

Authorized Signature – Police Dept. Representative _____ Date

Print Name

Authorized Signature – Community Dev. Representative _____ Date

Print Name

Number of fingerprint background checks completed: _____