

## VENDOR CONTRACT FOR 2017 YANKTON RIVERBOAT DAYS

The Yankton Riverboat Days celebration will be held August 18th, 19th and 20th, 2017

**\*\*\*Please be sure to read your contract carefully!\*\*\***

This Vendor Contract is entered into between Yankton Riverboat Days, Inc. and Vendor listed at the end of the Agreement and shall be in force and effect upon execution by Yankton Riverboat Days, Inc. **NOTICE OF ACCEPTANCE OR REJECTION WILL BE SENT BY May 26th, 2017. It is solely within the discretion of the Board of Directors of Yankton Riverboat Days, Inc. as to whom or what entity will be allowed a space in the Riverboat Days celebration.**

1. **CONTRACT PURPOSE.** The purpose of this contract is to formalize the agreement between Yankton Riverboat Days, Inc. and Vendor. These provisions are established so visitors can depend on a high standard of quality and consistency in our celebration.

2. **FEES.**

<u>FOR ALL THREE DAYS</u>	<u>NON-REFUNDABLE</u>	<u>ELECTRICAL</u>	<u>TOTAL</u>
\$470.00 per space	<u>APPLICATION FEE</u> + \$25.00	+ \$5.00	= <b>\$500.00</b>

**The non-refundable application fee and proof of insurance MUST be returned with this contract BEFORE April 14th, 2017.**

3. **PAYMENT OF FEES.** It is required that each selected Vendor pay the total charges set forth under FEES by June 5th, 2017. These are NON-REFUNDABLE. **NON-PAYMENT BY JUNE 5th, 2017, WILL RESULT IN A LATE FEE OF \$50. Failure to pay by July 3rd, 2017 will result in loss of admittance. The fee must be a cashier's check or money order. **No personal checks or business checks will be accepted.** Absolutely no exceptions!**

4. **PRODUCT LIST.** An EXACT product list is listed in Exhibit "A" which is incorporated by this reference. This will allow the Riverboat Days Board of Directors to limit product duplication among the food vendors. No changes or alterations in product list will be allowed without permission from the Riverboat Days Board of Directors. **No vendor will be allowed to sell anything in glass, cups, bottles etc.**

5. **UNIT DESCRIPTION.** A current photo showing the serving side AND complete dimensions of each vendor unit are also required to be submitted. This will allow better spacing

of the units as size varies from unit to unit. Please return with an application. Same as last year DOES NOT apply!

6. DAYS AND HOURS OF OPERATION. To ensure consistency in the concession area, the following hours are MANDATORY:

Friday	5:00 PM to 11:00 PM	optional until 12:00 midnight
Saturday	10:00 AM to 11:00 PM	optional until 12:00 midnight
Sunday	10:00 AM to 6:00 PM	
	**Friday	Opening prior to 5:00 PM is optional

7. SET UP/TAKE DOWN. Vendors will be assigned a “tee time” to enter the park. If you miss your assigned time, you will go the end of the line. All food Vendors must be set up by 3:00 PM Friday, August 18th, 2017. The State Health Inspector will inspect booths on Friday or Saturday. The State Electrical Inspector will inspect booths on or before Saturday morning, August 19th, 2017.

Vendors MAY NOT take down any part of their concession booth prior to 6:00 PM on Sunday. Any Vendor needing to take exception to this stipulation will require prior approval. This is done for visitor and customer safety.

Vendors are entirely responsible for their own equipment, space, and providing any and all equipment and accessories required to operate their concessions in a safe, clean and professional manner. This includes a handcart to move supplies from the parking lot to your booth. Due to liability there will not be ANY unauthorized motorized transportation allowed in the park during hours of operation. This includes Bikes! **The Riverboat Days Board of Directors IS NOT obligated to transport your equipment or supplies. You WILL be allowed to drive your supplies into the park in the mornings until 10:00 A.M.**

8. CLEAN UP. Vendors are totally responsible for maintaining a clean area, not limited to their 20 ft. by 20-ft. space and properly disposing of garbage and litter. No other service group will be responsible for disposing of your garbage. Each Vendor must provide two 30-gallon garbage cans with liners. Failure to do so could result in loss of space next year, and any state health citations that may apply.

