



VENDOR APPLICATION

FOOD VENDOR

2025 NEW BUFFALO HARVEST FESTIVAL

October 11, 12pm-10pm

APPLICATION DEADLINE: Friday, September 5, 2025

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: _____

Commissary License # _____



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VENDOR SPACE FEE

10'x10' Space \$200 x Quantity _____ = \$ _____
10'x20' Space \$325 x Quantity _____ = \$ _____
Additional 10' space CALL 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 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. Do you require special plugs? ____YES ____NO
If Yes, please describe special plugs, including voltage, wattage, NEMA code, below:

*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

TWO standard 120V / 20A outlets (40 amps max total): \$450 x Quantity _____ = \$ _____
Additional 120V / 20A Outlets (per outlet) \$225 x Quantity _____ = \$ _____
Special Plug fee (required for any non-household type outlets) \$115 x Quantity _____ = \$ _____

Total Electrical Rental \$ _____



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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 New Buffalo
Department of Business Affairs & Consumer Protection
224 W Buffalo St
New Buffalo, MI 49117

Additionally Insured:

City of New Buffalo, City of New Buffalo Department of Business Affairs & Consumer Protection, City of New Buffalo Department of Cultural Affairs & Special Events, New Buffalo Harvest Fest, Criterion Productions LLC.

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2025 NEW BUFFALO HARVEST FESTIVAL VENDOR CONTRACT

This contract is between _____ ("Vendor")
and New Buffalo Harvest 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)

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 noon (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 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 Municipal, State 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 the New Buffalo Harvest Festival, 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 Festival, Criterion Productions, The City of New Buffalo 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.

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	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:

Criterion Productions

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: Criterion Productions**
Please send to: Criterion Productions
2026 W Carroll Ave
Chicago, IL 60612
- Returned checks will be charged an additional \$50 fee.

_____ 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 Temporary Food Vendor License Application (attached) in its entirety and enclose the completed application with original signature.

_____ Commissary license number:

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

Becca Peters vendors@criterion.fun 773-878-2900 ext 102