

## 2023 Peoria Park District Food Vendor Application Form

To be considered a food vendor for the Peoria Park District please complete the application and submit it to Melinda Huett at [mhuett@peoriaparks.org](mailto:mhuett@peoriaparks.org). Questions please call 309-681-2671.

Vendor selection for currently scheduled events will begin on March 1, 2023.

When booking additional events after this time we will contact vendors who have registered with the Peoria Park District at that time based on the needs of the event.

### CONTACT INFORMATION

APPLICANT NAME:
BUSINESS NAME:
ADDRESS:
PHONE NUMBER:
EMAIL:
WEBSITE/SOCIAL MEDIA PAGE:

### VENDOR DETAILS

DIMENSIONS OF FOOD TRUCK OR TENT(HEIGHT, WIDTH, LENGTH & DEPTH):	
DETAILED ELECTRICAL NEEDS:	
DO YOU HAVE A GENERATOR (Y/N):	DO YOU NEED WATER HOOK UP (Y/N):
DO YOU REQUIRE A STOCK VEHICLE TO BE KEPT ONSITE (MAY REQUIRE ADDITIONAL SITE FEE)    Y    N:	
MAKE AND MODEL OF STOCK VEHICLE:	
WHAT TYPE OF LICENSE DO YOU HAVE WITH THE PCCHD: ____ ANNUAL LICENSE    ____ SEASONAL LICENSE    ____ USE A TEMPORARY LICENSE EACH EVENT	
WHAT FORMS OF PAYMENT DO YOU ACCEPT: CASH ONLY _____ OR CASH AND CREDIT _____	

**Please include a picture of your set up with this application**

**MENU:** Please submit a copy of your full menu. Include all items even if all items may not be sold during the same event. Please include any specialty diet options you provide, such as gluten-free or vegan options.

**INSURANCE:** Vendors selected to participate in Peoria Park District events are required to have insurance prior to the event. Please see Attachment B for specific requirements.

**Peoria Health Department:** Please contact the Peoria Health Department at the link below or at 309-679-6000 to confirm requirements for your establishment. <https://www.pcchd.org/323/Food-Forms-and-Applications>.

**Fire:** Please contact the Peoria Fire Department at the link below or at 309-494-8700 to confirm requirements for your establishment. <http://www.peoriagov.org/fire-department/>

**COVID:** All vendors are required to adhere to current IDPH COVID guidelines for bars and restaurants in order to be considered for Peoria Park District events.

*SELECTION OF EVENTS ONLY INFORMS THE STAFF OF YOUR INTERESTS IN EVENTS. IT DOES NOT AND WILL NOT GUARANTEE YOUR PARTICIPATION AT THOSE SPECIFIC EVENTS*

The Peoria Park District will put vendors into 2 categories: Meal Vendors and Snack Vendors.

Meal Vendor- a vendor that offers a full menu with one or more main dishes and side dishes, even if that vendor only sells a specific type of food. Example: BBQ vendors, carnival food vendors, pizza vendors, vendors who operate a grill and/or fryer.

Snack Vendor- a vendor who focuses primarily on snack foods/drinks or side dishes. Example: popcorn, coffee, pretzels, sno-cone or ice cream vendors.

**VENDOR PREFERENCES:** Please note that the number of food vendors needed is subject to change based on the attendance and any other changes to the event. **SELECTION OF EVENTS ONLY INFORMS THE STAFF OF YOUR INTERESTS IN EVENTS. IT DOES NOT AND WILL NOT GUARANTEE FOOD VENDORS PARTICIPATION AT THOSE SPECIFIC EVENTS.**

**I am interested in attending: (please select all that apply).**

### Peoria RiverFront Events:

- The Landing, CEFCU Stage Concerts: Dates to be determined:** Concerts take place during June-September on either Friday and/or Saturday nights. 1 meal vendor will be selected for each concert, different vendors may be selected for each concert based on the concert details. **Fee:** Range from \$100-400, and will be determined based on concert details.
- Festival Park/Field Concerts: Dates to be determined:** Concerts take place during June-September and are usually multiple days. Multiple vendors will be selected for each concert, different vendors may be selected for each concert based on the concert details. **Fee:** Range from \$100-400, and will be determined based on concert details.
- 4<sup>th</sup> of July Red White Boom 7/4/23 5pm-10pm:** 8 vendors (4 meal, 4 snack) will be selected for this event. Limited power is available at this event. **Fee: \$200 for each space and 10% of gross sales.**

### FESTIVALS:

During the year the PPD partners with local organizations to host cultural festivals at The Peoria Riverfront. Food vendors are a large part of the festival atmosphere. Food vendors will be determined by the festival committee and preference will be made for local vendors who serve authentic foods or, those who are willing to adapt their menu for the festival they are participating in. (SELECTING BELOW EVENTS ONLY INFORMS THE STAFF OF YOUR INTERESTS IN EVENTS. IT DOES NOT AND WILL NOT GUARANTEE FOOD VENDORS SELECTED FOR THOSE SPECIFIC EVENTS).

