



SIoux EMPIRE ARTS & CRAFTS SHOW

Mail TO: SEAC
3313 S. Western Ave.
Sioux Falls, SD 57105
605.332.6004

www.BlackIncEvents.com
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Greetings Food Vendors & Food Trucks!

We would like to invite you to be a part of our 2024 Holiday Sioux Empire Arts & Crafts Show inside the Expo Building at the W.H. Lyon Fairgrounds. We host a full concessions & food truck court complete with ample seating for our customers! Our show does fill up quickly and it is best to get applications in as soon as possible.

- WHERE:** Expo Building at the W.H. Lyon Fairgrounds
100 N Lyon Blvd, Sioux Falls, SD 57107
- SHOW HOURS:** **Friday, November 8th, 2024 @ 12pm(Noon)-8pm**
Saturday, November 9th, 2024 @ 9am-5pm
- ELECTRICITY:** If you require more than a 110-volt electric hookup you may need to provide a cord cover. **All 4-prong 220-Volt plugs will require you run your cords between 50-100 feet either across the walk path or outside the building.** Any cord running across a walking path will need a cover, rug or ramp and it is your responsibility to provide that. You will need a LONG CORD!
- SET-UP:** Your assigned setup time will depend on what you are selling and when you are available. If you want to sell breakfast items on Friday, please let us know so we can be sure you are setup in time!
- DEADLINE:** **August 1st 2024 is the deadline**, but we will admit vendors right up to the show date if spaces are available. 7 concessions stalls available.
- INSURANCE:** All vendors selling food must supply proof of insurance as well as an assignment of additionally insured certificate from your insurance company for this event. Named companies as additionally insured: Hand Up Foundation, the W.H. Lyon Fairgrounds
- SALES TAX:** All food 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 at the show.
- TAX RATE:** The tax rate is 5.7% (state + tourism, no city tax).
- CARD FEE:** There is a 4% fee for debit/ credit card payments for your booth space.
- EARLY EXIT:** An early exit retainer check of \$150 will be forfeited if a vendor chooses to leave earlier than the scheduled closing time for the show. Checks must be dated 11/9/24.
- REFUNDS:** None after acceptance. Any applications that are not accepted will be returned with payments.
- QUESTIONS:** Call (605) 332-6004 or Email robyn@blackincevents.com



OFFICE USE ONLY: App. # _____ Date App Rec: _____ Date Payment Rec: _____
 Amount Paid \$ _____ CK# _____ MO # _____ CC# xxxxxxxx- _____
 Booth Amount \$ _____ Ret CK# _____ ACT Org Sheet Photos Conf Letter

Fall Craft November 8-9th, 2024

Company:	Name:
Address:	City/State/Zip:
Cell Phone:	Email (required if you have one):
DO you have Propane on your truck or trailer?	What Side you do serve from, Drivers or Passengers?
How Tall is your rig including vents on top?	Where else have you provided concessions in the last 12 months?
What days could you setup the week of. Circle all that would work: <i>Tuesday Wednesday Thursday Friday</i>	Food License #:

SPECIAL REQUESTS (these are not guaranteed):	Food Vendor & Food Truck Space Options & Fees	
	Booths provide your own area in which you can setup however you see fit within your space assigned. No tables are provided for booth areas. However, you may rent them or bring your own.	
	Single Booth Area (10' x 20') - \$650.00	
	Double Booth Area (10' x 30') - \$750.00	
PAY BY CHECK Please make all checks payable to: Hand Up Foundation Mail to: SEAC 3313 S. Western Ave. Sioux Falls, SD 57105	Triple Booth Area (10' x 40') - \$850	
	One Standard 110-Volt, 3-prong Plug In - \$25.00	
	One 220-Volt, 4-prong Plug In (Bring 50'-100' of cord)- \$50.00	
PAY BY DEBIT/CREDIT CARD All vendors will be charged a service fee of 4% of your subtotal due. Tax will also be charged on CCD fees. All vendors choosing to pay with a debit/credit card can provide that information below:	8' Table Rental \$10.00 each	
	SUBTOTAL DUE	
	Debit/Credit Card Fee (if applicable) – 4%	
	TOTAL BALANCE DUE	

