

<b>OFFICE USE</b>	Date Application Received ____ - ____ -12	Set-up Entry Point _____
	# _____	
	Insurance Received ____	Accept Sent _____
		Booth Assignment _____



**BISMARCK STREET FAIR - September 14 & 15, 2012**  
**Food Vendor Application and Agreement**  
**Early Deadline – April 20, 2012**

Trade Name \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Contact Person's Name \_\_\_\_\_ Tax Permit # \_\_\_\_\_  
Primary Phone # \_\_\_\_\_ Other Phone # \_\_\_\_\_  
Address \_\_\_\_\_ City, St, ZIP \_\_\_\_\_

**Booth Space and Fees:**

Booth Space up to 10'x 15' is \$190  
Add \$10 per foot over 15 feet. (Maximum: 10'x 30')  
Example: 10'x 20' booth = \$190 + \$50 (5'x \$10/ft) totals \$240.  
Electrical outlets are **limited**. Indicate 110 Volt (20 amp) @ \$60 \_\_\_\_\_ or  
220 Volt (50 amp) @ \$120 \_\_\_\_\_

**End Location:** An additional \$20 fee is required to reserve an end location. End locations are filled as requests are received. Mail early!

Length of Booth Space Requested? 10' x \_\_\_\_\_ Feet. The requested space size **MUST INCLUDE** extensions, such as the trailer tongue.

What will be in your Space? Canopy \_\_\_\_\_, Chuck Wagon \_\_\_\_\_, Other \_\_\_\_\_

The SF Committee will place vendors/booths based on size, electrical needs and the date the application is received. We will try to place returning vendors/booths in the same proximity as last year - unless otherwise requested below. **A specific location cannot be guaranteed.**

**PROOF OF INSURANCE is REQUIRED by August 31, 2012:** Certificate of Insurance - \$1,000,000 combined single limit commercial liability coverage. Mail or Fax - (701) 223-7385 - the Proof of Insurance to us by August 31, 2012. Your space will be available for resale (no refund) if not received by 8-31-12.

**ATTENTION:** List the food items you will be offering: \_\_\_\_\_

Once submitted, you **MAY NOT** add or substitute food items! **NOTE:** The Downtown Business Association will operate the **beverage concession** with the BSC and FCA athletic groups. **Food Vendors may sell only** brewed coffee, brewed tea, and/or fresh hand squeezed real fruit drinks.

Requested Space Length: 10' x _____ ft (\$190 plus \$10 per foot over 15 ft)	\$ _____
Add \$20 for End Location preference.	+\$ _____
Electrical Service: 110V(20 amp) @ \$60 each _____ 220V(50 amp) @ \$120 each _____	+\$ _____
Add \$35 Late Fee if submitting this after the April 20, 2012 early deadline.	+\$ _____
<b>TOTAL</b>	<b>=\$ _____</b>

**PLUS... enclose \$150 separate check as a refundable Clean-Up Deposit.**

Make both checks payable to **Downtown Street Fair.** **Read Other Side, Sign and Date.**

# STATEMENT OF AGREEMENT AND UNDERSTANDING

## *Date and Signature required.*

1. By my signature below, I agree to abide by the rules and policies set forth in this application and to advise all persons working with me during this event of the same.
2. I agree to abide by all applicable North Dakota statutes, ordinances, regulations, and those of the City of Bismarck and the Downtown Business Association of Bismarck. Specifically, I agree not to use or condone the use of drugs or alcohol in the event area and not to do any act, which would constitute a breach of peace.
3. I agree to setup at the time, place and manner as instructed and to not tear down until closing time or as otherwise directed.
4. I take responsibility that all food items, including those that are homemade, to comply with all health regulations and abide by the Downtowner's requirements regarding beverage sales.
5. I grant permission to the Downtown Business Association to use photos, slides, tapes, or other visual representations of my booth and my product without compensation.
6. I am totally responsible for my booth and exhibited personal property including the method of display, method of setup, security for the protection of my property, sale of merchandise, take down of the booth and disposal of trash. I will provide all materials for my booth.
7. I will provide Downtown Business Association with Proof of Insurance for \$1,000,000 combined single limit commercial liability coverage **by August 31, 2012.**
8. I will set up my booth so that I respect the existing storeowners, their window and entrance areas. I will not block such areas and agree not to solicit outside my booth space.
9. In consideration of my use of the Downtown business area, I agree to indemnify and hold harmless the Downtown Business Association from any claims for damage to persons or property in any manner related to my use or occupancy of the Downtown area and event site. I release the Downtown Business Association from any liability for loss, damage, or theft of my property including damage or destruction to my booth.
10. I agree that once the Downtown Business Association has accepted my application and food items, my entry fee is not refundable.
11. Any proceeds derived from the sales of my product are entirely mine and I am entirely responsible for collecting and remitting any applicable sales taxes.
12. I will be responsible for the necessary permits, licenses or fees required to sell food and will indemnify the Downtown Business Association from any claims thereof.

Any dispute with respect to this document or the materials furnished or in anyway related to the Downtown Street Fair 2012 will be resolved in Bismarck, North Dakota whether by arbitration, mediation or litigation and I submit to the jurisdiction of the Burleigh County District Court with respect to any litigation.

**I have read this agreement and materials furnished with this form and agree to abide by them.**

By my signature below, I hereby accept the terms and conditions stated on this Application and Agreement.

Date \_\_\_\_\_ Signature of Vendor \_\_\_\_\_

**Mail all required documents and 2 checks to: DOWNTOWN STREET FAIR  
PO BOX 521  
BISMARCK ND 58502-0521**

**EARLY DEADLINE: APRIL 20, 2012**

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