



VENDOR APPLICATION RETAIL / SERVICE MERCHANT

2019 BenFest

JULY 19, 2019 4-10PM; JULY 20 1-10PM, JULY 21 1-7PM

Festival Location: 2215 W. Irving Park Rd. (Irving Park & Leavitt)

Benefits the St. Benedict Parish and Preparatory School



APPLICATION DEADLINE: FRIDAY JUNE 21, 2019

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://mytax.illinois.gov/>

Method of Payment:

Cash Check (Payable to St. Benedict Parish & Preparatory School) Credit Card



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If paying with credit card:

Credit card number _____ **Expiration Date** _____ **Security Code** _____

Credit Card Holder Name _____ **Billing Address** _____ **Signature of Card Holder** _____

VENDOR SPACE FEE

Retail / Service Merchant, 10'x10' Space \$250 x Quantity _____ = \$ _____

Additional 10' space CALL FOR PRICE _____ x Quantity _____ = \$ _____

Total Vendor Space Fee \$ _____

*Companies that are for-profit and have a storefront and/or are publicly traded or have multiple offices of 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 contact Cody Spellman via email at vendors@criterionproductions.com with questions or inquiries.

OPTIONAL RENTAL EQUIPMENT

10'x10' Tent \$375 x Quantity _____ = \$ _____

10'x20' Tent \$525 x Quantity _____ = \$ _____

10' Tent Wall \$35 x Quantity _____ = \$ _____

10' Tent Counter \$45 x Quantity _____ = \$ _____

Chair \$7 x Quantity _____ = \$ _____

8' Table \$25 x Quantity _____ = \$ _____

Sign Pole \$35/set 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



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ONE standard 120V / 20A outlets (20 amps max total): \$100 x Quantity _____ = \$ _____
 Special Plug fee (required for any non-household type outlets) \$100 x Quantity _____ = \$ _____
Total Electrical Rental \$ _____

2019 BENFEST VENDOR CONTRACT

This contract is between _____ (“Vendor”) and BENFEST (“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 July 19th, 20th & 21st, 2019. The Festival will take place on N. Leavitt St, and Byron St., and Vendor will receive notification of official acceptance via email the week of June 24th, 2019. 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 by July 8th, 2019.
- St. Benedict Parish & Preparatory School reserves the right to cancel a market vendor contract at any time for the good of the event, by its sole discretion. Any cancellations on SBPPS 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 will not be eligible for refunds.
- Cancellation made by the vendor will be refunded as follows:
 - \$50 non-refundable administration fee will be applied to any cancelled application prior to June 1, 2019
 - Cancellations made between June 1, 2019 and June 30, 2019 will forfeit 50% of total fees paid
 - Cancellations made after June 30, 2019 (including day of event) will not be entitled to a refund
 - Refunds of payments made by check or money order will be made out to the company or person payment was received from.

Section 2. Law and Permits

- Vendor MUST comply with all relevant local, state, and federal laws.
- 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.
- 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



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Section 3. Continued Use of Space & Vendor Conduct

- 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's 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 ordered, 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)
- 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.
- All access routes into the courtyard and sidewalks must always be left unobstructed. Any vendor using any portion of the sidewalk will be fined \$200 per day.
- Vendors must be set up and ready for sales & operations by 4pm on Friday, 1pm on Saturday July 20th & Sunday July 21st (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 of 10:00PM on Friday & Saturday, and 7pm on Sunday without the permission of the Festival.
- Vendors must remove all products and equipment overnight after Festival hours on Sunday (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.
- Running water and lights are not provided.
- BenFest limits the playing of recorded or live music in your booth. All music must be pre-approved by the BenFest organizers.
- It is advised that all participants have a plan for safe handling of money (i.e. the periodic removal of cash from the area and a secure method for maintaining cash on site).
- 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



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leave their Space trash free and in the same condition as was provided. Vendor will be charged \$200.00 penalty for any debris or trash left on site with photographic evidence.

- All BenFest participants and their employees are expected to serve as a positive representation of the community and at no time should engage in any illegal activities. Any vendor found in violation of these rules can be fined and immediately removed from the festival at the discretion of the BenFest organizers.
- All vehicles must be removed from the festival grounds 60 minutes prior to the start of the event.

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 BenFest, St. Benedict Parish & Preparatory School, 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 the Benfest, St. Benedict Parish & Preparatory School, 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.
- This event will be photographed and videotaped. By participating in this event you hereby consent to the use of your likeness or image in those photographs or video for future promotional consideration by BenFest, St. Benedict Parish and Preparatory School and/or Criterion Productions.

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.



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

- 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.
- In an effort to protect your space and effectively maintain cleanliness of the event, any vendor not staffing their booth for the duration of the event will be required to "close their booth" using tent sides. Vendors who do not adhere to this policy will be fined \$75.

Management may impose additional rules and regulations as it deems necessary. Management 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	City of Chicago Merchant Fee	TOTAL AMOUNT DUE
\$ +	\$ +	\$ +	\$ 25.00 =	\$.

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

Criterion Productions, ATTN: BENFEST 2019
4753 N Broadway, Suite 800, Chicago IL 60640

Make checks payable to:

St. Benedict Parish

Note in "MEMO" section: BENFEST 2019 – Retail/Service Vendor

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: St. Benedict Parish. Memo: BENFEST 2019 - VENDOR
- Please send to: Criterion Productions,
ATTN: BenFest 2019
4753 N. Broadway, Suite 800, Chicago IL 60640
- Returned checks will be charged an additional \$20 fee.

_____ Photos of Vendor's items for sale or display, or please list a website where items may be viewed here:

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

Cody Spellman

vendors@criterionproductions.com

773.878.2900

2019 BenFest Retail / Service Vendor Application © Criterion Productions 2019

APPLICATION DEADLINE: JUNE 21, 2019

Applications received postmarked after JUNE 21, 2019 are subject to a 25% rush charge