



# VENDOR APPLICATION

## RETAIL / SERVICE MERCHANT

2023 NEW BUFFALO HARVEST & WINE FESTIVAL  
October 7, 12pm-10pm

**APPLICATION DEADLINE: Friday, September 1, 2023**



### APPLICANT INFORMATION

Business Name: \_\_\_\_\_

Below, please describe the items being sold or displayed:

Primary Contact Name: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact Telephone: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Website, Twitter, Facebook: \_\_\_\_\_

On-site Contact Name: \_\_\_\_\_

On-site Contact Cell Phone: \_\_\_\_\_

On-Site Contact Email: \_\_\_\_\_

Current full-year New Buffalo Business Association Member?  YES  NO

\*discount available to up-to-date full-year NBBA members

\*to become a member please visit [www.newbuffalo.org](http://www.newbuffalo.org) or call 888-660-6222



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### VENDOR SPACE FEE

NBBA Member, 10'x10' Space \$175 (\$225 after deadline) x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_  
 Non-NBBA Member, 10'x10' Space \$325 (\$375 after deadline) x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_  
 Additional 10' space CONTACT FOR PRICE \_\_\_\_\_ x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Vendor Space Fee \$ \_\_\_\_\_**

\*Companies that are for-profit and have a storefront, or are publicly traded, or have multiple offices or locations on a regional or national basis are required to participate at the sponsor level. Depending on involvement, this level includes on-site promotion, media, benefits, preferred booth placement and entrance banners. Please email us at [sponsors@criterion.fun](mailto:sponsors@criterion.fun) with questions or inquiries.

### OPTIONAL RENTAL EQUIPMENT

10'x10' Tent \$260 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_  
 10'x20' Tent \$400 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_  
 Chair \$18 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_  
 8' Table \$32 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Equipment Rental \$ \_\_\_\_\_**

\*Any other necessary equipment not rented above, including lighting, signage, etc. must be provided by vendor. Tent walls & counters are only available for tents rented through the festival.

### OPTIONAL ELECTRICAL RENTAL

Please describe the items being plugged in (toaster, computer, lights, etc.), including voltage & wattage:

Outlets are standard household plug types.

\*In addition, please send a photo of any special plugs required

\*NO personal generators are allowed on site. Electricity must be purchased from the event

ONE standard 120V / 20A circuit, 2 outlets (20 amps max total): \$25 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Electrical Rental \$ \_\_\_\_\_**



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### 2023 NEW BUFFALO HARVEST & WINE FESTIVAL VENDOR CONTRACT

This contract is between \_\_\_\_\_ (“Vendor”) and New Buffalo Harvest & Wine Festival (“Festival”)

#### *Section 1. Grant of Space*

- Upon receipt of the vendor application, signed contract, and payment, Festival may grant Vendor the right to use a designated booth in the Festival (the “Space”) on Event Dates. The Festival will take place on Whittaker St. Vendor will receive notification of official acceptance via email no later than 14 days before the event. Refund of enclosed payment will be rewarded if application is not accepted. Final site plan, specific vendor space assignments and load-in instructions will be forwarded by Criterion Productions via email no later than 7 days before the event.

#### *Section 2. Law and Permits*

- Vendor MUST comply with all relevant local, state, and federal laws and directives.
- Vendor is responsible for obtaining and paying for any and all business licenses, permits, and taxes that are required for operation, including State sales taxes.
- Festival is required by law to provide Michigan Department of Revenue a complete list of vendors participating in the Festival

#### *Section 3. Use of Space & Vendor Conduct*

- Vendor’s use of Space is non-transferable. Vendor may not allow anyone else to use the Space without the express written permission of the Festival
- Festival offers no guarantees or warranties of any kind. Festival occurs rain or shine. No refunds will be provided based on Force Majeure circumstances. Force Majeure circumstances are: fire, flood, earthquake, severe weather, epidemic, act of God; failure or delays of essential services including transportation, water, heating, electric service, etc.; industrial or labor disputes, strikes, lockouts; or any lawful order, decree, ruling, regulation or act of any public authority or sovereign government, government sanctioned embargo, act of war or terrorism; civil disorder, insurrection, coup d'etat or revolution; delay or destruction caused by public carrier; or any other circumstance substantially beyond the Festival or its agents’ and partners’ control.
- The Space is provided “As-Is.” Limited numbers of tables, chairs, tents, canopies, and electrical connections are available to rent from the Festival. Vendors requiring rented equipment or electricity must enclose the required fee and order each item upon application.
- RENTALS: Chairs & tables will be available for pick up at a central location on Friday afternoon – and MUST be returned and checked in at the same location on Sunday evening.
  - Missing rental equipment costs will be billed to the vendor if not returned and checked in
  - Rented tents will be erected at the vendor Space
  - If orders, an electrical outlet will be available near vendor location; vendor will be required to bring their own extension cord to plug in to outlet (may be up to 75’ away from Vendor Space)



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### Section 3. *Use of Space & Vendor Conduct (cont.)*

