



2021

Davis Flea Market & Artisan Fair
Food Vendor Application and Agreement

ALL INFORMATION BELOW MUST BE COMPLETE TO SUBMIT

Food Vendor: \_\_\_\_\_ Primary Contact: \_\_\_\_\_
Type of Food/Cuisine \_\_\_\_\_
Business Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_
Email: \_\_\_\_\_
Website: \_\_\_\_\_
FB Page: \_\_\_\_\_
Mailing Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Tax ID#& Health License ID(REQUIRED) \_\_\_\_\_

2021 Flea Market Schedule SATURDAYS 8am to 4pm
SELECT the dates you are requesting to set up:

Table with 7 columns: Full Season, May 8th, June 12th, July 10th, Aug 14th, Sept 11th, Oct 9th

Please check the option below that will accommodate your total footprint including space needed of your tent/trailer. Additional fees will be assessed if space is larger than size provided on application. Note: we may not be able to accommodate large refrigeration units outside of your tent/trailer footprint.

- Full Season-ONE 12'x12' Food Vendor outside space (1 month free)
• \$250 Prepaid to reserve (\$50/mo with one month free)
• Add Electric hookup \$150 (\$30/mo with one month free)
110 Volt
Full Season-Multiple 12'x12' outside spaces (1 month free)
Business can sublet space with DFM approval if unable to attend ONE market.
• # x \$250 ea = total (\$50/mo with one month free)
• Add # Elec hookups x \$150 (\$50/mo with 1 month free)
Volt/Amp reqmts:
One 12'x12' outside reserved space for DATE(S) identified above.
• \$50/ mo x number of months desired.
• \$50/mo x number of months desired of added Electric hookups.
Volt/Amp requirements:
Multiple 12'x12' outside reserved spaces for DATE(S) identified above.
• Number of 12'x12' spaces desired X \$50 each X # of Dates = \$
• Number of Electrical hookups desired X \$50 each X # of Dates = \$

Drop in Day of event rental rates:

Number of 12'x12' spaces desired X \$100 each = \$
Electrical hookup: Number of hookups desired X \$75 each = \$
Volt/Amp requirement

Unfortunately, we must include the rest of this information. Participating in the show is contingent on agreeing to, as well as adhering to, all local laws and regulations in addition to ALL the following:

TERMS AND CONDITIONS/FLEA MARKET RULES (cont. on next page)

The following terms and conditions define the agreement between you as the VENDOR and Solace Farms General Store:

Top Rule: Create and attractive and inviting booth and give everyone an honest smile!

- 1. LAWS, RULES AND REGULATIONS: All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. The VENDOR agrees to keep all merchandise, chairs and other equipment within the marked boundaries of the booth.
2. RELEASE AND HOLD HARMLESS AGREEMENT: The request to reserve vendors space constitutes an express contractual agreement between myself, my partner and/or employee(s) and Solace Farms General Store and it is understood and agreed that by signing this agreement I fully and finally release and hold harmless both Solace Farms General Store, its agents, and employees, and the Town Of Davis, and its agents and employees from any and all liability for any and all claims of every nature

Initial \_\_\_\_\_



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and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by Solace Farms General Store or The Town of Davis own negligence or the negligence of their agents and employees.

- 3. Food vendors will be responsible for all necessities including, but not limited to: tents, tables, chairs, water, health licenses, trash cans, etc.
- 4. CREDIT CARDS: Vendors renting space will handle all sales independently. An ATM is available inside The Davis Bar for shoppers to receive cash.
- 5. SD SALES TAX: ALL Sales taxes collected will be paid by the Vendor to the State of South Dakota as required. Flea Market Vendors are required to collect and pay 8% sales tax which includes SD sales tax of 4.5%, Davis municipal tax of 2%, and tourism tax of 1.5%. Additional info is available here: [http://dor.sd.gov/Taxes/Business\\_Taxes/Tax\\_Types/Sales\\_and\\_Use\\_Tax/PDFs/STGuide2012.pdf](http://dor.sd.gov/Taxes/Business_Taxes/Tax_Types/Sales_and_Use_Tax/PDFs/STGuide2012.pdf)  
Per South Dakota guidelines, all vendors are required to complete SD Tax form (attachment A) and located at: <https://www.state.sd.us/eforms/secure/eforms/E1934V8-SalesReturn.pdf>

