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Greetings Artists & Crafters!

We would like to invite you to be a part of our Spring Sioux Empire Arts & Crafts Show inside the Expo Building on the Sioux Falls Fairgrounds. This is the 5th Annual Spring Show, and it has been going great! Our events draw in customers from all over the region and is the ONLY huge spring sale in Sioux Falls! We invite you to apply!

WHERE: Expo Building at the W.H. Lyon Fairgrounds
100 N Lyon Blvd, Sioux Falls, SD [57107]

SHOW HOURS: Friday, March 14, 2025 @ 12pm-8pm
Saturday, March 15, 2025 @ 9am-5pm

ENTRY QUALIFICATIONS:

1. **JURIED:** All items must be handmade exclusively by the member(s). No mass-produced or imported work will be permitted. NO buy/resell! We will be strict with this! Applications will be judged on quality and uniqueness of their items, date of application, booth size requested, and availability in each category. Returning vendors are granted first acceptance.
2. **PHOTOS:** All exhibitors/members must provide photographs of their items listed on their application, INCLUDING returning exhibitors. Photos are best in digital form, meaning emailed. You can email your photos to info@blackincevents.com. ELECTRONIC submission for photos is preferred because we use our members' photos on our social media posts, billboards, and in print marketing ads, so send your best images!
3. **NO Buy/Resell:** This means anything you buy and mark to resell in which you have not made any crafty, or artistic changes to those items! *** We must protect the integrity of our show. Anyone who is caught in breach of the Agreement (contract) by selling items that are not handmade may be asked to leave our show immediately with no questions asked. Booth fees will not be refunded! One example of buy resell: You may not purchase items such as oven mitts and spatulas and put them together in a gift set and tie a bow around the items. This is NOT a craft. If you purchase oven mitts & embroider on them, that is permissible!

SET-UP:

Thursday, March 13th, 12noon-8pm

Friday, March 14th, 8am-11:30am * **Must Check-In by Friday at 10:00am to begin setup**

Saturday, March 15th, 8am-9am * **for restocking & resetting booth**

*****LATE CHECK-INS will NOT be permitted! If you arrive after 10:00am on Friday to start setting up, you will not be able to setup! So, plan to be here on time! If you are already checked in and setup you must arrive by the show starting time!**

SHARING:

Two vendors may share one single 10x10 booth. No other sizes may be shared. Everyone in the booth must complete the application process and sign the waiver form.

SALES TAX:

All vendors and food trucks must collect and report their own sales taxes. If you do not have a SD State Sales Tax ID #, a Special Event Tax Form will be provided for you.

TAX RATE:

The tax rate is 5.7% (state + tourism, no city tax).

WIFI:

There is no reliable wi-fi in the building so please use cell data or hot spots.

CARD FEE:

There is a 4% fee for credit card payments made to Hand Up Foundation for your booth.

EARLY EXIT:

If a vendor chooses to START Packing or LEAVES earlier than the scheduled show closing, he/she will lose the \$150 membership fee. We will announce when it is safe to pack on Saturday Evening.

REFUNDS:

None after acceptance. Applications not accepted will be returned with rent payments.

NON-SUFFICIENT FUNDS:

Any non-sufficient fund payments (check/credit/debit) will incur a \$40 fee.



OFFICE USE ONLY: App. # _____ Date App Received: _____ Amount Paid \$ _____
 CK# _____ MO # _____ CC# xxxxxxxx- _____ Ret CK# _____

ACT Org Sheet Photos Conf Sent

MARCH 14-15, 2025, MEMBER/EXHIBITOR APPLICATION

Name: _____ Business Name: _____

Previous Business Name (if applies) _____

Address: _____ City/State/Zip: _____

Cell #: _____ Phone #2 _____ Email: _____

Website: _____ Sales Tax # _____

Facebook: _____ Etsy: _____

1. Description of Art or Crafts: (You must be specific with items you will be selling and the percentage of your booth each item makes up, since items may be subject to limits.) ****Applications without percentages will not be processed.**** **ITEMS NOT Disclosed here will not be permitted for sale in your booth at this event! So be thorough!**

2. SELECT YOUR SPACE

Individual Tables = These are NOT booth spaces! You can only setup directly on top & sit directly behind the table, you can't replace the table with racks. You have ZERO actual booth space!

