

Vendor Application – 77th Anniversary Rally
Pappy Hoel Campground / Full Throttle Saloon FTSVending.com

Vendor Legal Name _____

Authorized Representative _____ Title _____

Address _____

City _____ State _____ Zip _____

Office _____ Cell _____ Fax _____

Email _____ Federal Tax #, EIN or Social Security _____

Product or Service being rendered _____

IMPORTANT NOTE: Be very specific in your listing, and include ALL the products or services that will be sold at your vending space. If you need more room to list all your products and services, attach a separate sheet of paper to your application.
PROMOTER/LANDLORD RESERVES THE RIGHT TO REMOVE ANY TENANT NOT IN COMPLIANCE WITH THEIR LISTING.

Vending Dates	Set Up Dates	Tear Down Date
August 4 th – September 13 th	July 31 st – August 3 rd	August 4 th 3pm – August 5 th

Semi Trailer – Inquire for pricing. Specify Size (picture required) _____

Trailer space - Available on upper lot. 20' x 80' = \$4,000.

Premium Spots \$2,000 each. All other spots \$1,000. Building is available for \$12,000. Has two bathrooms, hot and cold running water, electric.

*Food vendors must pay rent and 15% of gross sales.

Electrical – Specify quantity needed

110v / 20amps (Included)	110v / 50 amps \$50	220V / 30amps \$100	Total \$
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Cleaning Deposit: \$200 refunded at time of clean up

Contract Grand Total: \$ _____

Payment: 50% Deposit required when contract is submitted, no exceptions. Balance must be received on or before July 15th 2017. Payments not made in a timely manner will result in forfeiture of all deposits. We accept credit cards, checks, or money orders. For credit card payment, please fill out the credit card authorization form on page 2.

You may make checks payable to:

FTS Vending, LLC
148 Herring Gull Ct
Daytona Beach, FL
32119

Contact:
Gary Nowicki Fax: 386-310-7953
C: 843-267-0233
FTSVending@gmail.com

Vendor Signature _____ Date _____

Print Name & Title _____

Accepted by Promoter/Landlord _____ Date _____

This application /contract for vendor space at Pappy Hoel Campground / Full Throttle Saloon is subject to written acceptance by Promoter/ Landlord. This contract shall be governed by the State of South Dakota.

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CREDIT CARD AUTHORIZATION FORM

Billing Information _____

CC# _____

Type of Card: 3 Digit Code on the Back of the Card _____

Name on the card _____

Billing Address _____

City & State _____

Expiration Date _____

Charge Amount \$ _____

Signature _____

Print Name & Title _____

Please include front and back copies of credit card.

Date _____

TERMS & CONDITIONS

Landlord will supply Vendor one (1) parking pass in addition to providing on-site security for after display hours only. Immediately upon your arrival to the venue, please see Gary Nowicki for the parking pass. Anyone not having the parking pass visibly displayed in front of the vehicle window may be towed at Vendor's expense. Vendor agrees to collect applicable South Dakota state and local taxes and deposit with proper agencies and shall indemnify, defend, and hold Landlord harmless for any claim for unpaid taxes or other violation in regard to taxes. Vendor will procure any permits required from the necessary permitting authorities. Landlord and Promoter are not liable in any way for such permitting or any cost related thereof.

At its discretion, Landlord reserved the right to prohibit the sale and/or display of any products it consider unsuitable or in poor taste. No food or beverage sales will be allowed. This also includes giving it away for free. Vendors shall not possess or sell any obscene, vulgar or otherwise offensive clothing or other goods or items on the leased premises. No alcohol, drugs, or drug paraphernalia shall be sold on the premises, nor the use or possession of alcohol, drugs, or drug paraphernalia will be allowed.

Temporary use of the Vendor Space is an exclusive right, granted by Landlord and may not be split, shared, or sublet. Vendor shall only use the one (1) marked electrical outlet allowed for the assigned Vendor Space location and none other.

There shall be no motorcycle raffles or giveaways. No animals of any kind will be allowed on the property. Failure to comply with any terms of this contract, the rules of the Landlord, or any directive of Landlord could result in ejection from the event and retraction of future contracts.

MAINTENANCE OF BOOTH SPACE - Please keep your booth free from excessive trash. All cardboard boxes need to be broken down prior to placing in proper replacements. A refundable \$200 cleaning deposit will be required with your vendor application to reserve your space. Failure to leaving your booth in a clean condition will result in forfeiture of your cleaning deposit.

INSURANCE — Vendor shall obtain and keep in full force and effect during the Term, at its own cost and expense, to protect Pappy Hoel Campground / Full Throttle Saloon, who each shall be named as an additional insureds: (a) General Comprehensive Public Liability insurance to afford protection against any and all claims for personal injury, death, or property damage occurring in, upon, adjacent to, or connected with the Premises, or any part thereof, in an amount of not less than \$1,000,000.00 [One Million Dollars) for injury or death arising out of any one occurrence, and \$1,000,000.00 for damage to property in respect of one occurrence; and (b) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to Vendor's property for the full insurable value thereof. All such insurance shall be written in form and substance reasonably satisfactory to Landlord by an insurance company of recognized responsibility licensed to do business in the State of SD. Prior to Vendor setting-up on site, all monies must be paid and the original insurance policies or appropriate endorsements shall be deposited.