6. PAYMENT/CANCELLATION POLICY: To reserve a space, application and payment must be received and approved at least 2 weeks prior to the Flea Market. Full payment is required and will not be adjusted for less days/time of set up. Higher Drop-in rates are available subject to availability for last minute applications. Vendors that are unable to attend after payment is made will not receive a refund of the booth/table rent, however may request to apply it to a later date.

7. FLEA MARKET HOURS: Early buyers are allowed during set up times. Flea Market Hours are Saturday 8am - 4pm. **Vendors may stay set up later than the 4pm time and encouraged to maximize this opportunity!** We ask vendors to not begin packing or to bring in dollies or hand trucks until after 4pm. We prefer that Vendors do not set up the evening prior and assume all liability should they choose to do so.

8. MENU CHOICES: Food Vendors must provide a preliminary list of food and beverage menu items, with customer pricing, that you will feature at the festival. Please print clearly. Note: Efforts are made to avoid duplication of food and beverages, Solace Farm General Store will have final determination of approved menu items. If one of your items is duplicated, another item can be submitted for approval.

9. PARKING: In order to accommodate shoppers, we ask that vendors park away from the booth areas after off-loading. Parking is available near the elevator for trailers and large vehicles.

10. BOOTH SHARING: Subletting or donation of space partially or in its entirety is not permissible without the prior consent of Solace Farm General Store.

11 GREASE/TRASH: Food vendors will be responsible for any and all environmental cleanup costs and subject to prosecution by city or state officials. Trash: Vendors are responsible to provide trash receptacles for their patrons within your sales location and are **required to remove and dispose of their own trash.**

12. BEVERAGE POLICY: All beverages need to be sold out of their original can, original plastic bottle or a compostable plastic cup. **No alcoholic beverages can be sold out of your booth at any time.**

13. INSURANCE & RE-SALE NUMBER REQUIREMENTS: All food & restaurant vendors participating in these events must have \$1,000,000 of liability insurance per event. You will be required to name Solace Farm General Store, our clients, the city of Davis, and Turner County SD as additional insured. A certificate of insurance and proper County approved Temporary Health Permit/paperwork for the event period must be provided a minimum of 2 weeks prior to each event. In addition, all applicants must provide us with your current re-sale number.

14. WATER/ICE: Individual water hookups are not available. Convenience water may or may not be easily accessible – please inquire based on which event you are accepted to. Please bring appropriate hoses, hose connections, and transport buckets. Ice can be made available for most festivals if arrangements are made ahead of time, contact Solace Farm General store for cost determination.

15. Community and support amongst our Vendors is of the highest importance! We are all here to have fun doing what we love, and while we are neighbors will help each other out as neighbors. Respect, a positive attitude accompanied with laughter and a smile will go a long way to create return customers and word of mouth advertising! ANY vendor that acts in a rude, disruptive way (without provocation) may be banned from the DFM future events.

### AGREEMENT & SIGNATURE

**The undersigned by signing acknowledges that the rules and release stated above have been carefully read and understood and by signing agrees to abide by all the above terms. If these guidelines are not upheld, my booth will be closed immediately, and my funds will not be refunded.**

COMPANY: \_\_\_\_\_

NAME (print legibly): \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide a copy of your menu or complete and return page 3

Please make a copy of these documents for your records. We will not process any application that does not include payment. Make all checks payable to and return form to: Solace Farm General Store, P.O. Box 69, Davis SD 57021

Initial \_\_\_\_\_



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**Davis Flea Market & Artisan Fair**  
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COMPANY: \_\_\_\_\_

NAME (print legibly): \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Please Provide a copy of your menu or fill out menu items below:

Menu Item	Size (oz.)	Price (\$)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		