

# 2019 Badlands Ukrainian Days Vendor Application

Individual, Business, or Organization Name

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**Contact Person**  
(if different than above)

**Address**

**City, State, Zip**

**Phone**  
(Cell Preferred)

**Contact Email**  
(Required)

**Website**  
(If Applicable)

**Vendor Fees are  
invoiced after the  
application has  
been reviewed  
and accepted.**

**Product Type (check all that apply)**

- Service
- Merchandise
- Food
- Non-Sale Exhibitor
- Other

**Organization Type (check ONE)**

- Standard, For Profit
- \*Non-Profit, Fundraiser
- \*Religious, Fundraiser
- \*Community, Fundraiser

**Briefly Describe Your Product(s)**

**Electrical Needs (check ONE)**

- No Electrical Required.
- Request One (1) 110-Volt, 20-Amp Connection
- Request More Than One (1) 110-Volt, 20-Amp Connection
- Request Permission To Use Generator

**Briefly Describe Your Electrical Needs,  
Equipment & Appliances To Be Used,  
Generator Details, And/Or Other Details  
(if applicable)**

**Please Enter The Quantities Requested**

\_\_\_\_\_ 10X10 ft. Booth Space(s) @ \$35 each

\_\_\_\_\_ 110V Electrical Connection(s) @ \$15 each

\*Extra 8 ft. Rectangular Table(s) @ \$5 each  
One (1) 8 ft. table and two (2) chairs are included with each Booth Space

**Booth Structures (check ONE)**

My booth space(s) will contain:

- a tent / canopy or other legged structure only.
- a vehicle and/or trailer AND a tent / canopy.
- a vehicle and/or trailer only.
- a table(s) and chairs only.

Non-Profit, Religious, and/or Community Organizations may be eligible for one (1) booth space at no cost. Only a limited number of no cost booth space is available and not guaranteed. Proof of current Organization status is required. To inquire about a cost waiver, please contact us at [ndudaworkshop@gmail.com](mailto:ndudaworkshop@gmail.com)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR NDUDA USE ONLY**

|                   |                             |                                      |
|-------------------|-----------------------------|--------------------------------------|
| Vendor Code:      | # Additional Tables:        | <b>Vendor Fee<br/>Invoice Amount</b> |
| # Booth Spaces:   | # Electrical Connection(s): |                                      |
| Booth Dimensions: | Generator Permission?       |                                      |

# 2019 Badlands Ukrainian Days

## Vendor Application Terms & Conditions

**APPLICATION TIMELINES:** Vendor Applications must be received on or before July 8<sup>th</sup>, 2019.

**APPLICATION SUBMISSION:** Applications can be emailed to [ndudaworkshop@gmail.com](mailto:ndudaworkshop@gmail.com) or mailed to: NDUDA c/o Badlands Ukrainian Days, PO Box 25, Dickinson, ND 58602. Applications must have a wet, scanned, or electronic signature.

**APPLICATION ACCEPTANCE:** Submission of an application does not guarantee a space. Consideration is given on a first come, first served basis. It is agreed and understood that the completion of this application shall not be binding either to the proposed Vendor or to the the Badlands Ukrainian Days until accepted by the NDUDA. Vendors will be notified via email as to your application status.

**VENDOR FEES:** Once a Vendor is notified of acceptance, the appropriate fees will be invoiced and are due within five (5) business days. Online payment is preferred; however, checks are accepted (please make checks payable to the NDUDA, c/o The Badlands Ukrainian Days write the Individual, Business, or Organization Name from the Application in the memo space and mail to the address listed under Application Submission).

**EVENT TIMELINE:** Load-In times are Saturday morning, July 20<sup>th</sup> starting at 1:00PM for large vehicles & trailers, and 1:30PM to 2:30PM for all others. Load-In after 2:30PM is not allowed without prior NDUDA approval. Set-Up must be completed by 2:55PM. Vendors are required to be open from 3:00PM to 7:30PM. Tear-Down times are 7:30PM to 8:30PM.

**WEATHER: Rain or Shine:** The Badlands Ukrainian Days is an outdoor event and will operate rain or shine according to the posted scheduled hours of operation. Vendors are responsible for providing the necessary equipment for varying and changing weather conditions. Please be prepared for wind, heat and any other potential conditions. The NDUDA will keep Vendors informed in case of a rain-out and cancellation at the beginning of or during the event. There are no refunds for any delays or cancellations as a result of inclement weather.

