



## Art, Craft & Vendor Application Spirit Valley Days 2019 Aug. 3rd

Name of business/organization: \_\_\_\_\_

Name of authorized representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of product(s): \_\_\_\_\_

This application is to be a vendor on Saturday, August 3rd, during our Community Big Block Party from 10am-3pm We invite you to bring wares to add to the festive nature of the celebration.

>Location: **On Grand Ave between Central and 59th.**

>Set Up Time: **Saturday August 3rd between 8am-10am.**

Please specify your vendor type (can select more than one): \_\_\_\_\_ Goods/retail \_\_\_\_\_ Food \_\_\_\_\_ Stuff for kids  
\_\_\_\_\_ Health for families. \_\_\_\_\_ Educational.

Spaces are for a 10' x 10' area. If you need more than one space, please specify. Cost is \$75.00 - If paid by 6/1/19; \$100.00 - If paid between 6/2/19 and 7/1/19. Electrical service is very limited and is subject to availability plus an additional charge of \$25.

Total Due \$ \_\_\_\_\_ = \_\_\_\_\_ (Spaces Required) x \$ \_\_\_\_\_ (fee amount at time of payment)+ \_\_\_\_\_ electricity. 1.

1. Vendors must furnish everything required to conduct their business such as tables, chairs, tents, extension cords, etc.
2. Vendors must be 18 years or older
3. Business or organization signage for each booth is the responsibility of the exhibitor.
4. Sales tax should be included in the price (if applicable) and sales tax remittance is the sole responsibility of the exhibitor.
5. Participation in Spirit Valley Days is at your own risk. You agree to hold harmless and indemnify the Spirit Valley Days Committee and the West Duluth Business Club for all liability, property damage and loss. It is highly recommended that you carry Property and Public Liability Insurance.
6. Application deadline and availability of electrical service is on a first-come first-served basis. Please complete and return the following: 1) Art, Craft & Vendor Application; 2) Art, Craft & Vendor Agreement; 3) MN Dept. of Revenue ST19 Form (available at [http://www.revenue.state.mn.us/Forms\\_and\\_Instructions/st19.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/st19.pdf)); and 4) payment with your application materials to:  
**Spirit Valley Days, P.O. Box 7091, Duluth, MN 55807**

We have made PayPal an option for credit card payments through the website ([www.spiritvalleydays.com/vendors/](http://www.spiritvalleydays.com/vendors/)), or you may mail your application materials and make your payment by check or money order. Application materials may also be emailed to [spiritvalleydaysinfo@gmail.com](mailto:spiritvalleydaysinfo@gmail.com)



**West Duluth Business Club - 2019 Spirit Valley Days Art, Craft & Vendor Rental Agreement**

Effective Dates: August 3rd, 2019 Location: Grand Ave from Central Ave. and 59th Ave. W. in West Duluth.

The West Duluth Business Club (WDBC) Spirit Valley Days (SVD) Rental Agreement (herein "Agreement") is made as the dates set forth above, by and between the Spirit Valley Days Committee and

Vendor name: \_\_\_\_\_ (herein, "Exhibitor").

**Article 1.** Premises SVD is authorized to use the sidewalks assigned by the City of Duluth and surrounding Businesses of West Duluth for Spirit Valley Days. WDBC agrees to rent space on the premises to the exhibitor. The exhibitor will be assigned booth(s), the location(s) of which will be indicated on a map, and emailed to you, as the date nears. Each booth space shall be 10' x 10' with electricity subject to availability.

**Article 2.** Term The term of this agreement shall begin on August 3rd, 2019 at the Exhibitor's set up time as assigned in Article 5.

**Article 3.** Rent. Fixed Rent. For each 10' x 10' square area, exhibitor shall pay to SVD the amount of \$75 if paid by 6/1/19; \$100 if paid between 6/2/19 and 7/1/19.

**Article 4.** Liability. WDBC shall not be liable in damages or otherwise for the interruption or impairment of the furnishing of any supplies or services. WDBC shall not be liable in damages or otherwise, or in any way guarantee to the exhibitor, sales or customers. Exhibitor shall be solely responsible for any and all defects in its merchandise. WDBC reserves the right, in its discretion, to release exhibitors contact information. Exhibitor shall be solely responsible for reporting its own sales tax, and any and all other taxes.

**Article 5.** Conduct of Exhibitor Use of Premises. Exhibitor shall not use the premises for any unlawful purpose, and will comply with all rules and policies of the City of Duluth and WDBC and all present and future laws, ordinances, regulations and orders of all government units having jurisdiction over the premises.

A. Exhibitor agrees that it shall set up its booth on August 3rd between 8am and 10am. and to be ready for operation at 10:00 am. And agrees to close up and vacate the premises by 3pm.

B. Exhibitor agrees that its booth shall not be taken down until 9:00 p.m. on August 1st and 2nd. Exhibitor agrees that its booth shall either be taken down and off of the premises on August 3rd by 5:00 p.m. or the exhibitor agrees to stay until the conclusion of the street dance activities at 1:00 a.m. August 4th. Take down on August 4th at the Memorial Park Family Day activities will be at the vendor's discretion.

C. Exhibitor agrees that it shall contain its business and merchandise to its assigned booth space. WDBC reserves the right to charge exhibitor for additional square footage used by the exhibitor.

**Article 6.** Insurance. Exhibitor agrees to be responsible for a policy of insurance. Insuring exhibitor from all claims, demands or actions for injury or death and for damage to property due to the conduct and operation of exhibitor's business on the premises.

**Article 7.** Cancellation. The exhibitor will be entitled to no refund of its payment for cancellation of participation. If the event must be cancelled for any reason outside of WDBC's control, WDBC reserves the right to retain all amounts paid by the Exhibitor.

**Article 8.** Subletting. Exhibitor shall not assign, transfer or sublet this agreement without the previous written consent of WDBC.

**Article 9.** Miscellaneous, This agreement shall be governed and constructed according to the laws of the State of Minnesota.

Exhibitor/Business Name \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Contact Person Title \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature \_\_\_\_\_ Email: \_\_\_\_\_  
Address \_\_\_\_\_

**Please return a completed copy of this agreement to: Spirit Valley Days, P.O. Box 7091, Duluth, MN 55807**