

# RANDOLPH STREET HOLIDAY MARKET APPLICATION AND CONTRACT 2019

**Saturday 14<sup>th</sup> & Sunday 15<sup>th</sup> December: 10-5pm**

**LOAD IN: Fri 10-5pm and Sat 8-10am**

Your Name \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email\* \_\_\_\_\_ Website \_\_\_\_\_

Facebook Link \_\_\_\_\_ Twitter Handle \_\_\_\_\_

Primary Phone \_\_\_\_\_ Instagram \_\_\_\_\_

What do you sell \_\_\_\_\_

**\*This must be provided**

Illinois Sales Tax or SS# \_\_\_\_\_

*\*Please provide a copy of your Resale Certificate if you have one - if none a show tax form will be provide)*

Exhibit Space	Booth Price Per Market	Itinerant Tax	Total
10 x 8' Booth Space	\$350	\$25	\$
6 x 5' Table Space - LOWER HALL AND UPPER HALLWAY	\$195	\$25	\$
4 x 5' Table Space- LOWER HALL AND UPPER HALLWAY	\$150	\$25	\$
Limited Outdoor Space – 10x20	\$225	\$25	
Electricity – must be ordered in advance	\$55		\$
<b>Tables/Chairs - must be ordered in advance</b>		<b>QTY</b>	
Tables – 4' x 30"	\$15 / table - #		\$
Tables – 6' x 30"	\$15/ table- #		\$
Tables – 8' x 30"	\$15/ table #		\$
Folding Chair	\$10/ chair- #		\$
<b>PAYMENT TO RESERVE SPACE</b>	<b>Full Space Rental Due</b>		<b>\$</b>

**Would you like to be on the 'wait' list if you do not secure a space immediately and contacted within the week before if a space became available? Please circle Yes No**

**Payment Options**

Grand Total (Booth & Table/Chair/Electric Rental) \$ \_\_\_\_\_

**PLEASE INCLUDE ITIENART TAX WITHIN TOTAL WITH BOOTH/TABLE/CHAIRS AND ELECTRIC**

**CHECK:**

Check enclosed payable to City Markets, Inc.

Check Number \_\_\_\_\_ Date of Check \_\_\_\_\_ Amt \$ \_\_\_\_\_

**OR**

**CREDIT CARD:**

Name on card \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp \_\_\_\_\_ Code on reverse \_\_\_\_\_

Card Type \_\_\_ MasterCard \_\_\_ VISA \_\_\_ Discover \_\_\_ American Express

**Please check one or both:**

\_\_\_ I authorize City Markets, Inc. to charge the above GRAND TOTAL amount to my credit card.

\_\_\_ I authorize City Markets, Inc. to keep my credit card information on file.

**Notes/Comments:**

\_\_\_\_\_  
\_\_\_\_\_

**Organizers Only**

Booth Assigned \_\_\_\_\_

*I/We authorize City Markets, Inc., producers of the Randolph Street Market Festival / Chicago Antique Market / Indie Designer Market/Spring and Fall Fashion Events/ Holiday Market and all other shows, to reserve space on my/our behalf as I request it.*

*I/We have read and accept the Contract Terms & Conditions. Copies can be found on our website under Dealer Information, or a copy can be given/mailed to you. They are also part of the contracts sent/given for any show. A Contract must be completed in full, signed, and dated to enable the reservation process to begin for any show.*

*I/We understand exhibit space will be assigned on a first come, first served basis based on the date that City Markets, Inc. receives the contract and payment.*

*I/We understand that exhibit space for each market needs to be paid for in full. If you do not, your space will become available for another vendor to rent.*

*I/We understand this is a 'Rain or Shine Market' and there will be no refunds based on weather conditions; that no refunds will be given within 10 days of any Market start date; that refunds will only be given if requested more than 10 days before the start date of the Market & will be returned less a 20% processing fee deducted.*

**PLEASE NOTE: ABSOLUTELY NO FAKES/PIRATED/COUNTERFEIT GOODS ALLOWED, UNDER ANY CIRCUMSTANCES, ON THE EVENT PREMISES OF THE RANDOLPH STREET MARKET/CITY MARKETS. IT IS THE DEALERS RESPONSIBILITY TO GUARANTEE THE PROVIDENCE OF ALL GOODS THEY ARE SELLING/OFFERING AT THE RANDOLPH STREET MARKET/CITY MARKET EVENTS. IF ANY FAKE/PIRATED/COUNTERFEIT GOODS ARE BROUGHT ONTO THE EVENT PREMISES, THE VENDOR WILL BE IMMEDIATELY EXPELLED FROM ALL RANDOLPH STREET MARKET/CITY MARKETS EVENTS. RANDOLPH STREET MARKET/CITY MARKETS WILL BE HELD BLAMELESS FOR ANY MONETARY OR OTHER HARDSHIPS THAT ARISE FROM SUCH INCIDENTS INVOLVING VENDORS**

*This signature covers all CMI events you attend from this date forward and will be kept on file.*

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

## TERMS AND CONDITIONS

This event produced and managed by City Markets, Inc. / Image Pilots (herein called "CMI").

City Markets, Inc. reserves the right to sever contracts with any vendor for any reason including, but not limited to, questionable merchandise, personal behavior, personal grooming, excessive drinking, non payment, poor customer service, not abiding by the Terms and Conditions as set forth in this contract.

City Markets, Inc. Terms and Conditions are valid for the entire calendar year and cover any participating vendors whether or not they have signed a monthly contract.

