



Burns Harbor's Presents: The European Market on the Square

2019 Vendor Application

Please read the information below regarding rules of operation and application instructions before signing and remitting the application.

Market Information

The Burns Harbor Food Truck Square premiered in 2014. The event is organized in partnership The Town of Burns Harbor and The Duneland Chamber of Commerce. The Burns Harbor Food Truck Square is located at the former site of the Westport Community Club, off of Rt. 149. The Food Truck Square will be held monthly on the middle Wednesday evening beginning in May through September. Market dates will be: May 15th, June 12th, July 17th, August 14th, and September 18th. Market hours are 5:00 pm to 9:00 pm. All of our markets are rain or shine events, with hail/lightening and high winds (+20mph) being the only reason for cancelation. The Market attracts merchants selling a broad array of goods, including ethnic and gourmet foods, baked goods such as artisan breads and pastries, spices, organic produce, fresh flowers, produce from local farmers and orchards, rare books, cheeses, handmade soaps, lotions and oils, jewelry, candles, pottery, clothing and fashion accessories, toys, fine art, pet products and much more. Our Market management team is committed to providing the best customer and merchant experience available while maintaining a professional and organized artisan's market.

Rules of Operation

I. Application Process

- The European Market on the Square is a cash and carry only market. This means that products must be purchased on site and paid for at the time of purchase. No order-taking is permitted, due to the fact that The Duneland Chamber working in partnership with The Town of Burns Harbor cannot guarantee payment from the customer or provision of product from the merchant – a situation which could lead to a poor reflection of the Market experience for those involved in the ordering process.
- All potential and current merchants must remit an application on an annual basis and provide a full list of products intended to sell for the entire season. **Merchants needing to edit/add to their approved list must contact the Market Manager.** The European Market on the Square is a juried Market. The Market Jury consists of community and Chamber members who decide upon the quality and types of products needed at the Market. The Market reserves the right to disallow any merchant not following regulations and may ask any merchant to not sell any particular items.
- Merchants are not required to be seasonal and may come, once approved, as they are able and as space limitations within the Market allow. All applicants must remit availability for the entire season at the time of application.
- All approval is on a tentative basis, and merchants are required to follow Market rules and regulations.

- All new vendors for the upcoming season are on a trial basis and will not be allowed to be seasonal until the following year. New vendors can be asked not to come back if their product or booth set up is not up to standard of the European Market on the Square.

All Vendors MUST provide proof of insurance with their application. Your insurance must have the name of the Town of Burns Harbor Redevelopment Commission stated on the policy.

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II. Booth Space

- Booth space is 10 feet x 10 feet and is designated by numbers. The Market Management will notify each merchant of his/her booth assignment before arrival.

Additional booth spaces may be rented upon Market Director's approval. This request must be noted on your application or given at least 1 week in advance. Extra spaces may not always be available, depending on occupancy of the market.

- The European Market on the Square can accommodate up to 95 merchants. **Each applicant must submit his/her availability for the entire season at the time of application.**

- Merchants **must have proper weights and will NOT** be allowed to set up without them. If you have a place on the grass, you may bring stakes in addition to weights to anchor your tent. Merchants will be asked to leave the market, if weights are not used.

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III. Set Up, Take Down at the Market

- Set up takes place as early as 3 pm. **Merchants are required to be set up and ready to sell by 5:00 pm. All Vehicles must be out of the market space no later than 4:30 pm.**

- The Market Manager will keep track of No Calls/No Shows and late cancellations, which may result in suspension. We want to make sure that the market maintains a robust roster for the majority of the season, and when there are No Shows, we then lose the ambiance of the market.

- Barricades are put in place for the safety of shoppers and merchants, and can only be moved by Market employees.

- Merchants may **ONLY** start take down at 8 pm. Please be courteous and safety-conscious while doing so. Merchants are required to break down boxes when disposing of them. You must dispose of your own rubbish. We can only currently accommodate rubbish generated by festival goers. Please make sure to take your rubbish with you and dispose of it off-site.

- **Do not pull vehicles into any lots until all merchandise is packed up first.** This will be strongly enforced. This will allow for less congestion.

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IV. Weather Cancellations

- The European Market on the Square is held monthly on scheduled Wednesday evenings, May through September, 5 pm to 8 pm. We are a rain or shine market; thus, we will not be closed unless the weather threatens danger to merchants and shoppers. If the weather does present a danger and the market director cancels the market before 8 pm **it is not an option for anyone to remain in the parking lots/parks, you must pack up and leave the market area.**

If the market is closed due to weather, you may not continue to sell your product, as the market will officially be closing for that day. Dangerous weather is defined as; lightening, hail, winds above 20mph, or any other weather that would cause injury to merchants and shoppers.

If the market is canceled due to weather **before 4:30 pm.** merchants are not required to pay for their booth rental for that day, however if the market is closed **AFTER 6:30** booth rental is still due the day of the market. **Seasonal vendors who have prepaid for the season** will receive a credit of \$45 towards ONE of the Chesterton European Market's Holiday Market's.

