

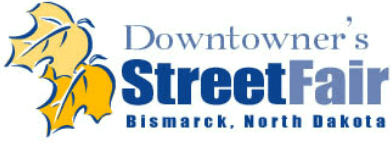
OFFICE
USE

Date Application Received ____ - ____ - __10
#

Set-up Entry Point _____

Insurance Received ____ Accept Sent ____

Booth Assignment _____



BISMARCK STREET FAIR - September 17 & 18, 2010
ART / CRAFT Application and Agreement • Deadline: April 23, 2010

Trade Name _____ E-mail Address _____

Contact Person's Name _____ Tax Permit # _____

Primary Phone # _____ Other Phone # _____

Address _____ City, St, ZIP _____

Booth Space Prices: 10'x 10' at **\$140** **OR** 10'x 20' at **\$280**

An additional \$20 fee is required to reserve an end location. End locations are filled as requests are received. Mail early! Some locations will be assessed additional fees.

Will you be using a Canopy? Yes/No

If no, do you want space under a building overhang? Yes/No

The Street Fair Committee will try to place returning vendors/booths in the same proximity as last year, unless otherwise requested here: _____.

A specific location cannot be guaranteed.

PROOF OF INSURANCE is REQUIRED by September 1, 2010: Certificate of Insurance - \$1,000,000 combined single limit commercial liability coverage. Mail or Fax - (701) 223-7385 - the Proof of Insurance by September 1, 2010. Your space will be available for resale (no refund) if not received by 9-1-10.

Jury Requirements: Send 3 photos with the application showing your Original Hand-Crafted or Artistically Enhanced Merchandise items to be sold. Requirements will be strictly enforced. All admittance is dependent on secondary jury approval (photos and descriptions are required)

Describe the items you will be selling: _____

Check one: ____ \$140 (10'x 10') ____ \$280 (10'x 20') +\$ ____

Add \$20 for End Location preference. +\$ ____

Add \$10 Late Fee if submitting this after the April 24 deadline. +\$ ____

TOTAL = \$ ____

**** PLUS... enclose a separate \$25 check for *non-refundable* JURY FEE. ****

Make both checks payable to Downtown Street Fair. *Read Other Side, Sign and Date.*

STATEMENT OF AGREEMENT AND UNDERSTANDING

Signature and Date required.

1. By my signature below, I agree to abide by the rules and policies set forth in this application, and to advise those persons working with me during this event of the same.
2. I agree to abide by all applicable North Dakota statutes, ordinances, regulations, and those of the City of Bismarck and the Downtown Business Association. Specifically, I agree not to use or condone the use of drugs or alcohol within the event area and not to do any act that would constitute a breach of peace.
3. I agree to setup at the time, place and manner as instructed and to not tear down until closing time or as otherwise directed.
4. All work displayed or sold at my booth is original handcrafted or artistically enhanced merchandise and I will maintain an inventory sufficient to cover my anticipated sales during the event.
5. I grant permission to the Downtown Business Association to use photos, slides, tapes or other visual representations of my booth and my products without compensation.
6. I am totally responsible for my booth and exhibited personal property including the method of display, method of set up, security for the protection of my property, sale of merchandise, takedown of the booth and disposal of trash. I will provide all materials for my booth.
7. I will provide Downtown Business Association with Proof of Insurance for \$1,000,000 combined single limit commercial liability coverage **by September 1, 2010.**
8. I will set up my booth so that I respect the existing storeowners, their window and entrance areas. I will not block such areas and I agree not to solicit outside my booth space.
9. In consideration of my use of the Downtown business area, I agree to indemnify and hold harmless the Downtown Business Association from any claims for damage to persons or property in any manner related to my use or occupancy of the Downtown area and event site. I release the Downtown Business Association from any liability for loss, damage, or theft of my property including damage or destruction to my booth.
10. I agree that once the Downtown Business Association has accepted my application, my entry fee is not refundable.
11. Any proceeds derived from the sales of my product are entirely mine, and I am entirely responsible for collecting and remitting any applicable sales taxes.
12. I have secured any necessary permits or licenses for the use of any copyrighted or trademark materials and will indemnify and hold the Downtown Business Association from any claims of infringement.

Any dispute with respect to this document or the materials furnished or in anyway related to the Downtown Street Fair 2010 will be resolved in Bismarck, North Dakota whether by arbitration, mediation or litigation, and I submit to the jurisdiction of the Burleigh County District Court with respect to any litigation.

I have read this agreement and materials furnished with this form and agree to abide by them.

By my signature below, I hereby accept the terms and conditions stated in this application/contract.

Date: _____ Signature of Vendor: _____

Mail all required documents and 2 checks to:
DOWNTOWN STREET FAIR
PO BOX 521
BISMARCK ND 58502-0521

**** DEADLINE: APRIL 23, 2010 ****

AC