



Davis Flea Market & Artisan Fair Vendor 2020 Application and Agreement

Make check payable to: Solace Farm General Store Mail to: PO Box 69, Davis, SD. 57021-0069

ALL INFORMATION BELOW MUST BE COMPLETED PIOR TO SUBMITTING

Name: _____ Business Name: _____

Address: _____

Phone: _____ Email: _____

South Dakota Tax ID# (REQUIRED) _____

Website/Facebook Page: _____

Direct sales (circle one): No / Yes **IF** Direct sales, what company do you sell for?

(We do not allow duplications of Direct Sales vendors in the outside spaces. If there is another vendor with the same direct sales company already confirmed with us, your check will be returned.)

Description of items you sell: _____

The Davis Flea Market is an outside event that is held rain or shine. In the event of adverse weather that would cause us to cancel the event we will allow you to apply your payment to the RESCHEDULED DATE or another date of your choosing as there are NO REFUNDS. Tables and tents are the responsibility of our vendors to provide for themselves as this helps to keep the booth cost low. ALL Vehicles must be removed from the market space after offloading. Trailers must be moved from the market space UNLESS you are paying for the booth space the trailer occupies. Set up is available after 5:30 the morning of the event and **UNLESS THERE IS ADVERSE WEATHER vendors must remain set up until 4:00 PM.** If you would like an inside space please contact Joyce Homan with the American Legion at (605) 351-3074 to reserve your space as they are limited.

Our vendors are required to post within the Facebook Event discussion a sample of their products and to SHARE the event on their personal and professional Facebook and Instagram sites indicating they will be set up and inviting others to join us. IF the vendor does not have an online presence we kindly ask if they can request a friend or family member promote the Davis Flea Market on their behalf.

2020 Flea Market Schedule SATURDAYS 8am to 4pm:

1. **SELECT (X)** the dates you are requesting to set up:

Paying for Full Season DISCOUNTED RATE APPLIES	Individual Date May 11 th	Individual Date June 8 th	Individual Date July 13 th	Individual Date Aug 10 th	Individual Date Sept 14 th	Individual Date Oct 12 th

A. IF paying for FULL SEASON at the DISCOUNTED RATE complete the following: SELECT (X) the size of Booth you need (select one). (If you are requesting to leave your trailer in the market space you will need to include this in the booth size request. ALL vehicles must be removed from the market space.)

___ ONE 12'x12' outside - space with **Full Season Guarantee (1 month free)** All scheduled 2020 Flea Markets Prepaid **\$125.00**

___ **Multiple 12'x12' outside - spaces with Full Season Guarantee (1 month free)** All scheduled 2020 Flea Markets

Number of 12'x12' spaces requested ___ X \$125 each = _____ Prepaid to reserve



Davis Flea Market & Artisan Fair Vendor 2020 Application and Agreement

B. IF paying for selected individual dates complete the following: SELECT (X) the size of Booth you need (select one). (If you are requesting to leave your trailer in the market space you will need to include this in the booth size request. ALL vehicles must be removed from the market space.)

___ One 12'x12' outside space for DATE(S) identified above.

- One 12'x12' spaces desired ___ X \$25 each X # of Dates = \$_____ Prepaid to reserve
- "Drop In" Day of event rental: One 12'x12' spaces desired ___ X \$50

___ Multiple 12'x12' outside spaces for DATE(S) identified above.

- Number of 12'x12' spaces desired ___ X \$25 each X # of Dates = \$_____ Prepaid to reserve
- "Drop in" Day of event rental: Number of 12'x12' spaces desired ___ X \$50 each = \$_____

TERMS AND CONDITIONS/FLEA MARKET RULES (cont. on the next page) Initial: _____

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!

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 of the following:

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.
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 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. CONTENT OF BOOTH: Please ensure that your booth is professionally and/or attractively presentable, free of the possibility of injury or breakage and draws LOTS of attention! In addition, Solace Farms General Store reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that is out of keeping with the character of the show. Adult items, or items not intended for family viewing are to not approved DFM items and should not be in public view. The VENDOR agrees to keep all merchandise, chairs and other equipment within the marked boundaries of the booth.
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 Per South Dakota guidelines, all vendors are required to complete SD Tax form (attachment A) and also 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. 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 are able to stay set up later than the 4pm time and encouraged to maximize this opportunity!** We ask vendors to not begin packing or to



Davis Flea Market & Artisan Fair Vendor 2020 Application and Agreement

bring in dollies or hand trucks until after 4pm. We prefer that Vendors do not set up the evening prior, and the vendor assumes all liability should they choose to do so.

8. "Drop In" vendor's payment for booth / table rent will require approval to set up and must be paid at Solace Farm prior to setting up for the event. "Drop In" vendors will be charged \$50.00 for Booth Rent *if approved* for each 12'x12' space.

9. PARKING: In order to accommodate shoppers, must move their vehicles to the post office or grain elevator 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 consent of Solace Farm.

11. PETS: If you bring a pet to the Flea Market, you assume **all responsibility** for the pet and any damage it may cause. Please clean up after your pet and keep away from people if the pet is not social and friendly.

12. 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. Please help us to make Davis the HAPPY place it used to be! The Town of Davis allows "open container" during all public events in town and we ask that you DRINK RESPONSIBLY. Music is encouraged and hope that everyone has a fun and profitable experience in Davis!

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 of the above terms.

NAME (print legibly): _____

COMPANY: _____

Signed: _____

Date: _____