The Market Director, always values the safety of the public, merchants and staff when determining whether to cancel the market. If the market cancels before opening on a market day, this will be communicated via email, on Facebook, Twitter and our vendor texting program. Delays in set-up will also be communicated in the for mentioned ways. You may also contact our Market Director directly.

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V. Market Courteousness

• Hawking, outcries, or other methods of attracting the attention of customers is prohibited. The European on the Square is a high-end shopping experience and requires merchants to maintain their appearance, proper hygiene, quality product presentation, respectful conduct and language to shoppers, management and each other. Smoking and drinking alcoholic beverages within each booth space or other merchants' booth space is prohibited.

• **Any merchant who smokes must be far enough away from other booth spaces as not to disrupt their business. Please be courteous to other non-smoking merchants, their merchandise and customers. We ask that you please outside of the food truck/ market area. There will be a designated area for smokers.**

• Merchants are required to keep their area clean and free of debris. Merchants must dispose of any water on their own. You may not pour liquids into the grass or down drains at The Food Truck Square. · All vendors are responsible for leaving their area clean and taking away trash. Failure to do so will result in a fine of \$50.00 per violation. All trash must be distributed to the site dumpster.

• Merchants may only sell their merchandise within their allotted space.

• Merchants must comply with all current state, city, county licensing and laws (i.e. Health Department, Tax ID.)

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VI. Fees for Merchants and Tent Rental

• **Booth rental for a regular 10X10 space will be \$15 per Market.**

• Tent rental is \$10 per tent rented, and are rented on a first come basis. Privileges of renting tents can be revoked if tents are returned damaged. Tent Rental should be pre-arranged prior to the market.

• **Checks can be made payable to The Town of Burns Harbor.**

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If you are running late, need to cancel or have any questions, please contact the Market Director, Chad Burns at 219.267.1051/via email Chad@dunelandchamber.org or the Duneland Chamber of Commerce via (219) 926-5513.

Thank you for your cooperation!

Warmly,

Chad Burns

Market Director

Burns Harbor's European Market on the Square 2019 Vendor Application

Application Instructions:

Thank you for reviewing our rules & regulations and for your interest in being a part of Burns Harbor's European Market on The Square. We respect your privacy and any information provided will not be distributed. Applications may be faxed to (219) 926-7593 or mailed to 220 Broadway, Chesterton, IN 46304.

Name _____

(Please Print) _____

Business Name _____

Email Address _____

I require electricity. (please specify below the amount of electricity you will need. There is a \$5 charge per market day for electricity.)

Yes _____ **No** _____.

Address _____

City _____ **State** _____ **Zip** _____

Phone _____

Secondary Phone _____

I have included a copy of my State Tax ID _____

I have included a copy of my proof of insurance (required) _____

I have included a copy of my health department permit (For food Vendors/ Farmers. Required at the time of application submission, no exceptions.) _____

Regular Merchant _____

Food Truck _____

I, _____ the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

Waiver and Release

I hereby release and forever discharge and hold harmless The Town of Burns Harbor, Redevelopment Commission, its subsidiaries, agents and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with The Burns Harbor Food Truck Square and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Town of Burns Harbor / Redevelopment Commission. I understand and acknowledge that this Release discharges The Town of Burns Harbor / Redevelopment Commission from any liability or claim that I may have against The Burns Harbor Food Truck Square, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that The Town of Burns Harbor / Redevelopment Commission does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

Insurance

I understand that The Town of Burns Harbor / Redevelopment Commission may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, The Town of Burns Harbor / Redevelopment Commission does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY The Town of Burns Harbor / Redevelopment Commission TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.

Medical Treatment

Except as otherwise agreed to by The Town of Burns Harbor / Redevelopment Commission in writing, I hereby release and forever discharge The Town of Burns Harbor / Redevelopment Commission from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with The Town of Burns Harbor / Redevelopment Commission and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Burns Harbor Food Truck Square.

Assumption of Risk

I understand that my participation with The Town of Burns Harbor / Redevelopment Commission and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Burns harbor Food Truck Square may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release The Town of Burns Harbor / Redevelopment Commission Festival from all liability for injury, illness, death, and/or property damage that may result.

Photography/Audio Release

I do hereby grant and convey unto The Town of Burns Harbor / Redevelopment Commission rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf The Burns Harbor Food Truck Square, or made with its consent, during my participation in The Burns Harbor Food Truck Square and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Town of Burns Harbor / Redevelopment Commission, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other

I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and the State of Indiana, County of Porter, and/or Town of Burns Harbor. Any litigation brought related to this release and/or the Burns Harbor Food Truck Square shall be brought in the Porter County Superior Court as the location of preferred venue. The invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

I hereby verify that the above information is true and accurate. I have read, understand, and agree to all provisions in the market rules and acknowledge to only sell the products listed and approved by the jury. I acknowledge the sole

authority of the Jury and Market Management to enforce & interpret policies and procedures. If accepted, I agree to represent the European Market to the best of my ability.

Signature: _____ Date: _____