WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT

I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **Ice Box Café / Tortas Locas.** This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.

A. The Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district. The Contractor understand and fully agrees that s/he will not be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Contractor's sole responsibility and not the Park District's. Also, it is understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Contractor will be solely responsible for his/her own actions. The Park District will in no way defend the Contractor in matters of liability.

B. It is the intention of the parties to create a non-exclusive independent contractor relationship. The Contractor may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.

C. The Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.

D. The Contractor acknowledges and agrees that s/he is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the contractor and those employees, if any, employed by him/her.

II. A. Services to be performed by Contractor include:
- Preparation, Cooking, and serving of menu items
- Contractor reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of both parties.

B. Results to be achieved by Contractor include:
- Contractor shall work in compliance with county health department rules and regulations with regard to hygienic preparation and service of food.

C. Days and hours of work to be performed by Contractor include:
- May 18, 2019 10A-6P
- May 19, 2019 10A-6P

D. Location(s) of work to be performed by Contractor include(s):
- Wheaton Park District Graf Park: 1855 Manchester Rd, Wheaton, IL 60187

E. Contractor's other responsibilities include:
- Provide WPD with a menu of items that will be sold.
- Provide WPD with a temporary food service permit that is issued by the DuPage County Health Department.

III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.

IV. The duration of this independent contractual agreement will be:

May 18, 2019 – May 19, 2019

V. A. Method of payment:

- Contractor makes 85% of the profit. Contractor will pay WPD 15% of the profit within 30 days of event via check.
- No minimum sales total guarantee
- No cancellation fees will be charged to the Park District if the event is cancelled due to weather.

B. The park district will report payments to an individual of $600 or more to the IRS on Form 1099-Misc. The Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.

VI. The contractor acknowledges and agrees that s/he is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to: N/A.

VII. The Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.

VIII. The Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars ($1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.

These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that s/he remains an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

X. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.

XIII. The Contractor acknowledges and agrees that s/he will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.

XIV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

XV. Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.

XVI. [Optional] Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor of other person on behalf of the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

XVII. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the Contractor.

XVIII. Other items: _____

Jesus Rosales
Authorized Signature of Contractor

JESUS ROSALES
Print Name

5/1/2019
Date

Authorized Signature

Michael J. Benard

5/9/19
Date

Please submit a current Certificate of Insurance with the following criteria:

- Wheaton Park District listed as Additionally Insured
- Wheaton Park District listed as Certificate Holder
- General Liability of $1,000.000/minimum

Wheaton Wings Spring Classic Soccer Tournament
May 18-19, 2019 -- Food Truck Application

Company Tortas Locas Phone (847) 364-4561

Contact Jesus Rosales Email

Address 1827 W. Algonquin City Mt. Prospect State IL Zip 60056

Electrical is not available. Please confirm your truck is self-contained.: ~~Yes~~ No (nc) will have electric @ Graf

Confirmation that a Certificate of Insurance will be obtained by May 1 2019: ☒ Yes ☐ No

Confirmation that a DuPage County Mobile Food Permit will be obtained by May 1 2019 and valid through the event date of Sunday May 19, 2019: ☒ Yes ☐ No

MENU ITEMS– Please list all items you plan on offering the evening of the event including soda and water (alcoholic beverage sales are not allowed):

Item 1: Hamburger Description: Price: $5.00

Item 2: Hot Dog Description: Price: $3.00

Item 3: Chips Description: Price: $1.00

Item 4: Candy Description: Price: $1.00

Item 5: Gatorade Description: Price: $2.00

Item 6: Water Description: Price: $1.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Derek Reiman	
StateFarm Derek Reiman State Farm 928 W Algonquin Rd Arlington Hts IL 60004	PHONE (A/C, No, Ext): 847-506-0172	FAX (A/C, No): 847-577-0431
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Farm Fire and Casualty Company	25143
INSURED Flores and Rosales Family Corporation DBA Ice Box Cafe 537 Ivory Ln Bartlett IL 60103	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		93-J6-H531-8	08/08/2018	08/08/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
Wheaton Park District
1777 S Blanchard
Wheaton, IL 60189

