



**Mail To:** The Black Market  
 3313 S Western Ave  
 Sioux Falls, SD 57105  
 Office: 605-332-6004  
 robyn@BlackIncEvents.com



## The Black Market ~ Sublease Application 2024-2025

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

Address: \_\_\_\_\_ Phone : \_\_\_\_\_ Cell: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

\*E-mail Address will be used to send updates and other show information to you!

**Signature**

**Date**

\*\*\*See page 2 for Ministry policies. By signing you agree to all the rules, if unsigned your application will not be accepted\*\*\*

Sales Tax #: \_\_\_\_\_ \*every vendor will receive a special event tax form at each show.

\*Description of items you're selling: \_\_\_\_\_

*\*Spaces will be assigned upon availability. Regular vendors may reserve their same space for the entire season. However, we reserve the right to assign spaces as needed, and may rearrange vendors from time to time to fill space.*

Please check all 2024-2025 dates you plan to attend and want to reserve your booth/table for:

- |                          |                          |
|--------------------------|--------------------------|
| _____ October 5-6, 2024  | _____ February 1-2, 2025 |
| _____ November 2-3, 2024 | _____ March 1-2, 2025    |
| _____ December 7-8, 2024 | _____ April 5-6, 2025    |

\*\*\*Rent is due 30 days in advance or when you apply if closer than 30 days to show\*\*\*

Setup: Fridays 8am-8pm & Saturdays 7am-9am

Show Hours: Saturdays 9-5pm & Sundays 10am-3pm @ W.H. Lyon Fairgrounds in Sioux Falls

\*Please check one of the following:

**Table Spaces**

- \_\_\_\_\_ \$55.00 for **one 8ft table** in aisle
- \_\_\_\_\_ \$95.00 for **two 8ft tables** in aisle
- \_\_\_\_\_ \$145.00 for **three 8ft tables** in aisle

**Booth Spaces**

- \_\_\_\_\_ \$110.00 **½ booth** (10x8' area) with two 8ft tables  
(Only a few available, so call ahead for availability)
- \_\_\_\_\_ \$165.00 **Full booth** (10x16' area) with four 8' tables
- \_\_\_\_\_ \$275.00 **1.5 booth** (10x24' area) with six 8' tables
- \_\_\_\_\_ \$320.00 **2 Full booths** (10x32' area) with eight 8' tables
- \_\_\_\_\_ \$\_\_\_\_\_ total for \$5.00 per additional 8' tables

\*\*\*Include your **check Payable to Hand Up Foundation** with your application to cover your first month's rent - **OR** we can charge debit/credit cards (4% extra fee applied to all cards)

**PLEASE NOTE: A one-time membership fee of \$20 is due the first time you join this PMA. Upon registration for a member event, your 1st sublease rent is due. Booth Rent is due 30 days in advance of each show.**

**\*\*\*Either Credit Info or Bank Info is required of all exhibitors to reserve space. Failure to provide rent 30 days prior to each show you have reserved will result in those table/booth fees charged to the account you have provided here. You can cancel up to 10 days prior for an event reserved and receive a credit to a future show. Additional 4% fee applies to all debit or credit cards use to pay the sublease\*\*\***

Credit Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_ Sec #: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Name on Account: \_\_\_\_\_

Bank Routing # \_\_\_\_\_ Your Account #: \_\_\_\_\_

*(generally, first 9 digits on bottom left of the check)*

# The Black Market 2024-2025 Season

**\*\* By signing the first page, applicant acknowledges they are a member having fully read application and “The Black Market Policies” and the “Service Agreement” provided with this application and agrees to abide by all rules and regulations pertaining to this event for the entire season. Subsequent bookings in the same season do not require another application; however, the rules remain in effect for any shows exhibitor/member attends during this season. This is a private agreement (contract) between Hand Up Foundation (the “Ministry”) and you the Exhibitor/Member. It is the intention of the Parties in this Private Agreement to resolve any disagreements pertaining to this agreement will be handled privately and are excluded from the law of any other forum, by the laws of the State of South Dakota, without regard to the jurisdiction in which any action or special proceeding may be instituted and free from all suits.**

