#### **Vendor's Process Procedure**

- Notice will go out on MITW website once Contract is finalized: menominee-nsn.gov

- Vendor's Contract Form will be available May 31, 2024 on MITW website in:

Forms Tab - Chairman's Office - Powwow Vendor's Form.

- Lot request will be on a 1<sup>st</sup> come 1<sup>st</sup> serve basis AFTER approval by Powwow Chairperson.

Payment must be submitted before lot can be selected. Vendor's contract can be filled out online thereafter.

Accepted payments are: Cash, Card, Money Order, Cashier's Check or Online payment. NO PERSONAL CHECKS will be accepted.

You can pay in person or pay online. Paying online will come with a convenience service fee from AllPaid Company that will be applied to your payment.

#### Pay Online process:

Go to: menominee-nsn.gov

Select Pay Online tab on top of webpage

Select Chairman's Office Donations

You will now be in the AllPaid payment site

Name: Enter in your Business Name

Middle: Skip this or put in a hyphen -

Last: Your last name

Department for Donations: Select for drop down list – Pow-wow

Notes: Type in Vendor type you are paying for:

-Food Vendor \$700.00,

-Craft Vendor \$500.00

-Informational \$50.00

Processing can take up to 2 days. However we've been getting them sooner.

## MENOMINEE NATION CONTEST POWWOW Vendor Contract

Please check one (	of the following: Food vend	ior: Graft Vendor: i	Informational:
BETWEEN:	MENOMINEE INDIAN TRI (Hereinafter "TRIBE")	BE OF WISCONSIN	
AND:	(Hereinafter "VENDOR")	Print Name and/or Business Name	_
Mailing Address:			_
Email Address:			_

Agreement made by and between the parties listed above. In consideration of the mutual promises contained in this agreement, the parties agree as follows:

- 1. **GRANT OF PERMISSION.** TRIBE hereby grants to VENDOR a right to occupy the use, subject to all of the terms and conditions of this Agreement, a portion of the Menominee Nation Pow-Wow Grounds to be designated by TRIBE. TRIBE reserves the right to assign all locations, and make any changes which may be necessary at any time.
- 2. **LIMITATION TO DESCRIBED PURPOSE.** The above described property may be occupied and used by VENDOR solely for the sale of food or goods as described in VENDOR's Application and incidental purposes related to such purpose during the period **July 31**<sup>st</sup>, **August 01, 02 & 03 2025.**
- 3. PAYMENT. VENDOR shall pay to TRIBE \$700.00/Food (Lots 1-9 & 21-29); \$500.00/Craft (Lots 10-20C & 30-40); \$50.00 for Informational Booths (Lots 41-43), as shown in the Map. Payment shall be made in full at time of securing lot. NO DOWN PAYMENTS OR INSTALLMENT PAYMENTS WILL BE ALLOWED.

PERSONAL CHECK WILL NOT BE ALLOWED.

PLEASE MAKE PAYMENT VIA MONEY ORDER, CASHIERS CHECK, CASH, OR MITW ONLINE PAYMENT. Mail to or Online payment:

MITW-POWWOW PO BOX 910 KESHENA, WI 54135 ON-LINE PAYMENT (2.6%+.10 service fee will be applied)
GO TO: www.menominee-nsn.gov
click Forms tab – Chairman's Office- Powwow Vendors Contract

- **4. GOVERNING LAW.** It is agreed that this agreement shall be governed by and enforced in accordance with Menominee Tribal Law and that Menominee Tribal Court is the forum for any dispute.
- **5. SOVEREIGN IMMUNITY.** The Menominee Indian Tribe does not waive its sovereign immunity.
- **ASSIGNMENT OF RIGHTS.** The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 7. INDEMNIFICATION. VENDOR shall indemnify and hold TRIBE harmless from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this agreement, or any means of ingress or egress from such premises, except liability for personal injuries, property damage, or loss of life or property caused solely by TRIBE's negligence. Any losses to VENDOR due to theft, fire, accident or any other cause shall be the responsibility of VENDOR.

