



# Food Vendor Application and Agreement

Saturday, September 23<sup>rd</sup>, 2023: 11am to 6pm

Sunday, September 24<sup>th</sup>, 2023: 11am to 4pm

Deadline for application: September 1<sup>st</sup>, 2023

Trade name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Secondary Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Space Available: 10' lengthwise x 15' street space Booth Fee: \$150.00

Larger area will be assessed an additional fee of \$20 per 5 feet (Maximum of a firm 30')

**DO YOU HAVE YOUR OWN GENERATOR???** \_\_\_\_\_

**LOUD GENERATORS WILL NOT BE ALLOWED!!!**

**A picture of your complete set-up is mandatory to include with this application if you are new to event**

**PLEASE PROVIDE YOUR NEEDED FOOTAGE**

WIDTH: \_\_\_\_\_

Make sure you include serving window overhang and inform us if you need to have access of the front and back of your unit.

Which side is your serving window? \_\_\_\_\_

LENGTH: \_\_\_\_\_

Make sure you measure end to end and include tongue in this measurement if you have a trailer, including trailer & hitch, folded down back door/front door that you need to utilize.

Please indicate the type of serving unit you operate and draw your unit with measurements and dimensions you require:

Tent \_\_\_\_\_ Canopy \_\_\_\_\_ Trailer \_\_\_\_\_ Van \_\_\_\_\_ Chuck Wagon \_\_\_\_\_ Other \_\_\_\_\_

- Electrical outlets are limited. Use of personal generators must be a stand-alone unit and muffled to 80 D. B. max (for noise). Generators must be pre-approved. Vendors must provide their own cords, the cords must be in good condition and sized for the current amps they will be carrying. **There is an additional \$50 fee for electricity.** There is no Wi-Fi Available The Applefest planning committee will place all vendors/booths based on size, electrical needs and the date the application is received. A specific location cannot be guaranteed.
- Proof of insurance **REQUIRED** with application: Certificate of insurance must be \$1M combined single limit commercial liability coverage; it is mandatory that our event Applefest is listed as an additional insured also as certificate holder. Mail to Attn: Annesse at Bismarck Cancer Center, 500 N. 8<sup>th</sup> Street, Bismarck, ND 58501. Your space may be available for resale (NO REFUND) if not received by September 1<sup>st</sup>, 2023.

In addition, if you'd like, we'd gladly accept a donation to be placed in our silent auction.

Please list food items you will be offering: (once submitted, you may not add or substitute food items!)  
 Brewed coffee/tea and or fresh hand squeezed real fruit drinks are welcome, please list.  
 Soda, tea, water, gatorades, energy drinks, juices, etc. will be sold by BCCF ONLY.

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**... Please enclose \$50.00 "separate" check as a refundable clean-up deposit.**  
**Make checks payable to Bismarck Cancer Center Foundation**

Booth fee	\$ 150.00
Add \$10.00 late fee if submitting this application after September 1 <sup>st</sup> , 2022.	+ \$ _____
Add \$50.00 for electrical usage	+ \$ _____
Add any additional charge for additional space required	+ \$ _____
Total =	\$ _____

**Please make check payable to Bismarck Cancer Center Foundation**

**Office Use**

Application Received: \_\_\_\_/\_\_\_\_/2023      Insurance Received: \_\_\_\_/\_\_\_\_/2023  
 Photos: Y / N      Booth Fee: \$ \_\_\_\_\_  
 Late Fee: \$ \_\_\_\_\_



**Statement of Agreement and Understanding**  
**Food 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. 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.
5. 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.
6. I will provide Bismarck Cancer Center with Proof of Insurance for \$1,000,000 combined single limit commercial liability coverage by September 1<sup>st</sup>, 2023.
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 approves and accepts my application, my entry fee is non-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 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 checks to:**

**Bismarck Cancer Center  
Attn: Annesse  
500 North 8<sup>th</sup> Street  
Bismarck, ND 58501**

**\*\*\*Deadline: September 1<sup>st</sup>, 2023**