



Junkfest Vendor Application and Agreement

September 22nd, 2018: 11am to 6pm September 23rd, 2018: 11am to 4pm

Deadline for application: September 1st, 2018

Trade name: _____ E-mail address: _____

Contact Person: _____

Primary Phone Number: _____ Secondary Phone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

-Outdoor booth space: 16'x16': One day fee: \$50 Two day fee: \$75.00 (*Bring your own shelter & tables)

-Indoor booth space: 10' x 10' (space is limited, call on availability) Two day fee: \$125

Use of generators must be pre-approved. Please contact *Linn 701-222-6172* or *Dana 701-222-6145* at the Bismarck Cancer Center with questions or concerns.

- Applefest will only close for severe weather. Your booth rental includes the space only; you are encouraged to protect your own merchandise.
- In addition, if you'd like, we'd gladly accept a donation of your product(s) to be placed in our silent auction.

Describe the items you will be selling:

Booth fee: 1 Booth (Outdoor \$50-1 day, \$75-2 day) 1 Booth (Indoor \$125-2day) **Total: \$_____ .00**

Please make check payable to Bismarck Cancer Center Foundation

Office Use Application Received: ____/____/2018

Booth Assignment: ____/____/2018

Booth Fee: \$ _____



Statement of Agreement and Understanding

Junkfest 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. All work displayed or sold at my booth is original handcrafted or artistically enhanced merchandise and I will maintain a sufficient inventory to cover my anticipated sales during the event.
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.
7. I will set up my booth so that I respect the existing facility. I agree not to solicit outside my booth space.
8. 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.
9. Once Bismarck Cancer Center approved and accepted my application, my entry fee is not refundable.
10. 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.
11. I have secured any necessary permits or licenses for the use of any copyrighted or trademark materials and will indemnify and hold the Bismarck Cancer Center or Buckstop Junction from any claims of infringement.
12. No Pets Allowed on the premises.

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: Linn
500 N 8th Street
Bismarck, ND 58501**

******Deadline: September 1st, 2018**