9. ELECTRICITY, WATER AND SPACE.

- a. Each Vendor will be assigned a 20-ft. x 20-ft. space. You MAY NOT EXCEED this area. Serving windows included. Any exceptions require special approval from the Yankton Riverboat Days Board of Directors. **SPACES ARE NOT ASSIGNED UNTIL THURSDAY AFTERNOON, AUGUST 17th, 2017.**
- b. In accordance with the South Dakota electrical code, each Vendor may be served by one electrical cord or source—see SD wiring bulletin 20:44:24. The Vendor is responsible to provide the necessary cord from assigned power panel to booth space. Such cord must have enough “UL rated” electrical capacity to serve the electrical needs of the trailer, booth, tent, stand or whatever form used by the Vendor to present their products. It must also have a single disconnecting means with overcurrent protection. Four styles of receptacles shall be provided at power panels: 115v 20Amp with ground fault protection (Fig 1A), 115v 30Amp

receptacle (Fig. 2A), 220v 50 amp four prong receptacle (Fig 3A) and 220v 50Amp twist lock (Fig 4A). Anyone requiring more electrical capacity or direct connection to the electrical source must make arrangements with the electrician on duty and will be a minimum \$50 charge for such connection. Any and all exceptions in power requirements must be approved by the Yankton Riverboat Days Board of Directors and additional charges may apply. Yankton Riverboat Days Board of Directors, Staff Electricians and State Inspectors reserve the right to inspect any and all electrical panels, appliances, and transmission lines and will require immediate corrective action if equipment or condition is deemed unsafe or potential damage to power panels. The Vendor will be charged for any damages caused to Yankton Riverboat Days power panels and/or transmission lines.

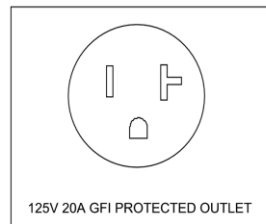


FIGURE 1A

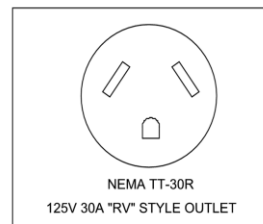


FIGURE 2A

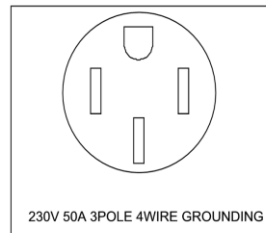


FIGURE 3A

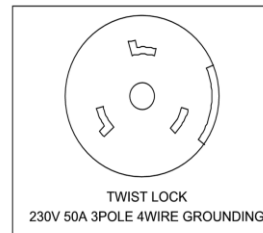


FIGURE 4A

There is no additional charge for electricity up to 50amp service. Yankton Riverboat Days is not responsible for damage due to loss of power.

- c. Fresh water will be available at six (6) locations in the concession area. Each hose must have a one way valve connected, preventing back flow. A gray water disposal tank will also be available and must be used. Old or used grease must be kept separate from gray water. A separate receptacle will be provided to dispose of it. **DUMPING IN THE RIVER OR OTHER UNAPPROVED LOCATION IS STRICTLY PROHIBITED.**
- d. **ANY propane tank needs to be staked and secured to pass code. Yankton Fire Department will do a safety inspection.**
- e. **There will not be flags, menu boards or advertising signs allowed outside of your 20' x 20' space. This includes but not limited to the sidewalk, vendor area next to you or a designated area for customers.**

10. SALES TAX LICENSE AND HEALTH DEPARTMENT INSPECTIONS. Vendor is required to obtain a South Dakota sales tax license and will be subject to Health Department inspections. Failure to obtain a sales tax license will result in Yankton Riverboat Days, Inc. terminating Vendor's participation in Riverboat Days. Additionally, if Yankton Riverboat Days, Inc. is informed by the South Dakota Department of Health that Vendor has failed a health inspection, food sales shall be suspended until the South Dakota Department of Health inspects and Vendor passes such inspections. In no event shall Vendor be entitled to a return of fees in the event of failure to meet these conditions.

