

**South Dakota Chocolate Festival
2010 Vendor Contract**

Vendor Name/Business: _____

Address: _____

Phone: _____ Email: _____ Web site: _____

**In consideration of Vendor's participation in the South Dakota Chocolate Festival,
Vendor agrees to the following contract:**

Items for sale/display/handout _____ Vendor may only sell the merchandise specified in this Contract. All items for sale are prepackaged. Vendors must be prepared to supply staffing and any equipment for product displays and sale. Identification badges must be worn and used for booth personnel to gain entrance to the facility. To present a variety of product options, items available for sampling, sales, and display will be on a first come first serve basis. The South Dakota Chocolate Festival ("SDCF") board reserves the right to refuse any product for the 2010 Festival. No animals are permitted in the premises. No refund. Reschedule snow date.

Check applicable boxes:

Booth(s)-1 \$200 2 \$150 3 \$125 Electricity \$15 Extra Table \$10 Ad \$25 Sponsor
(10'x8' booth with skirted table & 2 chairs) See web site
Total fee: _____ (Payable by credit card (fax in contract and call in card info to 605-642-2989), check or Money order with contract to: **South Dakota Chocolate Festival**, 1003 W. Woodland Drive, Spearfish, South Dakota 57783-9578)

Terms and Conditions:

1. **Location:** The Spearfish Convention Center/Holiday Inn, located at 1-90 and Exit 14, will house the South Dakota Chocolate Festival.
2. **Show Dates and Times:** Displays must remain open for business and staffed by Vendor during the following hours: Saturday, May 1 & Sunday May 2, from 10AM to 5PM.
3. **Move in times:** The Spearfish Convention Center is open Friday, May 1 from 2PM to 9PM for move in.
4. **Booth Location:** The SDCF assigns booth according to the needs of the show.
5. **Sale Tax:** Vendor shall be responsible for SD State Sales tax/license. (Agent will be on site.)
6. **Insurance:** A **current** Certificate of Insurance must be included with this contract and booth rental fee. This must reflect property and liability coverage of not less than \$1,000,000. When **selling food items**, the policy will be a general liability coverage policy with minimum limits of \$1,000,000.
7. **Security:** The Spearfish Convention Center provides security services for all vendors' materials and space within the Center after show hours.
8. **Liability:** SDCF, its owners, officers, directors, members and agents, are not and shall not be responsible or liable for personal injury or property damage of any kind arising in any way in connection with or through the actions of Vendor or Vendor's employees or agents.
9. **Policies and Requirements:** I have read the Festival's Vendor Policies and Requirements, and will comply with them.
10. **Indemnity Agreement:** I agree to indemnify, protect, defend, and hold harmless South Dakota Chocolate Festival and its owners, officers, directors, members and agents from and against any claims, demands, proceedings, causes of action, suits, damages, liabilities, fines, penalties, cost to comply with court and public agency directives, losses, costs and expenses (including, without limitation, attorney's and consultants' costs, expenses and fees, costs of experts, investigation expense and costs incurred in settling indemnified claims either before and after litigation is commenced) arising out of my participation at South Dakota Chocolate Festival and my sale, sampling or display of any food or product.

Signature _____ Date _____