



**2023*Food
VENDOR APPLICATION**

June 23rd & 24th

P.O. Box 243~ Middlebury, IN 46540 574-825-4300 carmencarpenter@middleburyinchamber.com

PLEASE COMPLETE FOR FOOD VENDOR SPACE

DATE: _____

YOUR NAME: _____

BUSINESS NAME: _____

STREET ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

CELL PHONE: _____

EMAIL: _____

Each Vendor must provide their tents, tables, and chairs. **Set-Up Time: June 22 between noon and 6 PM, please call for your time slot 574.825.4300.**

FOOD Vendor Spaces:

10' W x 10' D

_____ @ \$275.00 (before April 15) = \$ _____

_____ @ \$300.00 (after April 15) = \$ _____

20' W x 10' D

_____ @ \$300.00 (before April 15) = \$ _____

_____ @ \$325.00 (after April 15) = \$ _____

Food Spaces Total: \$ _____

Electric Needed: _____ No _____ Yes (\$25.00 per Space)

If electricity is needed, please provide an extension cord (200 ft., 10 gauge grounded.)

Electric Total: \$ _____

TOTAL PAYMENT: \$ _____

All Registration fees are non-refundable! Subleasing is not an option. Payment must be made at the time of Registration.



June 23 & 24, 2023
Held in the Parks in Downtown Middlebury
Middlebury, IN 46540

VENDORS' RULES AND REGULATIONS

VENDOR RULES & REGULATIONS: The following rules & regulations are to benefit ALL vendors at the Middlebury Chamber of Commerce Summer Festival. Your cooperation is expected and appreciated in making the festival a quality hometown experience. Event Hours: Friday 10:00 AM – 8:00 AM Saturday 9:00 AM – 5:00 PM • All Vendors are required to be open both days of the event during the abovementioned hours. There will be no exceptions; failure to do so would jeopardize acceptance for future festivals/events.

Space / Availability: • 10' X 10' OR 20' X 10' • Sub-Leasing is prohibited. Payment of the space fee must be included with the vendor application.

Setup Hours: • Thurs (June 22) 12:00 PM – 6:00 PM • Fri (June 23) 8:00 AM-9:30 AM - VERY LIMITED and must be prearranged. • Any vendors requiring electrical hookup must contact the chamber for a timeslot. Please Note: Electrical hookup will not be possible without a prearranged timeslot. Schedule your timeslot with:
carmencarpenter@middleburyinchamber.com or 574-825-4300 (Carmen Carpenter).

Artisans / Crafters: All merchandise offered for sale must be quality merchandise. The event Coordinator has the right to dismiss any vendor that does not abide by this requirement. We intend to offer quality merchandise to our customers.

Vendors are responsible for always keeping their space(s) clean and removing trash. The festival provides each vendor site with (1) disposal trash receptacle and (6) trash receptacle liners. A Republics dumpster is located behind the food vendor on Brown Street for vendor convenience. At the close of Friday night festival business, all vendors must clear their debris sites, remove trash liners, deposit them in the dumpster on Brown Street, and replace the trash receptacle liner. At the end of the festival on Saturday evening, vendors must again free their site of debris and deposit the disposable trash receptacles in the dumpster on Brown Street. Failure to do so will result in a \$50.00 cleanup fee. Failure to do so could also jeopardize acceptance for future festivals/events.

Commercial / Marketing Booths: Must be an active (2023) Middlebury Chamber of Commerce member in good standing and remain on-site during hours of operation.

Food Vendors: Food vendors with valid food licenses must purchase a one-time weekend permit from the Elkhart County Health Department. All food, including samples, must be prepackaged at their respective restaurant before being brought to the festival. The Elkhart County Health Department must approve all food samples. The health inspector will be present Friday morning for the inspection and payment of the permit. Please be ready at 8 AM. • If hot or cold foods are offered and are NOT prepackaged, you are responsible for your coolers, ovens, /roasters.