11. INSURANCE AND INDEMNIFICATION. Each Vendor shall be responsible for their own insurance(s) (a minimum of \$1,000,000 liability) and any other proper coverage needed in doing business.

Such insurance shall include general liability (including completed products liability) insurance policy insuring against death, injury or damage occasioned by negligence arising from or incidental to the operation to Vendor's operation. Insurance certificates are required along with contract agreement, before a space is allocated to any Vendor.

Vendor agrees to indemnify and hold harmless Yankton Riverboat Days, Inc. from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of Yankton Riverboat Days, Inc. or its directors, officers, employees, principals, agents, successors or assigns arising from or as a result of the performance of this contract.

12. LICENSES. All Vendors are responsible for any and all licenses required by state or local government, and this governing body. They must be presented with all fees by June 5th, 2017. (A copy is required by the Yankton Riverboat Days Board of Directors for our files.)

The Yankton Riverboat Days Board of Directors furnishes the City Vending License for all vendors.

13. PENALTIES. Any violations of the stipulations and requirements of this contract may result in the forfeiture of their deposit and/or the suspension from future Riverboat Days celebration, as well as any state and local citations that could apply.

14. GOVERNING LAW. This contract shall be deemed to have been entered into in the State of South Dakota and all duties, obligations and rights thereunder shall be governed by the laws of the State of South Dakota and the venue of any dispute shall be the South Dakota First Circuit Court in Yankton, South Dakota.

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## VENDOR CONTRACT

I have read the forgoing terms and conditions of this contract and agree to abide by all such terms and conditions set forth.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

(\_\_\_\_) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
e-mail address

**Returning this contract with a deposit does not guarantee you a space at the 2016 Yankton Riverboat Days.** You will be notified by May 26th, 2017, with acceptance or rejection for this celebration.

*Please return completed contract to:  
Yankton Riverboat Days Concessions  
c/o Marlene Johnson  
913 West 8<sup>th</sup> St.  
Yankton, SD 57078  
Fax # 605-665-5137*

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### FOR RIVERBOAT DAYS' COMMITTEE USE

Received on this \_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_

EXHIBIT "A"

**You must initial each line! By initializing each line, you agree to fulfill your obligation. Failure will result in admittance to future Riverboat Days celebrations!**

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**Check sheet for Yankton Riverboat Days Contract**

1. \_\_\_\_ Completed form
  2. \_\_\_\_ Picture, if you put same as last year will not work!
  3. \_\_\_\_ Dimensions of your trailer (including tongue):  
\_\_\_\_\_
  4. \_\_\_\_ Non-refundable application fee (\$25.00)
  5. \_\_\_\_ Proof of insurance
  6. \_\_\_\_ List of the products you will be serving:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  7. \_\_\_\_ Preferred day of arrival \_\_\_\_\_
  8. \_\_\_\_ Electrical connection – identify the one you need: 1A 2A 3A 4A (see page 3 for picture)
  9. \_\_\_\_ I will dispose of all of my garbage in the dumpster while at the park.
  10. \_\_\_\_ Serving side: \_\_\_\_ driver side \_\_\_\_ passenger side \_\_\_\_ rear of trailer/vehicle  
Serving side not reported out of the rear will not be accepted if you exceed the measurements you gave us.
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Entry deadline- April 14th, 2017  
Acceptance or denial- May 26th, 2017  
Payment due- June 5th, 2017  
Failure to pay by results in denied- July 3rd, 2017