## **Policies & Disclaimer**

1. **Regular Vendors:** Regular vendors typically have the first right of refusal for their space each month. Please be sure to reserve those spaces right away or those spaces can be sold.
2. **Direct Sales:** Direct sale agents are admitted only one per company. In addition, if you book only a couple show dates and another agent with your company is interested in the entire season, you lose the space to the other applicant.
3. **Reservations:** You may reserve more than one month at a time. Sublease Rent is due 30 days in advance or upon reservation. Vendors may charge booth rent to a debit/credit card they can submit to be kept on file for a 4% per charge credit card fee. All exhibitors are required to provide a debit/credit card upon application to be charged if they fail to show up to set up at a show and did not pay in advance for their reservations.
4. **Cancellations:** Cancellations permitted if we have a minimum 10day notice prior to the show and exhibitor will receive a credit towards a future show, and will be rolled forward 1 time. After that, cancellations will result in forfeit of your rent payment. We will not send any refunds. Booths not already paid for further than 30 days out can be fully cancelled with no rent due. All cancellations must be relayed with a phone call!
5. **Space Assignments:** Full time vendors (setup at 5+ shows per season) may have more consideration when we are assigning booth spaces. Part time vendors may choose their space if it does not affect the full-time exhibitors. We will do our best to get everyone into a space that is comfortable to them.
6. **Setup:** Vendors are not allowed to setup beyond designated times and will not be permitted to setup once the show starts. Vendors that show up after the start without a prior phone call for permission forfeit their space and are not eligible for a refund. This is distracting to shoppers and vendors.
7. **Teardown:** Teardown must *be completed by 8PM on Sunday Evenings*. Vendors must consider what to bring so late teardown it not an issue. Vendors are not allowed to tear down early on either Sat or Sun. Vendors violating this rule may not be allowed to setup at any future flea markets. Staying past 8pm will result in a \$50 extra fee.
8. **Parking:** There is designated vendor parking. Those choosing not to adhere to our vendor parking areas will receive a \$50 parking ticket per violation payable to The Black Market.
9. **Check or Money Order payable to: Hand Up Foundation** This is due 30 days prior to the show. We sometimes operate on a sellout basis, at which time you may be placed on a waiting list, so reserving your space early is recommended. Any vendor who has not paid for the show 30 days in advance may forfeit his/her space and may be moved to another spot. However, once your rent payment is received, your sublease space is guaranteed.
10. **Security:** The Black Market will do our best to keep your items secure while at our show. However, we are not responsible for lost or stolen items. We suggest all valuables be removed nightly from the show and brought back with you each day. We also suggest ropes, blankets, and other such items to cover and rope off your booths while you are not present. You are responsible for your items at this show for the duration of the event from setup to tear down.
11. **Non-Sufficient Fund Payments:** Are subject to added fees up to \$40.00 and may be turned in to collections.
12. **There are NO REFUNDS.** However, if you cannot make it to a show, but give a minimum 10-day notice, we will apply your sublease payment towards a future show.
13. **No Call No Shows:** If a vendor fails to call or show up for a show, there is NO refund, and their check will be cashed or their checking account or credit card on file will be charged for the booth space. If no rent payment is received, the vendor will be required to pre-pay to reserve a space at future shows or may be uninvited.
14. **Bad Weather:** In the event of severe weather that prevents vendors from traveling safely to the shows, vendors need to call to advise they will not be able to setup, but no refund will be given.
15. **Cancelled Show:** If the show is cancelled due to bad weather or for any reason, we will transfer your booth rent to the next month, or another show date that works in that season.
16. **Item Pricing:** We operate as an open marketplace and do not dictate item pricing. Each vendor is allowed to decide and price their own items accordingly. We will not get involved in pricing disputes between vendors!
17. **Taxes:** All vendors must collect and report their own taxes on items sold. A special event tax form may be provided to vendors by the Department of Revenue, otherwise it is solely your responsibility.
18. **Refusal of entry/asked to leave:** We have the right to refuse a space or to make vendors leave the show at any time, for any reason with no refund.
19. **Insurance:** It is hereby agreed and understood that I, the exhibitor will carry the necessary insurance covering myself and all items, property displayed, used and possessed by me, the exhibitor, in the Expo Building, and or other areas of the W. H. Lyons Fairgrounds during any of 2024-2025 The Black Markets, and hereby exonerates Hand Up Foundation, the W.H. Lyons Fairgrounds, SE Fair Association, Sponsors, workers, other vendors, and helpers from

any bodily injuries to myself or my helpers/workers, damages, theft or losses while setting up, attending, while in transit to and from, or anytime during any of the 2024-2025 Shows.

20. **Prayers:** Hand Up Foundation Ministry offers prayers over the PA system and in person at the events. Please note that staff are available throughout each event for additional prayer as requested.