Please note that 200 feet of sanitary water hose for temporary hookup (white RV type) is required. • Gray water should be disposed of in the marked manhole on Brown Street by the old Baptist Church. • Food Vendors will be required to wear gloves at all times. • Vendors are responsible for keeping their space(s) clean at all times and removing trash. • The festival provides each food vendor site with (2) disposal trash receptacles and (12) trash receptacle liners. • For vendor convenience, a Republics dumpster is located behind the food vendor on Brown Street. • At the close of Friday night festival business, all vendors must clear their sites of any debris, remove trash liners, deposit them in the dumpster on Brown Street, and replace trash receptacles with trash liners. • At the end of the festival on Saturday evening, vendors must again free their site of debris and deposit the disposable trash receptacles in the dumpster on Brown Street. Failure to do so will result in a \$50.00 cleanup fee. Failure to do so could also jeopardize acceptance for future festivals/events. • For-Profit food vendors will need to provide a Certificate of Insurance with your application and payment. • Not-for-Profit groups are exempt from the food permit. However, you must show "not for profit status or federal tax ID number" at the time of inspection by the Elkhart County Health Department • ALL FOOD VENDORS MUST HAVE THE APPROPRIATE FIRE EXTINGUISHER TO BE COMPLIANT WITH INDIANA STATE HOMELAND SECURITY REGULATIONS. Please check their website for updates.

ELECTRICAL NEEDS Two hundred feet of electrical cord with ten gauge per outlet, 50-amp plugin if applicable. **CANOPIES:** ALL CANOPIES ARE TO BE STAKED IN THE GROUND. (INCLUDING THOSE USING CONCRETE BLOCKS AT THE BASE) CANOPY OWNERS ARE RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY THEIR CANOPY. ALL CANOPY **STAKES MUST BE COVERED.**

• Vendor Parking – Please Park in public parking areas. **THERE WILL BE NO PARKING ON BROWN STREET DURING THE EVENT.** Vendors' vehicles may enter the park area only to unload supplies during setup or teardown. All vehicles must be out of this area after setup.

SECURITY: OVERNIGHT SECURITY IS PROVIDED. However, The Middlebury Summer Festival Committee, The Middlebury Chamber of Commerce, and the Town of Middlebury are not responsible for breakage/damage of any kind or lost/stolen merchandise.

FACILITIES: Port-a-lots are available in various locations. Handwashing stations and hand sanitizer stations are located throughout the designated event area.

GENERAL INFORMATION: Any person who offensively conducts themselves, including consuming alcohol, drugs, foul language, or any other action not conducive to a respectable family festival, is subject to be removed from the premises.

PETS: PLEASE LEAVE YOUR PETS AT HOME AS WE HAVE A NO PETS ALLOWED RULE.

*PAYMENT & CANCELLATION POLICY: All registration fees are non-refundable; unless Summer Festival Committee cancels the event. Subleasing is not an option. ALL paperwork and payment must be submitted when applying and no later than May 26, 2023. Any incomplete applications will not be forwarded to the committee for approval.

*****You will receive confirmation of application and payment after the committee reviews/accepts your registration. We will send it via USPS if you have not provided an email.

*****One week before the festival, a committee member will contact you with your setup time. I have read and agree to adhere to the Middlebury Summer Festival Rules and Regulations.

Cut & Return-----

Signature_____

Print Name: _____

Vendor Booth: _____

Date: _____

I have read and agree to follow the Summer Festival Committee's Rules and Regulations.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT 2023

Please sign & return the application; your application/file will only be submitted to the committee with all required documents and payment.

In consideration of being granted vendor space for the sale of goods, wares, or services upon lands owned or controlled by the Town of Middlebury, a municipal corporation of the State of Indiana, the undersigned hereby agrees to indemnify the Town of Middlebury and hold the Town of Middlebury harmless from and against any and all claims of whatever nature (including, but not limited to, claims for personal injury or death) and all costs and attorney's fees arising out of or in any manner connected with the sale of furnishing of goods, wares, or services by the undersigned, or any acts of negligence of the undersigned or any employees or agents of the undersigned.

The undersigned further agrees to indemnify the Middlebury Chamber of Commerce, the Middlebury Summer Festival, and its individual committee members and hold the Middlebury Chamber of Commerce, the Middlebury Summer Festival, and its individual committee members harmless from and against any and all claims of whatever nature (including, but not limited to, personal injury or death) and all costs and attorney's fees arising out of or in any manner connected with the sales or furnishing of goods, wares, or services by the undersigned, or any acts of negligence of the undersigned or any employees or agents of the undersigned.

Business _____

Name _____

Date _____