- 8. CONDITION OF SITE NOT WARRANTED. TRIBE does not warrant or represent that the above described property is suitable for the purposes for which it is permitted to be used under the terms of this agreement, and is under no duty to make any changes to said property.
- **9. WARRANTIES OF VENDOR.** VENDOR warrants that:
  - a. It will comply with all rules applicable to Menominee Nation Pow Wow Board in Vendor Rules (attached).
  - b. It will comply with the Menominee Nation Pow-Wow Guidelines on sale of Indian made goods, and sign the Vendor Certificate of Compliance attached hereto, and incorporated herein.
  - c. It will comply with all ordinances of the Menominee Indian Tribe, and any other applicable law.
  - d. It will ensure that neither VENDOR nor VENDOR's employees shall be in possession of alcohol or illegal drugs on the Pow Wow Grounds and that neither VENDOR nor VENDOR's employees shall be under the influence of alcohol or illegal drugs on the Pow Wow Grounds.
  - e. It will allow any member of the Menominee Nation Contest Pow-wow Board or a representative of the Menominee Indian Tribe's Environmental Services Department access to VENDOR's site, and allow inspection of VENDOR's food or goods without any prior notice requirement.
  - f. The Board will authorize two (2) weekend passes for each vending lot for the VENDOR and employees. If additional passes are needed it will be the VENDOR'S responsibility to contact the Pow-wow Board to purchase the additional passes prior to the opening day of the Pow-wow (Friday, August 01, 2024).
  - g. All workers in vending lot are REQUIRED to have a vendor's pass, daily pass and or weekend pass.
- 10. CANCELLATION OF AGREEMENT. VENDOR's failure to comply with any of the terms and conditions of this Agreement shall result in immediate cancellation of VENDOR's permission to use the premises granted under Paragraph 1 and no refund of payment made under Paragraph 3 shall be due VENDOR if said cancellation is due to VENDOR's failure to comply with these terms. If VENDOR cancels this Agreement, no refund of the fee paid under Paragraph 3 shall be due to VENDOR.

**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be executed on the dated indicated below.

ATTEST:	MENOMINEE INDIAN TRIBE OF WISCONSIN -	TRIBE
Signature:	Joey Awonohopay, Tribal Chairman	Date
ATTEST:	(Company Name or Individual: Please write clearly)	VENDOR
Signature:		 Date

## MENOMINEE NATION CONTEST POWWOW

## Vendor Certificate of Compliance Public Law 101-664, E104 State 4662 18 U.S.C. § 1159

The below vendor certifies that he or she shall comply with Public Law 101-644, E104 State 4662 commonly known as the "Indian Arts and Crafts Act of 1990." The Act clarifies the wording of 18 U.S.C. § 1159 and amends the existing penalties for criminal misrepresentation of imitation Indian arts and crafts, pursuant to 18 U.S.C. § 1159. 18 U.S.C. § 1159, "Misrepresentation of Indian Produced goods and products" states in part the following:

"It is unlawful to offer or display for sale or sell any good, with or without a Government trademark, in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian tribe or Indian arts and crafts organization, resident within the United States."

The below vendor certifies to the Menominee Indian Tribe of Wisconsin that any and all goods displayed and/or offered for sale at the Menominee Nation Pow-Wow which are suggested to be Indian produced, an Indian product or the product of a particular Indian or Indian or Indian tribe or Indian art or craft are indeed manufactured, crafted or produced by such an Indian, Indian tribe or Indian organization and is in compliance with 18 U.S.C. § 1159. The below vendor further certifies that any item displayed or offered for sale which is not Indian produced shall be clearly marked.

The below vendor further certifies that in order to respect the cultural values of Native Americans, I agree not to sell or display Native artifacts obtained from archaeological or Native grave sites. Nor will I display or offer for sale items that were used in Native religious worship or service, including eagle feathers.

Violations of this certification will result in the immediate cancellation of the vendor's license to display or sell any goods at the Menominee Nation Pow-Wow and will result in the vendor being expelled from the Pow-Wow grounds. Violations of federal law will be reported to the appropriate law enforcement agencies for official action. For the purposes of this certificate, the term "Indian" shall mean a member of a federally recognized Indian Tribe.

Tooling that this range comply then the above it is a		
Signature	Date	
Street/P.O. Box Address:		
City and State		
For further information regarding the Indian Arts and Crafts Act write:		
Indian Arts and Crafts Board		

I certify that I will fully comply with the above law and the terms of this certificate

