

Flea Market & Food Truck Festival

We invite and welcome your participation as a vendor in Fargo’s Largest everything goes sale!

We are looking for Crafters, Treasure Sellers, Produce and Flea Market Vendors.

**When**: Thursday June 30th, 2022

 **Exhibit Time:** 8:00 AM-2:30 PM

**Where:** Scheels Arena 5225 31st Ave S Fargo, ND 58104

All vendor locations are on a first-come, first-served basis and will be assigned following the receipt of your completed registration forms and payment. All registrations will be date stamped; any conflicts of interest will be determined by the earliest register. **All pre-registration forms must be submitted with payment by 5:00 p.m. June 29th, 2022. Day of registration will be $45 for two spaces, $55 for four spaces, and $85 for food truck.**

**Vendors**

Rental of a spot in the designated area. Retal vendor spots include a 9ft x 36ft space for $35 or an 18ft x 36ft space for $45. Food Truck vendor spots include a 9ft x72ft for $75. Sale of alcohol, guns or illegal substances will **not** be permitted. Scheels Arena reserves the right to turn away vendors not in compliance with these rules. All Vendors must be in compliance with ND Health Code if selling foods or produce.

**Thursday:**

All vendors must be present by 7:30 a.m. Load-out begins at 2:30 p.m. and must be accomplished by 4:30 p.m. on Thursday. No early closures. Your booth must remain open until the end of the event. All Vendors will receive 2 vendor passes included in the price.

For registration questions please contact Mackenzie at 701-356-7656 or mmyrkle@scheelsarena.com



**Flea Market & Food Truck Festival**

**Vendor Information:**

Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**Vendor Spaces are $35 for two spaces, $45 for four spaces, and $75 for a food truck space.**

What will you be selling:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Item:** **Two Spaces, Four Spaces, Food Truck:**  **Spaces:** **Cost:** **Total:**

Vendor Rental $35 $45 $75 \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

**Subtotal: $\_\_\_\_\_\_\_\_\_\_\_**

**Indicate payment type: \_\_\_\_Check \_\_\_\_Credit Card**

Your standard rate payments must be received by June 29, 2022. All credit card invoices not paid within this time frame will be cancelled. For Credit Card payments, a credit card link will be emailed to you at the address provided.

Please remit payment, registration forms, and North Dakota Operator Certificate of Compliance by email, or drop off at the Front Office.

Mail to:

Scheels Arena

Attn: Mackenzie

5225 31st Ave S

Fargo, ND 58104

*\*Payment for booth must be received in full prior to load-in.*

*\*All payments are non-refundable^*

*^* *Refunds will only be granted based on inventory availability. Payments made with cash will be refunded via check. Credit card payments will be refunded to the card used for the original payment. Refunds may take up to 14 business days to be fully processed.*

*\*Scheels Arena is not responsible for damaged, lost or stolen items*

*\*Sale of alcohol, firearms, ammunition, live pets, or hazardous materials will not be permitted. We reserve the right to turn away vendors not in compliance with these rules.*

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**Release and Waiver of Liability**

This Release and Waiver of Liability (The “Release”) executed on this \_\_\_\_\_\_\_\_Day of \_\_\_\_\_\_\_\_\_, 20­\_\_ in favor of the Scheels Arena­.

I understand and acknowledge that this Release discharges the Scheels Arena from any liability or claim that I may have against the Scheels Arena with respect to any theft, injury, or property damage incurred from my participation in the **Flea Market & Food Truck Festival**

**To express my understanding of this release, I sign here with a witness.**

**Participant**

Name(Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



2022 FOOD VENDOR CONTRACT

 Section 1.

Right to use space each food vendor must submit the site fee in full as set forth in application instructions. If food vendor fails to get proper permit’s then deposit will not be refunded nor will vendor be granted space at the event. After supplemental documents are received the Flea Market & Food Truck Festival will grant food vendor right to utilize space in accordance with all applicable state and city laws and the terms set out below.

 Section 2. Laws & Permits

 a. All food vendors must comply with all local, state and federal applicable laws

b. All food vendors are responsible for obtaining all required business licenses, permits and taxes for operation.

c. All food vendors must submit all the supplementary documents as requested in the application instructions.

Section 3. Right to Space: Vendors

a. The right granted to use for vendor space is non-transferrable.

b. There are no warranties of guarantees. As the event is a rain or shine event. Once the application is accepted no refund shall be granted whatsoever. Acts of God, terrorism, war resulting in event cancellation will not warrant a refund.

c. The space is being rented as-is. Rental equipment is available at inquiry only as supplies are limited. Vendors are recommended to bring own power source.

d. All food vendor must stay within the bounds of the allocated spot. All food vendor spaces will be assigned before festival in email communications.

 e. No vendors may utilize amplified sound without prior written consent.

f. All food vendors must be setup and ready by 8 a.m. on Thursday. All food vendors must vacate two hours after the event has ended. Furthermore, vendors may not vacate premise until the Flea Market & Food Truck Festival ends.

g. All vendors must remove trash before departing and dumped into proper trash receptacles. $200 fine is imposed on any and all trash remaining.

h. No hot coals may be dumped in trash dumpsters. As fire may result. $1200 fine will be imposed on any infractions.

i. All terms of use of the vendor application, instructions, notes and communications are made applicable within this contract.



Section 4. Merchandise: Barred Items

a. Scheels Arena and agents, employees reserve the right to inspect all vendors' merchandise to ensure as specified in application item to be sold.

b. No vendor may sell any items in prohibition by North Dakota law such as baby formula, pharmaceuticals, drugs and the likes.

c. No vendor may sell counterfeit and/or stolen merchandise.

Section 5. Indemnification and Release

a. Vendors will release and hold harmless the Scheels Arena Flea Market & Food Truck Festival, its agents, parents, subsidiaries, employees, volunteers, venue, Brant Holding and Scheels Arena its agents, employees or representatives from any and all claims resulting from harm, damage and/or losses associated with the festival. And agree to be filmed and photographed for marketing, advertising and social media purposes.

Section 6. Advertising

a. All advertising by vendors must be done at cost and must gain written permission from Scheels Arena Flea Market & Food Truck Festival.

Section 7. Revocation of Selling Privileges: Termination and litigation

 a. Any vendor who evades payment of any all-applicable fees, fines or the likes will result in termination of contract.

b. The Flea Market & Food Truck Festival is a multicultural event, and no form of discrimination will be tolerated. Such acts will result in termination of the contract.

c. Any vendor complaints with reasonable proof as to misrepresentation of products; giving false information of the product type, consistency, origin, condition or quality will range from termination of this contract to actionable offense.

d. Any vendor who fails to comply with any Federal, State and/ or Local Laws will result in immediate termination of the contract and may result in legal action.

 e. Scheels Arena and the Flea Market & Food Truck Festival reserves the right to modify any/and all rules within at written notice to the vendor.



Please Describe Product/ Price Range: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This application is to be included into this year’s food truck festival. And we agree to abide by the event information in the preceding two pages.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_