- Vendor must weigh down tents or canopies brought independently, with sandbags, water barrels, or cement weights, minimum of 50 pounds per tent or canopy leg. If tents are not weighed down properly, management may choose to remove Vendor (with no refund due to Vendor) and/or charge vendor for cost of additional weights needed (\$150 per weight needed)
- Vendor must keep their merchandise and displays within the allotted boundaries of the Space. Space will be assigned and notification of allotted space will be given by Criterion Productions via email.
- **Vendors must be set up and ready for sales & operations by the official opening time of the Festival and must vacate the Festival grounds no later than 3 hours after the closing of the Festival. Vendor MAY NOT Vacate the Festival prior to the official closing time without the express permission of the Festival**
- Vendors must remove all products and equipment overnight after Festival hours on Saturday (except for equipment rented from the Festival). It is at the Vendor's sole risk to leave any equipment or product belonging to the Vendor on the Festival grounds overnight and Festival cannot and will not be held responsible for any loss or damage to said product or equipment. There will be at least one security guard patrolling the entire site overnight.
- Vendor must remove their own trash and debris from the Space and properly dispose of recyclable and compostable items in containers provided by the Festival. Vendors must leave their Space trash free and in the same condition as was provided. Vendor will be charged \$150.00 penalty for any debris or trash left on site with photographic evidence.

### Section 4. *Merchandise & Prohibited Items*

- Festival may inspect Vendor merchandise at any time to determine that it is consistent with the merchandise represented in the application. Festival may revoke this contract if Vendor's merchandise is not consistent with its application.
- In accordance with Michigan law, Vendor is prohibited from selling baby food, infant formula, or similar products or any pharmaceuticals, over-the-counter drugs or medical devices. Vendor may only sell cosmetics if Vendor has an identification card identifying Vendor as an authorized representative of the cosmetics manufacturer or distributor.
- Vendor is also prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by New Buffalo, Michigan or Federal law or any merchandise that Festival considers racist, discriminatory or offensive.

### Section 5. *Indemnification & Release*

- Vendor will release and will hold harmless the New Buffalo Harvest & Wine Festival, New Buffalo Business Association, Criterion Productions, The City of New Buffalo, their owners, officers, directors, agents and employees from any and all claims arising from any injuries, losses or damages (whether to person or property) caused by Vendor, Vendor's merchandise, or Vendor's participation in the Festival. Vendor agrees to indemnify the New Buffalo Harvest & Wine Festival, New Buffalo Business Association, Criterion Productions, The City of New Buffalo from any and all expense arising because of any such claim.



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*Section 6. Advertising*

- Any vendor wishing to advertise must do so at its own expense. Any advertising must be approved in writing by Festival prior to publishing.

*Section 7. Causes for Denial of Selling Privileges & Disciplinary Actions*

- Any Vendor who seeks to evade payment, refuses to make payment of the proper rental and space fees or ignores the festival operational guidelines will be denied selling privileges.
- Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on the Festival premises and will be cause for denial of selling privileges.
- If Festival learns of written or verbal complaints against a Vendor showing reasonably conclusive evidence that the Vendor has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise or (ii) giving false information regarding the origin, variety, quality, condition or value of the merchandise, Festival may revoke this contract or take other appropriate action.
- Festival may take appropriate action against any Vendor who fails to comply with relevant laws (federal, state and local), this Vendor contract or other rules established by Festival. Such action may include, but is not limited to, revocation of this contract, permanent denial of selling privileges or other relief deemed necessary by Festival.

Festival may impose additional rules and regulations as it deems necessary and will notify Vendor of these additional rules. Please make a copy of this contract for your records. Signed contracts will remain at the Criterion Productions office.

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Vendor Printed Name

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Vendor Signature

Date



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### FILL IN AND ADD UP THE FOLLOWING FEES

Vendor Space Fee	Optional Rental Equipment Fee	Optional Electric Rental Fee		TOTAL AMOUNT DUE
\$            +	\$            +	\$            +	=	\$            .

### Completed application, signed contract, and payment can be sent to:

Criterion Productions  
2026 W Carroll Ave  
Chicago, IL 60612

### Make checks payable to:

**New Buffalo Business Association**

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### REQUIRED MATERIALS CHECKLIST

\_\_\_\_\_ Completed vendor application

- Must include filled out applicant information form, fee & rental equipment worksheet, and signed contract
- Submission of an application does NOT automatically guarantee acceptance into the festival. After the application deadline, an email confirmation re your acceptance will be sent out prior to the festival

\_\_\_\_\_ Payment in full for all vendor space fees, equipment and electric rentals fees

- Check or money orders accepted.
- **Make payable to: New Buffalo Business Association**  
Please send to:            Criterion Productions  
                                 2026 W Carroll Ave  
                                 Chicago, IL 60612
- Returned checks will be charged an additional \$45 fee.

\_\_\_\_\_ Photos of Vendor's items for sale or display, or please list a website where items may be viewed here:  
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If you have any questions or need more information, please contact:

Becca Peters    [vendors@criterion.fun](mailto:vendors@criterion.fun)    773-878-2900 ext 102