

**For Office Use Only**

Date Received: \_\_\_\_\_ Amount \$: \_\_\_\_\_ Approved \_\_\_\_\_

Payment Cash: \_\_\_\_\_ Check Number: \_\_\_\_\_ Check Card: \_\_\_\_\_

**12<sup>th</sup> Annual New Buffalo Harvest & Wine Festival**  
**Saturday, October 6, 2018 ~ Columbus Day Weekend**  
**Noon-9 pm (EST)**  
**Lions Park (New Buffalo, MI Lakefront)**

**A.) Type of Vendor (check one)**

Food       Farmer's Market       Merchant/Artist       Not-for-profit

⇒ **No Vendors may sell alcoholic beverages. Only Food Vendors may sell non-alcoholic beverages**

**Sponsorship:** If you are interested in participating on a sponsorship level, please contact the NBBA for further details. Depending on involvement, this level includes on-site promotion, media, benefits, preferred booth placement, and entrance banners/signage.

For all other vendor application questions, please contact the New Buffalo Business Association at 312-965-9114 or email [events@newbuffalo.org](mailto:events@newbuffalo.org).

You can learn more about the NBBA [newbuffalo.org](http://newbuffalo.org) or find us, follow us at [Facebook.com/newbuffalo](https://www.facebook.com/newbuffalo)

**B.) Contact Information (All Information is REQUIRED)**

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

Work Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

**C.) Detailed Product Description**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

**D.) Event Fees**

Check Appropriate Boxes

**10' x 10' Booth Space:** (Select one)

	Vendor Fee
<input type="checkbox"/> Farmers Market .....	\$75 - grown food products
<input type="checkbox"/> Food Vendors.....	\$225
<input type="checkbox"/> Artisan/Merchant.....	\$175
<input type="checkbox"/> Not-for-profit .....	\$50
<input type="checkbox"/> Additional Space .....	\$25

**Vendors will provide:**

- Tents and/or canopy with 20 pds per leg weights or stakes
- Tables
- Chairs
- Display units
- Lights

**NBBA will provide all booths:**

- 10 x 10 space
- Electricity: (1) 20 amp 110v outlet
- If additional power is needed, please contact for details

**Total Amount Due \$ \_\_\_\_\_**

⇒ **Payment made out to: New Buffalo Business Association**

⇒ **Please mail checks and completed applications to:**  
**New Buffalo Business Association PO Box 453, New Buffalo, MI, 49117**  
**Phone 888.660.6222, Fax 269.469.3843**  
**Credit care payments please call 312-965-9114**

Applications **MUST** be submitted with full payment to be considered. There are **NO EXCEPTIONS** to this rule. All payments will be processed regardless of your status of acceptance into festival.

⇒ **Electricity: If additional electricity is required, it MUST be purchased from the Event — personal generators, for mobile units only, are acceptable. Desired space is not guaranteed.**

Please list the items that will be using electricity. (Be specific)

Item	Amps/Volts
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Item	Amps/Volts
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## E.) Application Checklist

### **Materials Required:**

Your application will NOT be processed without the following information:

- Read all Terms & Conditions
- Complete and SIGN festival application
- Enclose full payment (space fees)
- New vendors email photos of items selling at [events@newbuffalo.org](mailto:events@newbuffalo.org) (returning vendors do not send)

## F.) Terms & Conditions

The undersigned (the "Participant") hereby submits its application for on-site rights at Harvest and Wine Festival (the "Event") to be held OCTOBER 6, 2018 at LION'S PARK IN NEW BUFFALO, MI. By submitting this application the Participant acknowledges that its application may be accepted or rejected by NBBA (the "Producer") in the exercise of its sole discretion and that, if its application is accepted, its participation will be subject to the terms and conditions contained herein.

### ▪ Participation

The Event will take place in Lion's Park in New Buffalo, MI. If the Participant's application is accepted by the Producer, the Participant agrees to remain open for business from noon to 9 p.m. on Saturday. The Event will remain open regardless of weather conditions, although operations may be suspended during severe weather. The Participant desires to participate in the Event by providing arts and crafts, food, non-alcoholic beverages, other merchandise for sale, or to showcase services to the general public. If the Participant is accepted by the Producer, the Participant agrees to sell only those items listed on the application. No other merchandise will be permitted without prior written consent of the Producer. The Participant agrees not to sell or distribute merchandise that includes the event logo without prior written consent from the Producer.

### ▪ Contract Cancellation

The NBBA (Producer) has the right to control all aspects of the Event. The Participant agrees to conduct its business in a manner that is most likely to enhance the success of the Event and the reputation of the Producer and its Sponsors. The Producer reserves the right to cancel a vendor contract at any time for the good of the festival, by its sole discretion or by the direction of its clients. Any cancellations by the Producer will be refunded if vendor has followed the rules and regulations. Cancellation or suspension because of lack of proper city licensing or failure to meet or maintain guidelines stated within will not be eligible for refunds.

### ▪ Set-up & Tear Down

Each Participant is responsible for setup, take down, and clean up of his/her space. Vehicles are allowed on the park only for setup prior to the event and tear down once the festival closes. The Participant shall remove all vehicles and other items in conjunction with setting up for the Event at least one (1) hour prior to the Event's start time. Participants will be notified when it is safe to bring their vehicle on the park. Load-in/set-up times are provided in the confirmation letter sent to you prior to the Event. You must remove your vehicle immediately after unloading your merchandise.

