



Food vendor application and agreement

September 24th, 2011: 11am to 6pm

September 25th, 2011: 11am to 4pm

Deadline for application: September 1st, 2011

Trade name: _____ E-mail address: _____

Contact person: _____

Primary phone Number: _____ Secondary phone number: _____

Address: _____

City: _____ State: _____ Zip: _____

Tax ID Number: _____

Booth space: **10' x 15'** Booth fee: **\$100.00**

If booth space larger than 10' x 15' is required, please contact Shirley at Bismarck Cancer Center, 701-222-6138. Larger booths will be assessed an additional fee of \$5.00 per foot over 15' (Maximum of 25').

Additional length of booth space requested? 10' x _____ feet (requested space size must include extensions, such as trailer tongue).

Electrical outlets are limited. Use of generators must be pre-approved. Please contact Shirley at Bismarck Cancer Center, 701-222-6138, with questions regarding electrical accommodations.

Electrical needs: _____

The Applefest planning committee will place all vendors/booths based on size, electrical needs and the date the application is received. A specific location cannot be guaranteed.

What will your space consist of? Check all that apply. Canopy _____ Chuck Wagon _____ Other _____

Proof of insuranceREQUIRED with application: Certificate of Insurance must be \$1M combined single limit commercial liability coverage. Mail to Attn: Shirley at Bismarck Cancer Center, 500 N 8th St, Bismarck, ND 58501, or fax to Attn: Shirley at 701-222-6150. Your space may be available for resale (no refund) if not received by September 1, 2011.

In addition, if you'd like, we'd gladly accept a donation of your product(s) to be placed in our silent auction.

Include three photos with descriptions in your application, showing your original hand-crafted or artistically-enhanced merchandise to be sold. This is your resume for acceptance.

Please list food/refreshment items you will be offering: (once submitted, you may not add or substitute food/refreshment items!)

Booth fee	\$100.00
Add \$10.00 late fee if submitting this application after September 1st, 2011	+ \$ _____
	Total = \$ _____

Plus... enclose \$50.00 separate check as a refundable clean-up deposit.

Please make check payable to Bismarck Cancer Center Foundation

Office Use Application Received: ____/____/2011
Booth Assignment: ____/____/2011 Photos: Y / N

Insurance Received: ____/____/2011
Booth Fee: \$ _____ Late Fee: \$ _____



Statement of Agreement and Understanding

Food Vendor

Date and signature required

1. By my signature below, I agree to abide by the rules and policies set forth in this application and to advise all persons 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. Specifically, I agree not to use or condone the use of drugs or alcohol in the event area and not to do any act which would constitute a breach of peace.
3. I agree to set-up at the time, place and manner instructed and to not tear-down until closing time or as otherwise directed.
4. I take responsibility for all food/refreshment items, including those that are homemade, and will comply with all health regulations.
5. I grant permission to Bismarck Cancer Center or Buckstop Junction to use photos, slides, tapes or other visual representations of my booth and my product 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, take down of the booth and disposal of trash. I will provide all materials for my booth, except the one 8' table and 2 chairs available to me.
7. I will provide Bismarck Cancer Center with Proof of Insurance for \$1,000,000 combined single limit commercial liability coverage by September 1st, 2011.
8. I will set up my booth so that I respect the existing facility. I agree not to solicit outside my booth space.
9. In consideration of my use of the facility, I agree to indemnify and hold harmless the Bismarck Cancer Center and Buckstop Junction from any claims for damage to persons or property in any manner related to my use or occupancy of the event site. I release the Bismarck Cancer Center and Buckstop Junction from any liability for loss, damage, or theft of my property including damage or destruction of my booth.
10. Once Bismarck Cancer Center approved and 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, licenses or fees required to sell food and will indemnify and hold the Bismarck Cancer Center or Buckstop Junction from any claims thereof.

Any dispute with respect to this document or the materials furnished in anyway related to the Bismarck Cancer Center or Buckstop Junction will be resolved in Bismarck, ND whether by arbitration, mediation or litigation and I submit 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 on this Application and Agreement.

Signature of Vendor: _____ Date: _____

Mail required documents and check to:

**Bismarck Cancer Center
Attn: Shirley
500 N 8th Street
Bismarck, ND 58501**

Deadline: September 1st, 2011