



2022
Davis Flea Market & Artisan Fair
Vendor 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 COMPLETE TO SUBMIT

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

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

TaxID# or SSN(REQUIRED) \_\_\_\_\_

Website/FacebookPage \_\_\_\_\_

Direct sales (circle one): No / Yes

Description of items sold: \_\_\_\_\_

2022 Flea Market Schedule SATURDAYS 8am to 3pm
SELECT the dates you are requesting to set up:

Table with 7 columns: Full Season, May 14th, June 11th, July 9th, Aug 13th, Sept 10th, Oct 8th

Booth request: (select one)

Full Season - Single 12'x12' outside - space (1 month free) 5 months x \$30 = \$150, plus one month free

Full Season - Multiple 12'x12' outside - spaces (1 month free)

# of 12'x12' spaces requested X \$150/season =

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

One 12'x12' spaces desired X \$30 each X # of Dates = \$

"Drop In" Day of event rental: One 12'x12' spaces desired X \$50

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

# of 12'x12' spaces desired X \$30 each X # of Dates = \$

"Drop in" Day of event rental: # of 12'x12' spaces desired X \$50 each = \$

Electricity (110 volt) needed \$25/month

Electricity desired \$30 X # of months = \$

Vendor space is also available from also The American Legion and The Davis Bar. Please contact them directly for availability and pricing.

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

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

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 a contractual agreement between myself, my partner and/or employee(s) and Solace Farms General Store and is understood and agreed that by signing this agreement I 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 presentable, free of the possibility of injury or breakage. 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 not approved DFM items and

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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 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 – 3pm. Vendors may stay set up later than the 3pm time and encouraged to maximize this opportunity! Vendors are not allowed to bring in dollies or hand trucks into the flea market area until after 3pm. We prefer that Vendors do not set up the evening prior and assume 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, 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 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. 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.

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

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

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

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

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