



# VENDOR APPLICATION

## RETAIL / SERVICE MERCHANT

2024 ARGYLE NIGHT MARKET

Every Thursday July 11<sup>th</sup>-August 29<sup>th</sup>, 5pm-9pm

**APPLICATION DEADLINE: FRIDAY May 17, 2024**



### 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: \_\_\_\_\_

IBT# \_\_\_\_\_

\*IBT # required if you are selling merchandise or services

\*to obtain an IBT# please visit <https://www2.illinois.gov/rev/forms/reg/Documents/reg-1.pdf>

Member of UPTOWN CHAMBER? \_\_\_\_\_ YES \_\_\_\_\_ NO

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

2024 Argyle Night Market Vendor Application © 2024 Criterion Productions

**APPLICATION DEADLINE: May 17, 2024**

**Applications received postmarked after May 17, 2024 are subject to a 20% rush charge**



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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 spaced on dates selected.***

*\*Each week is priced at \$50 or \$100 based on your vendor type -*

- ☐ - Thursday, July 11<sup>th</sup>
- ☐ - Thursday, July 18<sup>th</sup>
- ☐ - Thursday, July 25<sup>th</sup>
- ☐ - Thursday, August 1<sup>st</sup>
- ☐ - Thursday, August 8<sup>th</sup>
- ☐ - Thursday, August 15<sup>th</sup>
- ☐ - Thursday, August 22<sup>nd</sup>
- ☐ - Thursday, August 29<sup>th</sup>
- ☐ - Full Season (All 8 weeks)

### VENDOR SPACE FEE

**\*Quantity equals per week attendance**

Retail Merchant, 10'x10' Space

\$50 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

For Profit Services, 10'x10' Space (by week only)

\$100 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

Non-Profits, 10'x10' Space (by week only)

\$50 x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

Additional 10' space CALL FOR PRICE

\_\_\_\_\_ x Quantity \_\_\_\_\_ = \$ \_\_\_\_\_

**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 + 2 chairs + 6' Table

\$100 x Per week \_\_\_\_\_ = \$ \_\_\_\_\_

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

\*Any other necessary equipment not rented above, including lighting, signage, etc. must be provided by vendor.

***- Please Note, it is a 10x10 canopy tent is required to be a vendor at the Argyle Night Market.***



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### NON-PROFIT ORGANIZATIONS ONLY:

Please email a copy of your 501(c)3 determination letter from the IRS to Eli Mead at [Eli@criterion.fun](mailto:Eli@criterion.fun).

**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?**

*\*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 on-site security, but we cannot guarantee that they can be everywhere at once.*

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



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### 2024 ARGYLE NIGHT MARKET 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. 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, 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 Saturday Morning – 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, 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 (\$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 products 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 \$100.00 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 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.



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### 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*

- 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	(Retail Vendors Only) City of Chicago Merchant* Fee (per every 2 weeks)	TOTAL AMOUNT DUE
\$ +	\$ +	\$ 25.00 =	\$ .

*\*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**

**Please send payment only once you've received confirmation that you've been accepted into the Argyle Night Market.**

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### REQUIRED MATERIALS CHECKLIST

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- \_\_\_\_\_ 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, and electric rental 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.
- \_\_\_\_\_ 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:  
Eli Mead      [Eli@criterion.fun](mailto:Eli@criterion.fun)      773.878.2900 ext 103