Room 4004 Interior Building Washington, DC 20240

#### **2024 Menominee Nation Contest Powwow**

#### **VENDOR RULES**

- 1. Food Vendors: A Food handlers permit will be needed in order to operate any kind of food/concession stand. Permit price is \$26.00. To obtain a permit, please contact the Members Services Department at 715-799-5142 or email Franny Kitson at <a href="mailto:fkitson@mitw.org">fkitson@mitw.org</a> (Please note: You cannot operate your food stand without this permit!).
- 2. There will be only two (2) weekend passes given to each stand. For any additional workers in the stand, please purchase additional passes ahead of time before the start of the Powwow. Contact Powwow Board Chair Michael Fish Jr. at (715) 799-5114 Ext. 1270 or Vicechairman@mitw.org with any questions.
- 3. All vendors shall supply proof of enrollment in a federally or state recognized Tribe to the Members Services Department.
- 4. Craft Vendors: Please provide photographs of your inventory when applying for your vendor pass. Members of the Powwow Board have sole discretion to approve or reject your application based on the content of your inventory. It is the responsibility of the Board to ensure vendor booths provide variety and quality to powwow participants.
- 5. Food Vendors: Please provide copies of your full menu when applying for your vendor pass. Members of the Powwow Board have sole discretion to approve or reject your application based on the content of your menu. It is the responsibility of the Board to ensure food vendors are providing a variety of quality foods to powwow participants.
- 6. Food Vendors: Please submit a liability insurance waiver certificate with a minimum of \$500.00 coverage or complete the Insurance Waiver (attached) if you are unable to submit insurance.
- 7. Food Vendors: Please do not throw your old cooking grease into the garbage bins or wooded area of the Powwow grounds. Please place grease in an old container after the event and Powwow staff will be sure to properly dispose of substance.
- 8. There shall be absolutely no alcohol, drugs, drug paraphernalia, synthetic drugs or weapons of any sort on Powwow grounds. Any reports of this activity will be reported to law enforcement and any individual(s) will be escorted off the grounds immediately by security or a Powwow Board Member.
- 9. Craft Vendors: There shall be absolutely no toys for children that may harm any bystanders including, but limited to bats, "sticky hands", flammable products, or any weapons that may be deemed harmful such as play guns, play swords and lasers. There shall be absolutely no items or products that display gang insignia and drug insignia. If seen by any Member of the Powwow Board, vendor will be asked to remove the merchandise from their display and not sold. If items are not removed you will be asked to leave the grounds with no refund.
- 10. Craft Vendors: There will be no selling of any type of food, candy, or beverages during the duration of the powwow, unless you paid the food vendor fee in addition to the craft vendor fee.
- 11. Pet Policy: Vendors are encouraged to please leave pets at home. However if traveling with your furry companion, please be sure that they are leashed/or tied up at all times during the event, and that all vaccinations are up to date with proof. The Menominee Indian Tribe will not be liable for any accidents/injuries caused by or to the pet. We would like to keep our powwow as safe as possible for all those in attendance. **Reminder: Please DO NOT leave pets in vehicles!**

have read the above rules for vending at the 57th Annual Menomine		
Nation Contest Powwow, and understand	that if any of the rules are broken during the weekend of the Pow-wow (July	
31, August 1,2,& 3, 2025), that I will be ask	ed to leave the grounds immediately, with no refund for the vending spot I pai	
(as per contract).		
Χ		
Vendor's Signature	Date	
X		
Receiving Staff Signature	Date	

[This space intentionally left blank]

# 2024 Menominee Nation Contest Pow-wow Vendor Pass/Worker Verification Form

Name of Vendor	
Vendor Mailing Address	
Vendor Phone Number	
Preferred Lot Number (s)	Lot Number Assigned Pow-wow Staff Only

Please Note: Pow-wow Staff will assign lot number according to date payment was received. Verification letter or call will be mailed/made to the Vendor indicating lot number prior to the start of the Pow-wow.

## **Vendor Staff Listing/Vendor Staff Passes**

No. Staff	Name of Staff (Please provide a listing of staff that will be working with you)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

# 56<sup>th</sup> Annual Menominee Nation Contest Powwow Food Vendor Use Only Liability Waiver

This is to certify that we, the undersigned, do not carry liability insurance which would cover any and all operations that we may carry out as a food vendor at the Menominee Nation Contest Powwow on July 31, August 1-3, 2025.

We agree to release, indemnify and hold harmless Menominee Indian Tribe of Wisconsin from all claims, fines, and actions resulting from the above activity. The undersigned agrees to indemnify, hold harmless and waive any right of subrogation against Menominee Indian Tribe of Wisconsin its agents, officers, officials, employees from any and all loss or cost arising from injury, disability or death to any vendor, operator, employee, volunteer or member of the general public.

Dated this	day of	, 2025
Print Name/Business Nam	ne:	
Authorized Signature:		