DEBIT/CREDIT CARD DETAILS: Exp. Date: _____ Sec. Code: _____ Zip Code: _____
 CC # : _____ Total Balance Due: \$ _____
 Signature: _____ Name on Card (Print): _____

<p>When do you want to plan to setup during our scheduled setup times on Thursday or Friday:</p> <p>Do you plan to serve Breakfast items Fri & Sat? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you plan to operate with a generator? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Upon approval, all vendors will receive an email confirmation letting them know that they have been accepted to the Sioux Empire Arts & Crafts Show. We look forward to seeing you!</p>	<p>APPLICATION CHECKLIST</p> <p><input type="checkbox"/> Completed & Signed Application</p> <p><input type="checkbox"/> Payment by Check or Debit/Credit Card #</p> <p><input type="checkbox"/> Food Menu with Pricing</p> <p><input type="checkbox"/> Signed Liability Waiver Form</p> <p><input type="checkbox"/> Separate Early Exit Retainer Check of \$150 dated 11/9/2024</p>
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Submit a Full Menu of Proposed Food & Beverage Items & Prices

To preserve the integrity of each food vendor's food offered, this menu will be screened, and a final approved menu will be returned with your confirmation. Only items on the approved menu will be allowed for sale at the Sioux Empire Arts & Crafts Show. Please attach a separate list if you need more space or write on the back of this page or include a separate menu!

Will you be serving any breakfast items:	Yes	No	
Food Menu Items & Beverages (must be complete, items not disclosed cannot be sold):			Price

Liability Waiver & Release Form

(Must be returned with application form)

- 1. PAYMENT BY DEBIT/CREDIT CARD** will be charged a service fee of 4%.
- 2. ALL PROCEEDS** from vendor sales will belong to the vendor.
- 3. VENDOR MUST LEAVE** if asked for any reason, and to remove any item(s) that do not meet show standards, or that were not disclosed on the application. We reserve the right.
- 4. SETUP TIMES** are strictly enforced. Vendors are not allowed to set up beyond designated times and will not be permitted to set up once the show begins. Vendors that show up late without prior arrangements with us will forfeit their space and are not eligible for a refund. Setup times are subject to change, and you will be notified in advance of such changes.
- 5. PARKING** is designated prior to the show. Those choosing not to adhere to our parking rules may receive a \$150 parking ticket per instance and may be asked not to return. Close parking may be assigned to concessions vendors if needed for restocking.
- 6. STORAGE OF MATERIALS** during the Sioux Empire Arts & Crafts Show must be confined within the area assigned to you. When designing your booth area configuration, plan for storage within your area. Booth space will be limited to the designation that you pay for.
- 7. TABLES** are available for rental via the Sioux Empire Arts & Crafts Show. Vendor is responsible for any damage that may occur to the rental items. Chair will be provided by request, free of charge.
- 8. VENDORS ARE RESPONSIBLE** for transporting and placing their own booths. Labor to erect booths will not be provided.
- 9. NO VENDORS OR THEIR REPRESENTATIVES** shall conduct themselves in a manner offensive to general standards of decency or good taste. The Sioux Empire Arts & Crafts Show reserves the right to screen all booths and exclude inappropriate items. In the event of inappropriate behavior, the booth will be forced to close, and all fees will be forfeited.
- 10. ALL VENDOR BOOTHS** and their representatives must always present a professional image. Vendors are not allowed to use confetti or other supplies that could cause clean-up issues at the show. Clean-up fees will be assessed by the Sioux Empire Arts & Crafts Show if this occurs. Business signage may only be placed in booth space. Signage, flyers, or other promotional materials outside of the vendor designated space is prohibited and will be destroyed.
- 11. WHEN VACATED**, booth space must be left clear of paper, packing materials and other refuse. Do not discard cartons or packing materials anywhere in the show area. These items must be stored in your vehicle and taken with you upon departure. Vendors are responsible for providing their own garbage receptacles.
- 12. POWER** is available at an additional \$25 per standard outlet and \$40 for 220-volt power. Portable, quiet generators are permitted. Any vendor requiring a generator, whether you supply or rent one, must contact the Sioux Empire Arts & Crafts Show