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### **Antique Dealer Quality Standards:**

**All merchandise must be approved by CMI.** All collectibles must be out of production, at least 25 years old, must have had monetary or artistic value when originally made, and must not be available through catalogs or other non-antique commercial venues. CMI prohibits imported "container" merchandise. Merchandise is subject to CMI's review at any time. If CMI determines, in its sole discretion, that merchandise does not conform to show standards, it must be removed immediately. If multiple violations occur, CMI may revoke your license for exhibitor space. Upon such revocation you must pack and leave the show immediately – without refund.

### **Designer Merchandise Criteria:**

All independent designers must be on-site at the market selling their own designs except in special situations that are approved in advance by management. No third party sales are allowed. All merchandise must be originally designed and produced by the designer. Under no circumstances will mass produced items be allowed.

### **Payment and Refunds:**

The payment of one-month rent is due with the signing of the contract. **Payment in full for each Market is due on or before the conclusion of the previous month's market or the booth space may be reassigned to another vendor by CMI. You may pay by Credit Card or Check.** MasterCard, Visa, Discover or American Express will be accepted in payment of booth rent. Please include your entire card number, expiration date, the three numbers on the back of the card; a full authorized signature, and your billing address. We cannot confirm your reservation without complete credit card information or a check. Please make checks payable to: **City Markets, Inc.** Dealers who have written bad rent checks will lose check payment privileges, and must pay in cash or by credit card. Dealers whose checks are returned unpaid will be charged an additional \$50 reprocessing/bank fee. This is a rain or shine Market; no rental fees will be refunded due to weather. No refunds will be given within 10 days of any Market start date. Refunds will be given if requested more than 10 days before the start date of the Market with a 20% processing fee deducted.

### **Tents:**

Tents for outdoor dealers are optional and must be provided by the individual dealers. There can be no staking into the ground and **all tents must have at least 50.lbs of weight on each corner with either cement, sandbags or water buckets, to keep tent from blowing. If you do not weight your tent you will be asked to disassemble your tent. You will be liable for any damage your tent does if not correctly weighted down.**

### **Tables:**

While we encourage you to invest in your own tables, 6' and 8' tables are available for rent at \$15 each and folding chairs are available for \$8 each. These items must be ordered in advance with your application. There are no refunds for tables and chairs ordered but not used. **We cannot guarantee furniture rental if it is not ordered at least one-week prior to the market.** All indoor tables must be skirted to the floor.

### **One Dealer/Business per booth:**

You may not split your booth with another dealer. *\*Subletting booths is not permitted without authorization from CMI.* The names of all booth staff must be registered with your application.

### **Customer Receipts:**

While we do not insist that you give a money back guarantee on all merchandise sold, YOU MUST write on the receipt any description and age of the merchandise. In the case of a dispute, show management will be the final arbiter and the exhibitor must accept our judgment if the item is deemed to be a reproduction or misrepresented.

### **Pricing:**

All merchandise must be priced. **No signs indicating "sale", "huge discount", etc. will be allowed**

CITY MARKETS, INC./IMAGE PILOTS  
47 W. Division Street, #187 · Chicago, IL 60610  
312.666.1200 · 312.666.1199 Fax  
info@randolphstreetmarket.com

**Sales Tax:**

You must collect and pay sales taxes to the state of Illinois via your Illinois Resale Tax number. If your business is not based in Illinois, tax-reporting forms will be provided to you. In any event, management bears no responsibility of payment of sales tax and you agree to indemnify CMI for any failure by you to pay the required sales taxes to the State of Illinois. CMI is required by law to send the State of Illinois a complete list of dealers who participate in each market. State tax numbers must be submitted on your contract.

**Advertising:**

No signs or advertising devices shall be used unless approved or furnished by the CMI. Dealers shall refrain from obstructing all vehicle and pedestrian pathways.

**Laws Applicable:**

Dealers shall abide by and observe all laws, rules and regulations of the state of Illinois and the City of Chicago and department thereof.

**Force Majeure:**

In the event any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, or any other cause or agency over which CMI has no control, or should CMI decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibit, or reduce the installation time, exhibit time, or move-out time, CMI shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

Neither CMI, nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability for liability, for any damage, loss, harm or injury to the person or any fire, water, accident or any other cause, and none of the parties hereto mentioned will obtain insurance against any such damage, loss, harm or injury.

The applicant hereby agrees to indemnify, defend and protect CMI and hold and save the above party from any and all claims, demands, suits, liability, damages, loss, cost, attorney fees and expenses of whatever kind of nature which might result from or arise out of any action or failure to act of the applicant or any of his or her employees, including but not limited to claims or damage or loss of property, or from or out of any damage, loss, harm or injury to the person or any person or any property of the applicant.

**Damage to Property:**

The exhibitor is liable for any damage caused to standard booth equipment, or to other exhibitor's property. The exhibitor may not mark, tack, make holes, and apply paint, lacquer, adhesives or other coating to walls, ground or standard booth equipment.

**Disability Provisions:**

Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities ("ADA") and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold CMI harmless from and against any and all claims and expenses, CMI attorney's fees and litigation expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against CMI its officers, directors, agents, or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

**Amendment of Rules:**

CMI reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by CMI.

**Liability:**

CMI will not be responsible for damage to, loss, or theft of property belonging to or injury to any exhibitor, his agent, employees, business invitees, visitors, or guests. Each exhibitor is expected to carry his/her own appropriate insurance and to list CMI as additional insured.