



### Wellness 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: \_\_\_\_\_

**PLEASE NOTE: You are required to provide your own tent and any necessary items you will need:**

Please specify your tent size: \_\_\_\_\_ Vendor Fee: \$125.00

**Electrical outlets are limited. Use of generators must be pre-approved. NO LOUD GENERATORS WILL BE ALLOWED!** Please contact Annesse 701-222-6136 at the Bismarck Cancer Center with questions or concerns.

**I will need electricity:** Yes: \_\_\_\_\_ No: \_\_\_\_\_ **\*\* There is NO Wi-Fi Available**

Any vendors requiring electricity 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 \$20 fee for electricity.

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 and also as certificate holder. Mail to Attn: Annesse at Bismarck Cancer Center, 500 North 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 of your product(s) to be placed in our silent auction.

Describe the items you will be selling:

Booth fee	\$125.00
Add \$10.00 late fee if submitting this application after September 1 <sup>st</sup> , 2023.	+\$ _____
Add \$20.00 if requiring electricity.	\$ _____
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**  
**Wellness 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 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 tent 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 tent area.
7. 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.
8. I will set up my tent so that I respect the existing facility/additional vendors. I agree not to solicit outside my tent space.
9. 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 tent area.
10. Once Bismarck Cancer Center approved and accepted my application, my entry fee is non-refundable.
11. 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.
12. 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.
13. **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: Annesse  
500 North 8<sup>th</sup> Street  
Bismarck, ND 58501**

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