



VENDOR APPLICATION

FOOD VENDOR

2024 ARGYLE NIGHT MARKET
Every Thursday JULY 11th- AUGUST 29th – 5pm-9pm
APPLICATION DEADLINE: FRIDAY May 17, 2024



APPLICANT INFORMATION

Business Name: _____

Below, please describe the food & beverage items being sold as well as the price range:

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: _____

DBACP Account# _____

Member of Uptown Chamber? _____ YES _____ NO

Learn more about joining the Uptown Chamber [here](#).



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VENDOR DATE APPLICATION

Please select which date or dates of the 2024 market you'd like to be a part of.

All Vendors are required to keep their booth space for the entire market. (5:00pm-9:00pm)

**Vendors are not guaranteed a booth space on dates selected.*

**Each week is priced at \$100 -*

- ☐ - Thursday, July 11th
- ☐ - Thursday, July 18th
- ☐ - Thursday, July 25th
- ☐ - Thursday, August 1st
- ☐ - Thursday, August 8th
- ☐ - Thursday, August 15th
- ☐ - Thursday, August 22nd
- ☐ - Thursday, August 29th
- ☐ - Full Season

FOOD VENDOR SPACE FEE

Food Vendor, 10'x10' Space

\$100 x per week _____ = \$ _____

**max 2 per vendor per week*

Total Vendor Space Fee \$ _____

OPTIONAL RENTAL EQUIPMENT

10'x10' Tent	\$75	x per week _____	= \$ _____
Chair	\$25	x per week _____	= \$ _____
6' Table	\$50	x per week _____	= \$ _____
10'x10' Tent + 1 chair + 6' Table	\$100	x per week _____	= \$ _____

Total Equipment Rental \$ _____

**A 10'x10' canopy tent with accompanying weights is required to be a vendor at the Argyle Night Market. Any other necessary equipment not rented above, including lighting, signage, etc. must be provided by vendor.*



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FOOD VENDOR INSURANCE REQUIREMENTS

Food Vendors are required to carry all appropriate insurance and to provide Certificates of Insurance

Insurance Minimums:

Commercial General Liability:	1,000,000.00 Per occurrence
	2,000,000.00 Aggregate
Auto Liability	1,000,000.00
Workman's Comp	500,000.00

Certificate Holder:

City of Chicago
Department of Business Affairs & Consumer Protection
121 N LaSalle St, 8th Floor
Chicago, IL 60602

Additionally Insured:

City of Chicago, City of Chicago Department of Business Affairs & Consumer Protection, City of Chicago Department of Cultural Affairs & Special Events, Argyle Night Market, Uptown United, Criterion Productions LLC.

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Electricity – Please note that we are unable to provide power or electricity of any kind to any equipment in your booth.

- Please state what kind of power you'll be bringing to the market.

Payments – Will you be accepting Debit/Credit Cards or Cash at your booth? Any other forms of payment?

- Price list for food and drink items must be prominently displayed for easy viewing by the public.

**We highly recommend that if you accept cash at your booth that you keep it in a cash box that is out of sight/reach of the public. We do have security on-site, but we cannot make any guarantees.*

How did you hear about this vending opportunity at the Argyle Night Market?



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2024 Argyle Night Market FOOD VENDOR CONTRACT

This contract is between _____ ("Vendor")
and ARGYLE NIGHT MARKET ("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, 2024. The Festival will take place on W Argyle St. between Sheridan Rd. & Kenmore Ave. Vendor will receive notification of official acceptance via email no later than 14 days prior to 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 2 days prior to 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 of Illinois sales taxes.
- Vendor shall provide Festival with a valid IBT# in order to sell merchandise or services at the Festival
- Festival is required by law to provide Illinois 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, and tents are available to rent from the Festival.
- RENTALS: Chairs & Tables will be available for pick up at a central location on at the start of the load-in period – and MUST be returned and checked in at the same location at the end of the fest.
 - Missing rental equipment costs will be billed to the vendor if not returned and checked in
 - Rented tents, tables and chairs will be set up by festival at the vendor Space



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

- Vendor must weigh down tents or canopies brought independently using sandbags, water barrels, or cement weights with a 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 (\$25 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
- Vendor must remove their own trash and debris from the Space. Vendors must leave their Space trash free and in the same condition as was provided. Vendor will be charged \$100.00 penalty for any debris or trash left on site for the Festival to clean up 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 Illinois 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 Chicago, Illinois or Federal law or any merchandise that Festival considers racist, discriminatory or offensive.

Section 5. Indemnification & Release

- Vendor will release and will hold harmless Argyle Night Market, Uptown United, Criterion Productions, The City of Chicago and the City of Chicago Department of Cultural Affairs and Special Events, 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 Argyle Night Market, Uptown United, Criterion Productions, the City of Chicago Department of Cultural Affairs and Special Events and the City of Chicago from any and all expense arising because of any such claim.

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



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- 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.

Vendor Printed Name

Vendor Signature

Date



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FILL IN AND ADD UP THE FOLLOWING FEES

Vendor Space Fee	Optional Rental Equipment Fee	City of Chicago Merchant Fee* (Every two weeks)	TOTAL AMOUNT DUE
\$ +	\$ +	\$ 75.00 =	\$.

**Please be aware that the vendor coordinator may be reaching out to form a payment plan with you if you plan to attend the fest multiple weeks due to the city of Chicago Merchant fee.*

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

Criterion Productions
ATTN: Argyle Night Market
2026 W Carroll Ave
Chicago IL 60612

Make checks payable to:
UPTOWN UNITED

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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 regarding your acceptance will be sent out prior to the festival

____ Payment in full for all vendor space fees, equipment rentals fees

- Check or money orders accepted.
- ***Make payable to: Uptown United***
- Please send to: Criterion Productions
ATTN: Argyle Night Market
2026 W Carroll Ave
Chicago IL 60612
- Returned checks will be charged an additional \$45 fee.

____ Copy of Summer Sanitation Certification

- Summer Sanitation Certification Number: _____
- **Food Vendor representative must attend a current year Summer Festival Sanitation Training class prior to the festival. Call 312.746.8030 for a schedule of Sanitation Training classes.**
- The person(s) listed on the Summer Sanitation Certificate(s) provided must be always present at the booth. Multiple certificates are recommended.

____ Copy of Certificate of Insurance

- Food vendor MUST have general liability insurance.

____ Copy of completed Temporary Food Vendor License Application

- Food Vendor must complete the City of Chicago's Temporary Food Vendor License Application (attached) in its entirety and enclose the completed application with original signature. *(Does not apply if Food Vendor or Food Truck obtains a 180 Day License)*

____ Copy of current Health Department Kitchen Inspection

- Food Vendor must have current (dated no earlier than February 2024) health inspection of the kitchen listed on the City application where food is being prepared and/or prepped for the fest.

____ Booth Site Plan

- Food vendor must supply a booth site plan for the Health Department.

____ DBACP Account number: _____

- Food Vendor must include their City of Chicago Department of Business Affairs and Consumer Protection (DBACP) Business Account Number on City's Temporary Food Vendor License Application.

If you have any questions or need more information, please contact:

Eli Mead

vendors@criterion.fun

773.878.2900 ext 103