### ▪ Operations

The Participant will be solely responsible for the appearance of its space. The Participant shall be ready to operate its business by 11am Saturday.

The Participant shall maintain its space in a neat, clean, and sanitary condition during the event and shall dispose of all trash produced. Trash receptacles and bags will not be provided. Each vendor must provide necessary trash receptacles and bags for garbage inside the booth. Trash (in bags) will be picked up from the booths. All garbage left un-bagged will be subject to a fine of a \$100 and/or loss of vending privileges.

- Unless otherwise specified, running water is NOT provided.
- The Producer limits the playing of recorded or live music in your booth. All music must be pre-approved.
- Drilling in the park is not permitted. Violators will be subject to a fine of \$200 and/or space cancellation by The Producer. You are directly responsible for any city violated ordinances and fines.
- Vendors and their employees must maintain the highest degree of professionalism in their booths and on event grounds at all times.

### **ADDITIONAL REQUIREMENTS FOR FOOD/BEVERAGE VENDORS:**

1. **Tents:** All tents, booths, or canopies used for cooking must be made from fire retardant material. Certificate of approval by approved testing laboratory certifying fire retardant shall be required and posted within the tent on-site during the event.

2. **Special Waste:** All grease, charcoal, etc. must be disposed of properly – not left in the street/park or poured down a sewer. A staff member will review the space, if a vendor is not present, The Producer reserves the right to determine the cleanliness of the space and charge for clean-up.
3. **Propane:** City of New Buffalo requires all propane tanks to be chained together and attached to stationary material (such as a post). The Producer reserves the right to terminate any food sales until propane tanks are properly maintained.
4. **Fire Extinguisher:** Every vending space used for cooking must have an approved fire extinguisher. These extinguishers must be carbon dioxide or multipurpose dry chemical, a minimum of twenty pounds.
5. **Food/Beverage Sponsors:** Each year various food and beverage sponsors support this event. The Producer reserves the right to dictate which products will be served. Vendor will be notified as sponsors commit to this event. No non-sponsored beverages may be served or sold. Violations will result in cancellation of contract and loss of space and all fees paid.
6. **Festival Food Vendor Sanitation Certificate:** A person who has completed the Festival sanitation training for the current year must be present at the booth, with their original certificate.
7. **Items for Sale:** Menu items are not allowed to be changed once the application has been filed. All food vendors must have pricing for each menu item clearly posted at booth. Novelty items (i.e., t-shirts, etc) may be sold in the booths
8. You must fill out and mail in the TFE License Application to the Berrien County Health Dept. 2106 S M-139 Benton Harbor, MI 49022 (P: 269.927.5623 / F: 269.927.2960). License must be posted at booth when in operation.

▪ **Application Processing**

Only those applications submitted on or before September 16, 2018 and accompanied by payment in full of the applicable entry fees shall be considered. The Producer will complete and submit all appropriate licenses for this application. The Producer shall notify the Participant whether its application has been accepted or rejected by September 19, 2018. In the event the Participant's application has been rejected, the entry fee will be refunded. The Producer does not guarantee exclusivity to any Participant, nor has the Participant relied on any representation or guarantee of the Producer regarding the revenues to be generated by the Participant.

If the Participant's application is accepted, the Participant may be assigned a space within the Event with the approximate square footage of 10 feet by 10 feet. Additional space may be made available by the Producer on receipt of the Participant's application, at an additional cost to be determined by the Producer. The location of the Participant's space within the Event, shall be determined by the Producer, in the exercise of its sole discretion. The Participant agrees to accept the space as designed by the Producer. The Participant agrees to conduct its business only within the space assigned by the Producer.

▪ **Indemnification**

The Participant shall comply with all local, federal, state, and municipal laws and ordinances in the operation of its booth during the Event and shall ensure its merchandise against loss by theft or damage. The NBBA, its employees, officers, directors, and members, The City of New Buffalo, related festival providers of goods and services, or any participating sponsor will NOT be responsible for any injury, loss, or damage that may occur to the vendor, or to the vendor's employees or property from any cause whatsoever prior to, during, or subsequent to the period covered by the vending contract. The participant signing this contract further agrees to indemnify and hold The NBBA or the City of New Buffalo, its employees, officers, directors, and members harmless, from and against, any and all claims for personal injury, loss by theft or damage, whether to the Participant, its agents or employees or any third party, caused in part or in whole by the participation of the Participant in the Event.

▪ **Refund Process**

*Event cancellation due to inclement weather or Acts of God will not result in the refunding of your fees.*

Cancellations made between September 19<sup>th</sup> and 30<sup>th</sup>, 2019 will forfeit 50% of total fees paid. Cancellations made after September 30<sup>th</sup>, 2018 (including day of event), will NOT be entitled to a refund. All denied applications will receive a full refund.

Vendor will be charged \$30 for a returned check and cancellation of contract may result for charges submitted and returned as insufficient funds. All refund checks will be made out to the account holder listed on the initial payment, unless specified otherwise.

The above-mentioned participant hereby submits this application for participation in NEW BUFFALO'S HARVEST & WINE FEST. By signing this application, the Participant has read and agrees to all the terms and conditions contained in each page of the agreement. Please keep a copy of this application for your records.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_