Special Requests:

(These are considered but not guaranteed)

- _____ \$130.00 one 8' table in an aisle (comes with 1 table)
 _____ \$238.00 two 8' tables in aisle (comes with 2 tables)
 _____ \$28.00 for electricity (Bring HEAVY DUTY extension cord 50-75')
 _____ \$35.00 upgrade to an end table spot

OR

Booth Rental Spaces = Booths spaces provide your own area in which you can setup however you see fit within your space assigned.

- _____ \$305.00 single booth area (10' x 10')
 _____ \$440.00 1 ½ booth area (10' x 15')
 _____ \$550.00 double booth area (10' x 20')
 _____ \$660.00 2 ½ booth area (10' x 25')
 _____ \$770.00 triple booth area (10' x 30')
 _____ \$990.00 Quad booth area (10'x40")

No tables are provided for booth areas, however you may rent them or bring your own. Please bring your own chairs.

By checking this box I am indicating I would like my same Spot as this show: _____

Booth Rental Add ons:

- _____ \$28.00 for electricity (Bring HEAVY DUTY Extension Cord 50-75')
 _____ \$45.00 end booth/table
 _____ \$10.00 8' table rental (or you can bring your own)

Space/Table + Ad On's Sub Total \$ _____

- _____ \$50.00 Trailer Tag Parking (designated Reserved Parking)
 Facebook posts not Available after 1/1/25 _____ \$10.00 Facebook Post featuring my products
 _____ \$25.00 Enhanced Facebook Post with contact links

Credit Card Fee (x 4%) + _____ (If applicable)

TOTAL BALANCE DUE \$ _____ **Check Payable to Hand Up Foundation Ck #** _____

Please make sure you have enclosed the \$150 Membership Check Ck # _____ (or) Previously Paid

**This retainer is paid now regardless of how you pay for your Subleased Space and will be noted on your account and is only payable one time.*

CREDIT CARD Exp. Date: _____ Sec. Code: _____ Zip Code: _____ Date: _____

Credit Card # _____ Signature: _____

Bank ACH Info: 9-digit Routing #: _____ Account #: _____

Liability Waiver & Release Form

For a Privately held event of Hand Up Foundation (the "Ministry")
Must be returned with application form

1. **Booth Assignments:** Upon approval, sublease spaces will be assigned based on date of application, returning members, and other criteria. We will do our best to honor your requests; however, we do reserve the right to assign spaces as needed and available. If you would like your same space as before you MUST CHECK that on page 1!
2. **Asked to Leave:** We reserve the right to turn down an exhibitor/member or ask an exhibitor to leave the show for any reason, and to remove any item(s) that do not meet show standards, or that were not disclosed on the application. ONLY hand-crafted items are permitted. BUY/RESELL WILL NOT BE TOLERATED IN ANY CAPACITY!
3. **Setup:** Exhibitors are not allowed to setup beyond designated times and will not be permitted to setup once the show begins. Exhibitors that show up late without prior arrangements with us forfeit their space and are not eligible for a refund. Setup times are subject to change, and you will be notified in advance. There are no Saturday only exhibits.
4. **Parking & Vehicle Information:** There is designated exhibitor parking. Choosing not to adhere to our parking rules will result in a \$150 parking ticket per instance and you will not be allowed to return. You are required to provide your vehicle and trailer descriptions and plates on this application.
5. **Trailer Tag:** Trailers will be parked by the grandstand 1-2 blocks from building. Exhibitors needing to reload possibly can park behind the building if there is room. For guaranteed close reserved parking, you can purchase a trailer tag.
6. **Pets:** No dogs/pets are allowed at this show either on the grounds or in vendor booths for the duration of the show.
7. **Single & Double Tables:** These are not meant to be a booth area. Exhibitors only have enough space to display items on or directly below the table. Shelving on top of tables can be used to maximize the table space. Tables cannot be moved or substituted for other display stands. If your items do not fit on a table, you must rent a booth space.
8. **Juried Show:** I understand this is a juried show, meaning all items must be made exclusively by me the exhibitor(s). No mass-produced or imported work will be permitted. Absolutely NO buy/resell is allowed. All exhibitors must provide photographs of their work with their application to be accepted.
9. **Insurance:** It is hereby agreed and understood that all exhibitors will carry the necessary insurance covering art, objects and all other property displayed, used and possessed by the exhibitor in the Expo Building, and or other areas of the W. H. Lyon Fairgrounds during the Sioux Empire Arts & Crafts Show on March 14-15, 2025 and hereby exonerates Hand Up Foundation, the W.H. Lyon Fairgrounds, sponsors, workers or helpers from any injuries, damages or losses while setting up, attending, while in transit to and from or anytime during the SEAC. If Exhibitors choose to not carry insurance Hand Up Foundation is not responsible. Those Sampling or concessions must send us a copy of their insurance certificate with Hand Up Foundation & WH Lyons Fairgrounds noted as additional insured.
10. **Retainer Fee:** \$150 is due the first time you apply and are accepted into the SEAC Shows. This fee will be held on your account. If the exhibitor chooses to Start Packing or Leaves earlier than the announced closing time for the show, violates our parking rules, is asked to leave, etc that exhibitor will lose \$150 retainer and would be required to make a new \$150 deposit to setup in the future, or maybe uninvited from the shows. See attached sheet for more details.
11. **NO Refunds:** There are no refunds once you have been accepted. In the event of bad weather, an act of God or any unforeseen event that could cause a postponement, rescheduling, or cancellation of the show, does not entitle any exhibitor to a refund. Exhibitors unable to setup during a rescheduled date forfeits their booth rent. Our general policy is that the show will go on rain, snow, or shine.
12. **Solicitation:** We do not allow any solicitation of other shows booth information at our private events. We also prohibit taking exhibitors cards with the intent to start or invite them to another vendor shows.
13. **Electricity:** Electricity must be purchased, and you must provide your own heavy duty extension cord for hookup. Because electricity is limited, we recommend you bring a 50-100' cord to be sure you can reach a hookup.
14. **Disclosure of Items:** We reserve the right to limit the number of items. Therefore, we ask for disclosure of items and approximate percentages of each item you intend to bring to the show. If you bring items not disclosed on your application, you may be prohibited from exhibiting those items. No open flames are permitted at this show.
15. **Social Media:** You are prohibited from starting your own Event Page for the show. This causes confusion and limits our ability to control information to the public. Please simply like and share the official SEAC Event page.
16. **Facebook Posts:** Paid posts happen generally in the 2 weeks leading up to the event. We may still post your images based on quality. Paid Enhanced post forms must returned, you will not be chased for details! Email the form to info@blackincevents.com. Poor quality pictures will not be posted and is at the discretion of the SEAC staff.
17. **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 Private 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.