Physical Property Address Pappy Hoel Campground 19942 SD-79, Vale, SD 57788

INDEMNITY/HOLD HARMLESS/ ASSUMPTION OF RISK — Vendor will indemnify and save harmless Landlord (including the Official Sponsor, Official General Contractors, Facility Owners) and their owners, representatives, employees, officers, directors, assigns, and agents from and against any and all liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments (to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by [Vendor to Landlord] hereof arising from injury, or claim of injury, during the terms of this agreement to person or property of any and every nature, and from any matter or thing, growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance, or control of the dealership Premises or Vendor's Vendor Space by Vendor, the use of facilities and equipment thereon, the streets, sidewalks, vaults, curbs, and gutters adjoining the Premises, the appurtenances to the Premises, arising out of the Vendor's failure to perform, fully and promptly with each and every terms, covenant, condition, and agreement herein provided to be performed by Vendor or by Vendor's actions including the actions of its contractors, employees, agents, or owners. Vendor's reasonable approval any and all suits that may be brought and claims, which may be made, against Landlord by

VENDOR INITIALS _____

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any third party for any liability, loss, damages, expenses, costs of action, suits, interests, fines, penalties, claims, and judgments and shall satisfy, pay, and discharge any and all judgments that may be caused by Vendor that results in an _ action or actions in which Landlord is included as a party defendant, or that may be filed against the Premises, or the improvements thereon, or the appurtenances, or any interest therein, and in the event of the failure of Vendor to pay the sum or sums for which Landlord shall become liable as aforesaid then Landlord may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Landlord shall be payable by Vendor to Landlord upon demand. Vendor shall assume the risk of an loss, claim or damage to person and its property from theft, damage by fire, or any other cause, including the negligence and gross negligence of any entity except Landlord.

HAZARDOUS MATERIAL - The Vendor shall keep and maintain the Demised Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions [Hazardous Materials Laws] on, under, about, or affecting the Demised Premises or transport to or from the Demised Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as Hazardous Materials). The Vendor shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to Vendor's violation of this provision.

VENDOR SIGNATURE DATE _____

PRINT NAME/ TITLE DATE _____

ACCEPTED BY LANDLORD (FTS Vending, LLC)

SIGNATURE _____ DATE _____

Helpful Information

STEP 1: Apply for a Temporary [South Dakota Sales Tax license](#)

- All vendors must have a Temporary South Dakota Sales Tax license for selling or displaying a product or for providing services at the Sturgis Motorcycle Rally.
- You must complete a new application each year.
- If you have a Permanent South Dakota Sales Tax license, but are operating in a temporary location during the Sturgis Motorcycle Rally, you need to apply for the Temporary South Dakota Sales Tax License.

STEP 2: Determine if you need to post a bond

- If you are a first time vendor you must post a \$500 bond.
- If you attended last year's rally and filed and paid your sales taxes on time, you do not need to post a bond.
- If you filed or paid your sales tax after the due date in 2016, you will need to post a bond. Please contact the Department of Revenue at 605-394-2332 to determine bond amount.
- If you were a vendor in the past but did not attend in 2016, you will need to post a \$500 bond.
- We accept cash, cashier's check, or money order. We cannot accept credit cards. Please do not send cash through the mail.
- Bond is held as a deposit and will be mailed back to you when the rally has ended and your final sales tax return has been filed and proper sales tax has been paid.

STEP 3: Send application and bond (if needed, see Step 2) to SD Department of Revenue

- You can submit application electronically by clicking the "Send Electronically" button at the bottom of the application form.
- You can mail the application to SD Department of Revenue, 1520 Haines Ave Ste 3, Rapid City, SD 57701. (This is recommended if a bond is needed.)
- You can fax the application to 605-394-6076

STEP 4: Receive your Temporary South Dakota Sales Tax license card and information packet.

- **Pre-registration is available from April 1 to July 1, 2017.** If you apply between those dates, your packet will be mailed to you. Bond (if needed, see Step 2) must be received by Department of Revenue before license card and packet will be mailed. **PLEASE BRING LICENSE CARD WITH YOU** when you come to the rally. If you prefer to pick up your packet when you arrive in Sturgis, please mark the "held in office" box on the application.

- From July 1 to August 1, you may go to the SD Department of Revenue office in Rapid City at 1520 Haines Ave Ste 3 to pick up your license card and packet.
- Beginning August 2 at 1:00 pm, you will need to go to Sturgis City Hall at 1040 2nd St to pick up your license card and packet. Please review the office hours for the Department of Revenue's office at Sturgis City Hall.

HAVE MORE QUESTIONS?

- Feel free to contact us at 605-394-2332

SD Department of Health Certificate - required by all food vendors 605-773-3364

[Temporary Food Services Application - South Dakota Dept of Health](https://doh.sd.gov/documents/Food/tempfood.pdf)

<https://doh.sd.gov/documents/Food/tempfood.pdf>