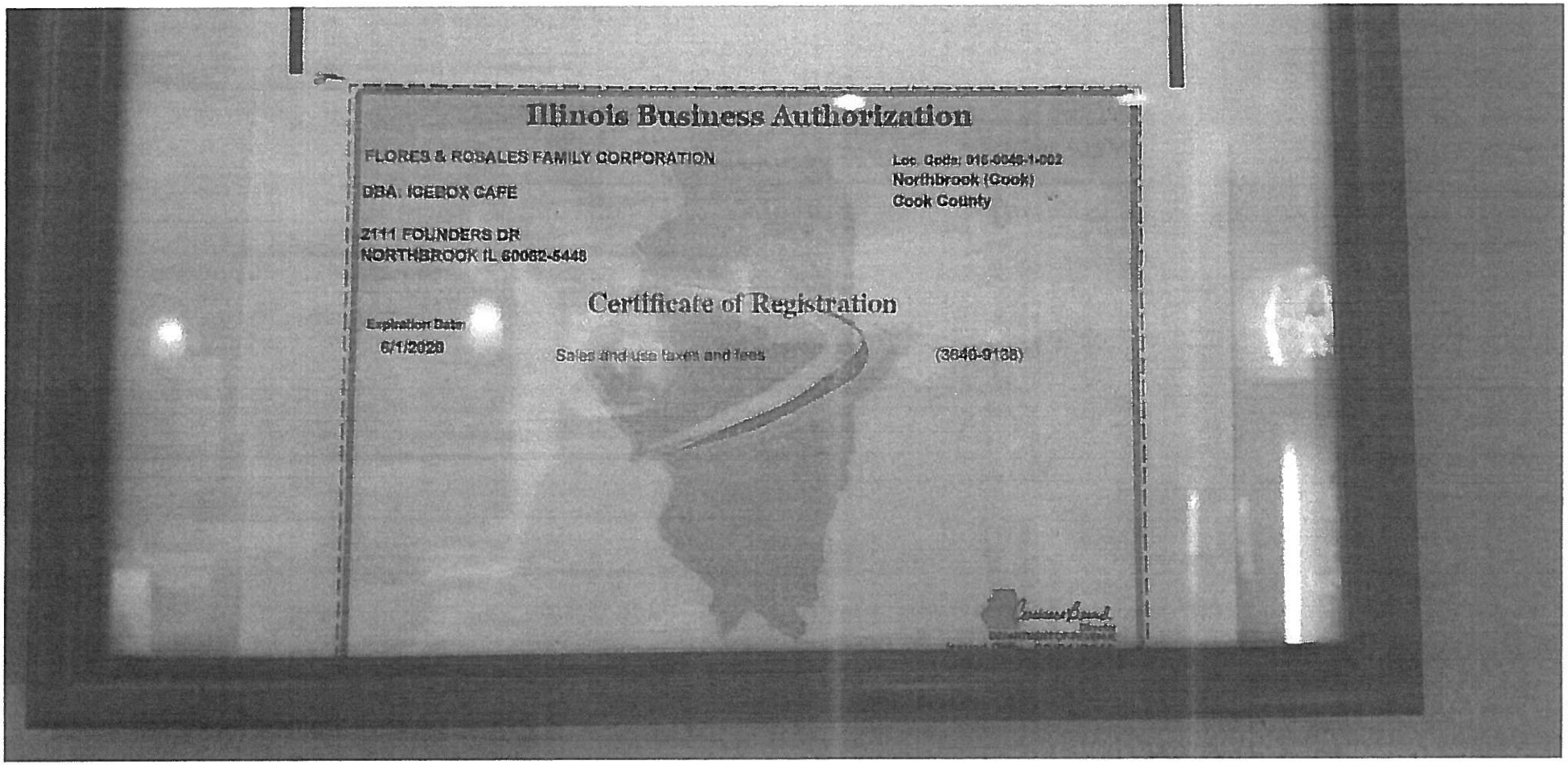
CERTIFICATE HOLDER

Wheaton Park District
1777 S Blanchard
Wheaton, IL 60169

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Illinois Business Authorization

FLORES & ROSALES FAMILY CORPORATION

DBA: ICEBOX CAFE

2111 FOUNDERS DR
NORTHBROOK IL 60062-5448

Loc. Code: 916-0045-1-002
Northbrook (Cook)
Cook County

Certificate of Registration

Expiration Date
6/1/2029

Sales and use taxes and fees

(3640-9138)

AR0011216
SR0028081
IN0024502

DUPAGE COUNTY HEALTH DEPARTMENT
111 North County Farm Road Wheaton Illinois 60187
(630) 682-7400
www.dupagehealth.org

Event Information				
Event Name: Wheaton Wings Spring Classic Soccer Tournament				
Location: Wheaton Park District Graf Park		City: 1855 Manchester Rd, Wheaton IL 60187		
Set Up Date: 5/17/19	Set Up Time: 2:00 PM	Event Times:		
Event Dates: Starting 5/17/19	Ending: 5/19/19			
Will be at this location for ____ days/dates. If not consecutive days list dates of business here:				
Date:	Date:	Date:	Date:	Date:

*This permit is only good for one location, for a maximum of the fourteen (14) days listed above.

Vendor Information			
Organization/Business Name: Flores & Rosales Family Corp / Dba Icebox Cafe			
Address: 2111 Founders Dr			
City: Northbrook	State: IL	Zip Code: 60062	
Phone #: (630) 501 5126	Fax #:		
Organization Chairperson/Business Owner: Jesus Rosales		Phone #: (630) 501 - 5126	

* Permit payment by cash, cashiers check or money order only. Permit fee is not refundable.

Applicant's Signature	Printed Name
Jesus Rosales	Jesus Rosales

Sanitarian's Signature	Printed Name

- Application and fee shall be received at least 10 days in advance of the event- Sanitarian must approve menu and booth questionnaire before a permit can be issued.
- Fee is payable by cash, cashier's check, money order or Visa/MasterCard at any Public Health Center office. Applications received less than the 10 days prior to the event opening date will be assessed a late fee equal to 25 % of the fee. The fee is nonrefundable.

For Office Use Only			
Permit Type:	☐ Food Festival	☐ School	☐ Other
San ID #:		Risk Type:	
Fee Type:		Fee Amount:	
For vendors using multiple booths note Booth #:			
Tax Exempt Number:		Tax Exempt Expiration Date: / /	
☐ Permit issued prior to event.		Receipt #:	

DuPage County Health Department
111 North County Farm Road
Wheaton, IL 60187
630-682-7400

INVOICE - FIRST NOTICE

TO FLORES & ROSALES FAMILY CORP / * DBA ICEBOX CAFE
2111 FOUNDERS DR
NORTHBROOK, IL 60062

Invoice ID	Date
IN0024502	5/7/2019

ATTN

RE

PLEASE RETURN INVOICE NOTICE WITH PAYMENT

Date	Program/ Element	Description	Amount
05/07/19	4027	Temporary Food Permit Type 2T Single Event	$ 128.00
05/07/19	9999	PAYMENT (CREDIT)	$ -128.00
		Total Due for This Invoice:	$ 0.00

1-30 Days	31-60 Days	61-90 Days	91-120 Days	121+ Plus	Account Amount Due
$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00