- Pride Fest: 7/15/23 10am-10pm:** Celebrating the LGBTQ+ community in Peoria. 3-4 vendors (1-2 meal, 1-2 snack) vendors will be selected for this event Limited space and power is available at this event. Stock vehicles will not be allowed to be kept onsite. **Fee: Meal vendor \$300. Snack Vendor \$150.**
- Fiesta en el Rio 7/29/23 5pm-11:30pm:** Celebrating Hispanic culture in Peoria, 5 vendors (3 meal, 2 snack) will be selected for this event. Preference will be given to vendors who serve authentic Hispanic cuisine. Limited space and power is available at this event. Stock vehicles will not be allowed to be kept onsite. **Fee: Meal vendor \$300. Snack Vendor \$200.**
- River City Soul Fest, First weekend in August:** Celebrating African American culture in Peoria, 4-6 vendors (2-4 meal, 2-4 snack) vendors will be selected for this event. Preference will be given to vendors who serve authentic cuisine. Limited space and power is available at this event. Stock vehicles will not be allowed to be kept onsite. Times of festival still to be determined. **Fee: TBD based on festival dates.**

- **Irish Fest weekend 8/25/23-8/27/23:** Celebrating Irish culture in Peoria 8-10 vendors (4-6 meal, 3-5 snack) vendors will be selected for this event. Preference will be given to vendors who serve authentic Irish cuisine. Limited space and power is available at this event. Stock vehicles will not be allowed to be kept onsite. Times: Friday 4pm-11:30pm, Saturday 12pm-11:30pm, Sunday 9:30am-6pm.  
**Fee: Meal vendor \$500 for the weekend and 10% of gross sales. Snack Vendor \$250 for weekend and 10% of gross sales.**
- **Oktoberfest weekend 9/15/23-9/17/23:** Celebrating German culture in Peoria 4-6 vendors (2-4 meal, 2-4 snack) will be selected for this event. Preference will be given to vendors who serve authentic German cuisine. Limited space and power is available at this event. Stock vehicles will not be allowed to be kept onsite. Times: Friday 5pm-11:30pm, Saturday 12pm-11:30pm, Sunday 9:30am-5pm.  
**Fee: Meal vendor \$500 for the weekend and 10% of gross sales. Snack Vendor \$250 for weekend and 10% of gross sales.**

## **OTHER PEORIA PARK DISTRICT LOCATIONS & OPPORTUNITIES:**

- **Parks on Tap:** Between May-September on select Thursdays and occasionally Fridays from 4pm-dusk the Traveling Taphouse will visit area parks to provide mobile libations with music and mobile recreation opportunities. This is a family friendly event. We will have limited or no power for vendors.  
**Fee: will be determined based on the date and location of the park.**
- **Youth Sports Leagues: Potentially for soccer and baseball leagues during the spring, summer, and fall:** 1 vendor will be needed for each event. No power, or limited power depending on the location.  
**Fee: TBD.**
- **Summer Golf Leagues & Tournaments:** Dates & times: TBD. No power/limited power will be provided at this event. **Fee: TBD.**
- **Earth Day Celebration at Forest Park Nature Center: 4/22/23 10am-4pm.** 1 meal vendor and 1 snack vendor will be selected for this event. Preference will be given to vendors with an upscale menu, must also include vegetarian options, and preference will be given to a coffee vendor. **\*\* Any vendor selected will also need to use recyclable material for serving food and drinks. Fee: TBD.**
- **Holiday Shop & Stroll at Forest Park Nature Center:** TBD, dates are usually held Friday evening 6-8:30pm in December. Preference will be given to a coffee/hot drink vendor. No utilities will be available at this event. **Fee: TBD.**
- **3<sup>rd</sup> of July Fireworks at Glen Oak Park 7/3/23 4pm-10pm. Inside the Amphitheatre:** 3 vendors (1 meal, 2 snack) will be selected for this event. Limited power is available at this event.  
**Fee: Meal vendor \$200 and 10% of gross sales.**
- **PNC Worldwide Day of Play at Glen Oak Park 5/13/23 10am-2pm, Clyde West Fishing Derby, and Hoopfest:** several vendors will be selected for this event. Preference will be given to kid friendly vendors. **Fee: TBD.**

**Additional events and programs that require food vendors may open up throughout the year and vendors will be contacted to participate. Selection of vendors for additional events will be based on the needs of the event.**

## **2023 Peoria Park District Food Vendor Application**

**Before submitting your application, please check that you have:**

- Fully completed application**
- Complete EEO Certification, Attachment A**
- Copy of Insurance. See Attachment B for more information**
- Included a picture of your food tent or food truck set up.**
- Selected all events you are interested in participating in for the 2023 season.**  
(SELECTING EVENTS ONLY INFORMS STAFF OF YOUR INTERESTS IN EVENTS. IT DOES NOT AND WILL NOT GUARANTEE PARTICIPATION IN THOSE SPECIFIC EVENTS).

