

## Basic Terms and Conditions for Vendor Space

### **A. Contract:**

This application, upon acceptance by Custer Cruisin' Corporation, (Management) shall constitute a valid and binding contract. Vendor agrees that the conditions, rules, and regulation set forth herein and as may be amended by Management from time to time are part of this contract. Management reserves the right to refuse to accept any contract from a Vendor that has past due balances owed Custer Cruisin' Corp. or City of Custer City. Management reserves the right to limit the number or type of vendors solely based on product or services offered. In addition, Management reserves the right to expel any vendor causing a public disturbance or endangering public safety.

### **B. Space:**

Assignment of vendor space will be done by Management according to the date that the completed application and deposit is received, space available, diversity of products offered, and Management's desired traffic flow; such vendor assignment of space is final and binding to all parties. Management reserves the right to decline, prohibit, or expel a vendor that, in the sole judgment of management, is out of the keeping with the character of the event. This reservation being inclusive of persons, things, printed matter, product, conduct, sound level, etc. No 'Colors' shall be exhibited. Vendor space shall be strictly adhered to; no changes in space assignments are permitted without Management's written approval. Applications and deposits are due by April 30<sup>th</sup>. Failure to make application by the deadline date shall be cause for forfeit of an applicant's requested vendor space.

### **C. Liability:**

The vendor is in charge of security for their assigned space and Management shall not be liable for damage, theft, loss, fire or any other loss, by whatever cause to any vendor's property. The vendor agrees to indemnify and hold Management harmless for any claims. The vendor is required to provide a certificate of insurance for general liability insurance in the minimum of \$2,000,000 Aggregate General Liability, \$1,000,000 per occurrence, with the City of Custer City/Custer Cruisin' Corporation named as additionally insured. Such certificates shall be sent 30 days in advance of rally date.

City of Custer City  
Attn: Custer Cruisin'®  
622 Crook Street  
Custer, SD 57730

### **D. Cancellation:**

Written notice of cancellation must be received by **June 1, 2023**, to receive refund on space. A cancellation fee of \$200 will be applied to the refund. After **June 1, 2023** no refund will be made.

### **E. Life and Safety Codes:**

The vendor expressly agrees to comply with all local, city and state laws, ordinances and regulations, including but not limited to fire, safety, and health.

### **F. Security Deposit:**

A \$100.00 deposit will be required from all vendors to ensure required vendor rules are followed and against damage to streets and/or sidewalks. Security deposit is due at the time of application.

### **G. Selling:**

Only those items listed on the front of this application and approved by Management shall be displayed or sold by the vendor. Any selling of items not listed or approved by Management will be grounds for expulsion from the Event. Tables, display racks or 'push-outs' shall be kept within three feet of the vendor space. Services including painting, hardware installation or bike service must be accomplished within the vendor booth space and not in the aisle or traffic areas.

### **H. Opening and Closing Vendor Spaces.**

Vendors shall be open the first day of Custer Cruisin' Rally through the last Saturday. Booths shall open no later than 10:00 AM and close no earlier than 7:00 PM. Booths removed on Sunday must not interfere with the sales of other vendors. **Failure to open at 10:00 AM and remain open until 7:00 PM may cause violators to forfeit their security deposit.**

### **I. South Dakota Sale Tax:**

Vendors selling taxable merchandise or service shall register in advance with South Dakota Department of Revenue 605-394-2332.

**I have read the terms and conditions and agree to comply**

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Revised November 1, 2018