prior to submitting your application. There is a \$25 electrical inspection fee per generator. All vendors must provide their own 12-gauge, heavy-duty, extension cords for hook-up. All vendors requiring a 220-Volt hookup will also be required to provide cord covers as your cords will run across the walkway. 25-50' of cord cover will be needed. These can be mats, rugs, chinks, etc.

13. PROOF OF INSURANCE It is hereby agreed and understood that all exhibitors will carry the necessary insurance covering pictures, 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 November 8-9th 2024 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 Sioux Empire Arts & Craft Show.

14. FOOD LICENSE/PERMITS must be obtained for all booths preparing and/or serving food. Those vendors that do not have a permit will be required to be inspected by the South Dakota Department of Health during set-up times and obtain a temporary food service or mobile food station permit. Food permits must be displayed throughout the festival. Each vendor is also subject to inspection by the fire department for fire extinguishers and code violations. Guidelines for temporary food vendors can be obtained at: <http://doh.sd.gov/food/restaurants-lodging/temporary.aspx>

15. SUBMIT A COMPLETE MENU of proposed food items, prices and photos of booth. To preserve the integrity of each food vendor's market, this menu will be screened, and a final approved menu will be returned with your confirmation. Only items on the approved menu will be allowed for sale at the Sioux Empire Arts & Crafts Show.

16. NO FRYING INSIDE the building will be permitted unless you have been preselected to be allowed to do so. Too many complaints year to year have been received to allow any frying of ANY food inside the building. If you choose to fry foods outside and bring them, you are taking your own chances on weather. All propane tanks must be outside the building.

17. TAX-EXEMPT vendors must provide a copy of your certificate of exemption with your application to not be charged the taxes on this application.

18. NON-SUFFICIENT FUND PAYMENTS will be charged to the vendor, an additional \$40 fee plus any other fees incurred by the Sioux Empire Arts & Crafts Show from the bank. Vendor is also responsible for any fees incurred by means of collecting, including third party collection agencies.

19. DRAWING OF BOOTH must be provided by all vendors for their expected set-up. No lighting, furnishings, cookers, storage trailers, straps, cables, ropes, stakes, etc. may extend beyond the boundaries of the allotted booth space without prior authorization.

20. NO REFUNDS will be processed once your application and payment has been received. In the event of bad weather, an act of God, or any unforeseen occurrences that could cause a postponement, rescheduling or cancellation of the event, vendors are not entitled to a refund. Vendors unable to setup during a rescheduled date forfeits their booth rent. Our general policy is that the event will occur, rain or shine. We do reserve the right to assess this on a case-by-case basis.

21. AN EARLY EXIT RETAINER check of \$150 will be forfeited if a vendor chooses to start packing or leaves earlier than the scheduled closing time for the show. If a vendor chooses to pay their admittance fee with a credit/ debit card, then the vendor is still required to send in an additional \$150 Early Exit Retainer Check dated for 11/9/2024.

22. FAILURE TO COMPLY to these terms and conditions by any vendor will result in them not being allowed to set up or they will be shut down for the duration of the show and they will forfeit all associated permits and show fees.

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

Fall Craft November 8-9th, 2024

By signing this form, the applicant acknowledges having received and fully read the application and agrees to abide by all rules and regulations pertaining to the 2024 Holiday Fall Sioux Empire Arts & Crafts Show.

Name: _____

Signature: _____ Date: _____



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