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Vendor Authorized Signature

Please sign and return, or email to [mhuett@peoriaparks.org](mailto:mhuett@peoriaparks.org)

Attn: Food Vendor Application  
1125 W Lake Ave  
Peoria, IL 61614

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### **Riverfront Office Use Only**

Date application Received: \_\_\_\_\_  
Application reviewed: Application complete \_\_\_\_\_ confirmation sent to applicant \_\_\_\_\_  
Application NOT Complete \_\_\_\_\_, reason: \_\_\_\_\_

Applicant sent correction notice of incomplete application: \_\_\_\_\_

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Staff Signature

**Attachment A: Must be completed and returned with application.**



**Peoria Park District  
Certificate of Equal Employment Opportunity Compliance for Contractors & Vendors**

The Peoria Park District is an Equal Opportunity Employer and it agrees with each of the provisions below and requires that all suppliers, contractors, subcontractors, and vendors doing business with the Park District be Certified Equal Employment Opportunity Employers in compliance with the Illinois Human Rights Act and such regulations promulgated thereunder, and, that any and all suppliers, contractors, subcontractors or vendors who are found to be in non-compliance with the Illinois Human Rights Act or said regulations may be declared ineligible for future contracts with this Park District; and, that each and every supplier, contractor, subcontractor or vendor does at all times in connection with any dealings with this Park District agree as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Peoria Park District and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Peoria Park District, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Peoria Park District and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the Peoria Park District and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Failure to properly complete and sign this form, certifying that the Company will agree to the above provisions of the Illinois Human Rights Act as well as the items below will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to be awarded work with the Peoria Park District.

The Company certifies that it has a written sexual harassment policy meeting the Illinois Human Rights Act and Illinois Department of Human Rights requirements.

If the Company will be doing work on Peoria Park District property, the Company shall complete the attached Full Time Workforce Profile Sheet to the best of its knowledge.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Telephone Number & Fax Number

\_\_\_\_\_  
Email Address



# PEORIA PARK DISTRICT

## Company Ownership Certification

In compliance with Illinois Public Act 102-265, and Peoria Park District policy, disclosure of the information requested in this form is required by the Peoria Park District. Failure to properly complete and sign this form will result in it being returned unprocessed thereby resulting in a delay or denial of Company's eligibility to transact business with Peoria Park District.

Please answer all questions. Note, Company may answer "Yes" to more than one category.

- **Is the Company a Minority Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Woman Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Disability-Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Veteran Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Service Disabled Veteran Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

**Does Company qualify as a small business under federal Small Business Administration?**  YES  NO

<https://www.sba.gov/document/support-table-size-standards>

**Please list the name(s) of the Company majority owner(s):** \_\_\_\_\_

**Does Company have any parent and/or subsidiary companies?**  YES  NO

**If yes, please list all companies:** \_\_\_\_\_

\_\_\_\_\_

By signing this form, the Company and the individual signing below attest that the above questions have been answered truthfully, to the best of their knowledge.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Telephone Number & Fax Number

\_\_\_\_\_  
Email Address



# PEORIA PARK DISTRICT

## Definitions for Company Ownership Certification

- Selected Classification of Owned Business means a business which is at least 51% owned by one or more persons of the selected ownership classification (i.e. minority, women, veteran, etc.), or in the case of a corporation, at least 51% of the stock in which is owned by one or more persons of the selected ownership classification; and the management and daily operations of which are controlled by one or more of the selected ownership classification individuals who own it.
- Control means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real, substantial and continuing, no pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.
- Minority person shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:
  - a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).
  - b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).
  - c) Black or African American (a person having origins in any of the black racial groups of Africa).
  - d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).
  - e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
- Woman shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.
- Veteran means a person who (i) has been a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- Service-Disabled Veteran means a veteran who has been found to have 10% or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- A Person with a Disability means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, meaning a person with a severe physical or mental disability that:
  - a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, Crohn's disease, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, ulcerative colitis, specific learning disabilities, or end stage renal failure disease; and
  - b) substantially limits one or more of the person's major life activities.Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) of this subdivision if it is determined by an evaluation of the rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in item (a) of this subdivision.
- Certification means a determination made by the Business Enterprise Council for Minorities, Women, and Persons with Disabilities, or by one delegated authority from the Council to make certifications, or by a State agency with statutory authority to make such a certification, that a business entity is a business owned by a minority, woman, or person with a disability for whatever purpose.

## Attachment B

### **PEORIA PARK DISTRICT** **FOOD VENDOR INSURANCE REQUIREMENTS**

Vendor shall obtain insurance of the types and in the amounts listed below.

#### **A. \*\*\*\*\*Commercial General and Umbrella Liability Insurance\*\*\*\*\***

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Peoria Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of Vendor's insurance and shall not contribute with it. **\*There may be times in which the City of Peoria or other sponsoring agencies may need to be included as additional insured\***

#### **B. Business Auto and Umbrella Liability Insurance – Only if using vehicle**

Vendor, if utilizing an auto on festival grounds, shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### **C. \*\*\*\*\*Workers Compensation Insurance\*\*\*\*\***

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, Vendor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to this Agreement.

### **D. General Insurance Provisions**

#### **1. Evidence of Insurance**

Vendor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Vendor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

#### **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.



### **3. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

### **4. Subcontractors**

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### **E. Indemnification**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Vendor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of the Contract