

**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 **Relish Food Truck**. 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 16, 2020 10A-6P
 - May 17, 2020 10A-6P
 - D. Location(s) of work to be performed by Contractor include(s):
 - Wheaton Park District Seven Gables Park: 1750 S Naperville Rd, Wheaton, IL 60189
 - Wheaton Park District Graf Park: 1855 Manchester Rd, Wheaton, IL 60187

Independent Contractor Agreement
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- 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 16, 2020 – May 17, 2020
- V. A. Method of payment:
 - Contractor makes 100% of sales during event.
 - 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.

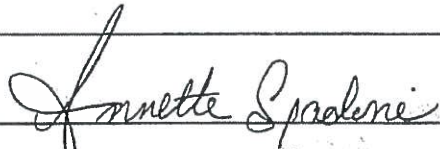
These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that s/he remains an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent 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 of 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 or 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.

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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: _____



Authorized Signature of Contractor

Relish Food Truck LLC

Print Name

10/15/19

Date



Authorized Signature


Michael J. Benard

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

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	R.C. Keller & Company 1325 Wiley Rd, Ste 136 Schaumburg, IL 60173	CONTACT NAME: Vicki Colletti PHONE (A/C, No, Ext): (847)907-4520 FAX (A/C, No): (847)637-1931 E-MAIL ADDRESS: vicki@keller-co.com
INSURED	Relish Food Truck, LLC 3830 Clipper Drive Hanover Park, IL 60133	INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Companies NAIC # 21415 INSURER B: EMC Insurance Companies INSURER C: Travelers Insurance 25615 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 4

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6D11955	10/08/2019	10/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	6E11955	10/08/2019	10/08/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB2P60174A	10/08/2019	10/08/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event: May 16-17, 2020 from 10am to 6pm
Locations: Wheaton Park District, Seven Gables Park, 1750 S Naperville Rd, Wheaton, IL 60189 and Wheaton Park District, Graf Park, 1855 Manchester Rd, Wheaton, IL 60187
Wheaton Park District is listed as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District 102 E. Wesley St. Wheaton, IL 60187	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 (VRC)
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ACORD 25 (2016/03)

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**Wheaton Wings Spring Classic Soccer Tournament
May 16-17, 2020 -- Food Truck Application**

Company Relish Food Truck LLC Phone 312-394-9037

Contact Annette Spadoni, and Carrie K Email hello@relishfoodtruck.com (Use spadoni@comcast.net)

Address 3830 Clipper Drive City Hanover Park State IL Zip 60133

Electrical is not available. Please confirm your truck is self-contained.: x ☒ Yes it is ☐ No

Confirmation that a Certificate of Insurance will be obtained by May 1 2020: ☒ X Yes ☐ No

Confirmation that a DuPage County Mobile Food Permit will be obtained by May 1 2020 and valid through the event date of Sunday May 17, 2020: ☒ X 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: Chicago-Style Hotdogs Description: Traditional Chicago dog Price: \$4.00

Item 2: Italian Beef Sandwich Description: Sliced beef in juice Price: \$7.00-8.00

Item 3: Italian Meatball Sandwiches Description: Italian meatballs in marinara Price: \$7.00

Item 4: Chips Description: _____ Price: \$1.00-2.00

Item 5: Pop, Coke, Sprite, Water Description: Cans of pop and bottled water Price: \$1.00

Item 6: Gatorade Description: _____ Price: \$2.00-3.00

NOV 1994

San Diego County Health Department
Professional Health Services

1630 649-7496

Expire

12/31/94

12/31/94

12/31/94

Transferable

0033



**DUPAGE COUNTY
HEALTH DEPARTMENT**
Everyone. Everywhere. Everyday

INSPECTION REPORT

NAME OF ESTABLISHMENT

RELISH FOOD TRUCK LLC

ADDRESS

3830 CLIPPER DR

CITY

HANOVER PARK

LICENSE HOLDER

ANNETTE SPADONI

PURPOSE OF
INSPECTION

LICENSURE

LICENSE NO.

PT0033804

RISK CATEGORY

Category II

ESTABLISHMENT #

PR0008819

STATUS

PASS

Measured Observations

No Measured Observations

Education and Field Visit Comments

Approved for use. Do not keep back door open unless an approved screen is installed.

Observations and Corrective Actions

Item Number	Unless otherwise noted: Priority (P) violations to be corrected within 72 hours, or corrected on site (COS). Priority Foundation (Pf) violations to be corrected within 10 days, or corrected on site (COS). All Core (C) violations to be corrected by next routine inspection (NRI)."	Correct By
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No Violations Cited

No Certifications Assigned or Verified

Person in Charge
(Signature)

Time of inspection: 9:20 am to 10:05 am

Inspector
(Signature)

Terri Aylward

Follow up date:

Date of inspection 08/30/2019

DAV06ACFS

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BUSINESS LICENSE
MISC FOOD DEALER
LICENSE EXPIRES 12/31/2020

License Number
4075

In pursuance of authority, and subject to the ordinances, and regulations in force and relating thereto, License is hereby granted to:

RELISH FOOD TRUCK LLC
DBA RELISH FOOD TRUCK
3830 CLIPPER DR
HANOVER PARK, IL 60133

PAID: \$25.00

City Clerk

City Manager

This license is not transferable and must be publicly displayed at the premises listed.

OFFICE COPY USE	BUSINESS LICENSE MISC FOOD DEALER LICENSE EXPIRES 12/31/2020	License Number 4075
<div>Business Name: RELISH FOOD TRUCK LLC DBA RELISH FOOD TRUCK 3830 CLIPPER DR HANOVER PARK, IL 60133</div> <div>ID: 2724</div>		
<div>Classification: MISC FOOD DEALER</div> <div>In testimony whereof we have hereunto set our hands and affixed the seal of the City of Wheaton, IL on this day: March 03, 2020</div> <div> City Clerk</div>		<div>MISC FOOD DEALER \$25.00</div> <div>Total Received..... \$25.00</div>