CONTRIBUTION 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. Member receives special invites to private events.

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 or agreements. The member is responsible, upon receipt of such documents, for their completion.

By autographing this form, the applicant acknowledges having received and has fully read the application and agrees to abide by all rules and regulations pertaining to this event.

Name: _____

Autograph: _____ Date: _____

Vehicle Information**Customer Name:**

Car/Truck Make, Model & Color:

License Plate #

Trailer Make, Model & Color

License Plate #

Enhanced Facebook Posting Information:

What company or person name would you like listed:

Provide 1-2 sentences about your business or products:

What website, Facebook Page, Etsy Page would you like linked:

****Please send your photos to Robyn@blackincevents.com. All photos should be the original digital photos. Lower quality photos will appear pixilated. If you email right from your phone where you took the photos, please choose Large if asked what size to send them. You may need to send a couple at a time. Please make sure photos are of individual products and not full views of booths. Clearing clutter from the background of your photos will make them better for marketing. Arranging items on hardwood floors or with black or white backdrops will help your items stand out.**

Membership Check Details:

All Members are required to provide a \$150 check. This check buys your membership to our PMA Ministry and doubles as an insurance policy to help keep our members/exhibitors in line with the show policies. The fee is due the first time you apply to our PMA to setup at a SEAC Show and will carry forward to each event. If an exhibitor retires, quits, decides to stop attending, they can request the membership fee be returned at that time. As long as the member qualifies, the \$150 will be returned at that time and the membership will be ended. Please note, once a membership retainer is returned that exhibitor will be taken off of the invitation list for the future shows. Here is a detailed list, but not limited to, what will lead to you losing your \$150 membership deposit:

1. Packing early. This is described as but not limited to: taking down excess inventory or displays, packing excess inventory into boxes and bins, taking totes and dollies out or into the show, Removing signage.
2. If you are asked to leave for any reason.
3. Parking rules are clearly defined and explained during check-in. Signage is also provided showing members where they may park on the grounds. Parking violations also include, going to get your vehicle before the end of the show time either day or pulling it up closer to the building thus parking in customer parking areas.
4. Taking and stashing our show wooden carts under your tables and booths during show hours.
5. Damages caused by you or your group to fairgrounds property, show property or other members' items in which you refuse to make good will be taken out of the membership retainer check. You are liable for the damage you or your pet's cause.