



Spirit Valley Days

Craft & Vendor Application

August 5th, 2023 10am-3pm

Saturday set up 8-10am

Location: On Grand Ave between Central and 59th

Business Name: _____

Contact Person: _____

Email: _____

Address: _____

City: _____ State: _____ Zip Code _____ Phone: _____

Entry Type: Crafter \$75 Direct Sales \$75 Non-Profit \$50 Food \$75

Food Truck \$100 Other- _____

Description of Items Sold: _____

- Food trucks; must provide own power, garbage on site. Please arrive at 7:30 (Food trucks only-others will be denied and must wait until 8am) for set up. (Length of space needed _____ Feet)
- Vendors will provide own tables, chairs, tent and signage. Bring as many as you can fit in your area, if outside of designated area you will be asked to adjust.
- Electricity is not available-must provide your own. There will be no electrical cords across walkways.
- Event is rain or shine so please be prepared!

Payable to Spirit Valley Days (or online at spiritvalleydays.com)

Mail form back to: SVD PO Box 7064 Duluth, MN, 55807

Or email completed form spiritvalleydaysfestival@gmail.com

ST19 form must be included with registration form.

HHA Form Complete on Back

Payment- Send a check OR Pay Online

FORMS & Payment DUE NO LATER THAN JULY 15th, 2023

Each space is 10' x 10' area. Number of spaces _____ x \$ _____ = Total Due \$ _____

Hold Harmless Agreement (HHA)

In consideration of participation in the Spirit Valley Days craft and Vendor fair, We indemnify the West Duluth Business Club and designated Spirit Valley Days Coordinator/Glitterati/Amber Brostrom (**Your Organization**) _____ agrees to assume full responsibility, liability, and defense of any harm, loss, damage, costs, expenses, and disbursements (including but not limited to Attorney fees) incurred by the West Duluth Business Club and Glitterati out of any claims, injuries, demands, allegations, actions, or suits caused by, or as a result of participation of the aforementioned organization in the Spirit Valley Days Parade.

(Organization) _____ represents and warrants that the person executing this HHA has full and complete authority to bind the organization.

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 booths (s), the location (s) of which will be indicated on a map, and emailed the week prior. Each booth space shall be 10' x 10'.

Article 2. The term of this agreement shall being on August 5th, 2023 at the exhibitor's set up time as assigned in Article 5.

Article 3. Rent. Fixed rent for each 10'x10' square area, exhibitor shall pay to SVD the amount due with applications, ST19, HHA.

Article 4. Liability. WDBC / SVD/ Glitterati/Amber Brostrom- 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 / SVD / Glitterati / Amber Brostrom reserves the right, in its discretion, to release exhibitors contact information. Exhibitor shall be solely responsible for reporting its own sales tax, 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/SVD/Glitterati/Amber Brostrom 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 5th from 8-10am and to be ready for operation at 10am. Agrees to not close up/start packing until 3pm and be off the street by 4pm.
- B. Exhibitor agrees that its booth shall not be taken down until 3pm.
- C. Exhibitor agrees that it shall contain its business and merchandise to its assigned booth space. WDBC/SVD/Glitterati/Amber Brostrom reserves the right to charge exhibitor for additional square footage used by the exhibitor.

Article 6. Insurance. Exhibitor agrees to 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 exhibitors business on the premises.

Article 7. Cancellation. The exhibitor will be entitle d to no refund of its payment for cancellation of participation. If the event must be cancelled for any reason outside of WDBC/SVD/Glitterati/Amber Brostrom, WDBC/SVD/Glitterati/Amber Brostrom reserves the right to retain all amounts paid by the exhibitor.

Article 8. Subletting. The exhibitor shall not assign, transfer or sublet this agreement without the previous written consent of WDBC/SVD/Glitterati/Amber Brostrom.

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

Exhibitor/ Organization: _____ **Date:** _____

Authorized Contact Person Title: _____ **Phone:** _____

Signature: _____ **Email:** _____

Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____