**Hand Up Foundation (the "Ministry") Service Agreement pertaining to any and all services provided:**

**RELATIONSHIP:** Ministry and the MEMBER (renter). The MEMBER agrees that they are entering this Agreement and Contract as a living man/woman and that his/her name of the MEMBER on this Agreement and Contract does not represent a corporation or person.

**DURATION:** This Agreement and Contract may be terminated at any time by the MEMBER's cancellation of the rental, demise, or cancellation or removal by the Ministry Management Staff for cause.

**DONATION TYPE:** The MEMBER understands that all monies donated will be in lawful money for credit on account. Under no consideration shall it be interpreted that Federal Reserve Notes "FRN's" are able to replace the Coinage Act of 1873 for lawful money; however, MEMBER agrees that in the event that FRN's are the transmitting utility, that the Collective Entity Doctrine does NOT apply.

**TERMS OF SERVICE:** The MEMBER is bound by the Ministry Terms of Service and acknowledges he / she has read and agrees to abide by the Terms of Service located on all contracts which may change from time to time.

**DISPUTE RESOLUTION:** The Ministry and The MEMBER commit to first seek dispute resolution through individual discussions with the Executive Director or person involved in the dispute, and then if necessary, through a Prayer Board. Should outside dispute resolution between the Ministry and the MEMBER become necessary, the Ministry and the MEMBER agree to both commit to seek a biblical Matthew 18 private dispute resolution.

**NO CONFLICT:** Neither the MEMBER nor the Ministry has any agreement, relationship, or commitment to any other person or entity that conflicts with the MEMBER's obligations to the Ministry or the Ministry's obligations to the MEMBER under this Agreement and Contract.

**NECESSARY ACTS, FURTHER ASSURANCES:** The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement and Contract.

**APPLICABLE LAW:** This Agreement and Contract and any dispute arising from the relationship between the parties to this Agreement and Contract, shall be governed by, construed under, and enforced in accordance with the laws of the state of South Dakota and/or the STATE OF SOUTH DAKOTA, at the discretion of the Ministry.

**JURISDICTION:** Jurisdiction for any dispute arising from the relationship between the parties to this Agreement and Contract shall be common law on the Republic for South Dakota and/or the STATE OF SOUTH DAKOTA at the discretion of the Ministry.

**ENFORCEABILITY:** This Agreement and Contract shall be binding upon, and enforceable by and against, the parties and their respective successors, assigns, and legal representatives in accordance with its terms.

**ASSIGNMENT:** This Agreement and Contract may not be assigned by either party without the written consent of the other; provided, however, that the Ministry may assign its rights and delegate its duties under this Agreement and Contract without the MEMBER's consent to a successor by sale, merger, restructuring, reorganization, or liquidation, if such successor carries on the Ministry's Ministry substantially in the form in which it is being conducted at the time of the sale, merger, restructuring, reorganization, or liquidation.

**ENTIRE AGREEMENT AND CONTRACT:** This Agreement and Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement and Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement and Contract.

**MODIFICATION OF AGREEMENT AND CONTRACT:** This Agreement and Contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement and Contract shall be binding unless it is in writing and signed by both parties. No provisions in either party's correspondence or other Ministry forms used by either party shall supersede or add to the terms and conditions of this Agreement and Contract.

**WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement and Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**COMMUNICATIONS-NOTICES:** Any notice, approval, or other communication required or permitted under this Agreement and Contract shall be given in writing in the English language and shall be given to the appropriate party by personal delivery, by fax, by certified mail (postage prepaid), or by overnight delivery by the Ministry. Any notice given by the Ministry shall not be binding unless signed by a duly authorized official of that party. Notice shall be deemed given as follows:

**COMMUNICATIONS - PERSONAL DELIVERY:** When personally delivered to the MEMBER, notice is effective on delivery.

**COMMUNICATIONS - CERTIFIED MAIL:** When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

**CORRECTED ADDRESSES:** Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its address, facsimile number by giving the other party notice of the change in any manner permitted by this Agreement and Contract.

**SEVERABILITY:** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement and Contract to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

**HEADINGS:** The heading titles in this Agreement and Contract are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement and Contract nor affect any of the rights or obligations of the parties to this Agreement and Contract.

**COMPLETION OF ANY CONTRACT OR AGREEMENT:** All work as defined above will be completed by Hand Up Foundation in a timely fashion upon receipt of completed donations and necessary information for completion of such contracts, agreements or sublease/rent. The member is responsible, upon receipt of such documents, for their completion.