**BOOTH SPACE(S):** One booth space is 10X10 ft. and can be purchased in multiples if a larger booth area is needed (i.e. 10X20 ft = two Booth Spaces, 20X20 ft = four Booth Spaces, etc). Each Booth Space includes one (1) 8 ft. rectangular table and two (2) folding chairs (two Booth Spaces (10X20 ft) get two tables, four chairs, etc). Extra tables are available for an additional fee. Extra chairs may not be available and Vendors are encouraged to bring their own if needed. All business or other activity, for which the vendors have rented space, must be conducted within the designated booth space only! Distribution, canvassing, flyers, or vending of any kind while strolling through the event grounds are not allowed. Political activity and religious solicitation are also prohibited. Vendor signage can be displayed only with the designated booth space.

**BOOTH STRUCTURES:** Booth Structures (i.e. tents, canopies, and the like) are not available for rent and Vendors are strongly encouraged to bring their own. They must be securely weighted on all legs. No ground stakes are allowed. Vendors are responsible for any and all damages incurred by an unsecured Booth Structure.

**VEHICLES & TRAILERS:** All Booth Spaces are located on asphalt that can accommodate large vehicles and/or trailers as part of a Booth Structure. Booth spaces / areas cannot be used for general parking.

**ELECTRICAL (Limited Availability):** Vendors may request one (1) 110 volt, 20-amp electrical service connection for an additional fee; however, electrical connections are limited and not guaranteed. Please describe the booth electrical needs (types of powered equipment and appliances to be used, request for additional power if needed) on the application form. No generators allowed without prior approval by the NDUDA. All electrical appliances must conform to applicable Local & State codes.

**ALCOHOL:** The sale of alcoholic beverages of any kind is strictly prohibited.

**TRASH:** Vendors must provide trash receptacles and bags for waste generated by their booth. Use of public trash receptacles for booth refuse is not allowed. There will be dumpsters in close proximity for Vendor use. The Vendor is responsible to remove trash from their Booth Space(s) throughout the day and at tear-down.

**PERMITS (if required by Municipal, County, or State Law):** You are required to obtain and display all applicable permits and/or licenses if required by law in order to operate on the Ukrainian Days Celebration grounds. If you are forced to close by any government agency for failure to obtain your necessary permits and/or license, the NDUDA or its agents are not liable.

**REFUNDS:** Your booth fee is non-refundable unless cancellation, in writing via email, is received on or before July 1. If the event is canceled for any non-weather related reason up to the day before the event, a refund will be made within 45 days of event cancellation.

**EVENT UPDATES:** Any event updates will be communicated directly to Vendors via email only.

**SECURITY:** Be mindful about security. Although security may be provided at this event, Vendors are responsible for their own personal property. Do not leave backpacks, packages, boxes, bags, or the like unattended outside your booth at anytime. Vendors are responsible for their own merchandise. The Badlands Ukrainian Days, North Dakota Ukrainian Dance Association, City Of Belfield, or their agents assume no liability for theft or loss of any type.

**2019 Badlands Ukrainian Days**  
**Vendor Application Liability & Media Waivers**

**ACKNOWLEDGEMENT & ASSUMPTION OF RISK, LIABILITY & INDEMNIFICATION,  
AND MEDIA WAIVERS FOR THE BADLANDS UKRAINIAN DAYS**

This form must be signed and submitted in order to participate as a Vendor at the Badlands Ukrainian Days event. Our lawyer said so.

**Acknowledgment and Assumption of Risk**

I am aware of the dangers and the risks to my person and my property involved in participating in the Badlands Ukrainian Days and associated events. I also understand that there are potential risks of which I may not presently be aware. Because of the inherent dangers of participating in this activity, I recognize the importance and agree to fully comply with the applicable laws, policies, rules & regulations, and any Supervisory Staff instructions regarding participation in this activity.

I understand that the Badlands Ukrainian Days, the North Dakota Ukrainian Dance Association, and the City Of Belfield do not insure participants in the above-described activity, that any coverage would be through personal insurance, and the Badlands Ukrainian Days, the North Dakota Ukrainian Dance Association, and the City Of Belfield have no responsibility or liability for any injury resulting from this activity. I elect to participate in this activity with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.

**Waiver of Liability and Indemnification**

In consideration for being allowed to voluntarily participate in the Badlands Ukrainian Days event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. waive, release, and discharge the Badlands Ukrainian Days, the North Dakota Ukrainian Dance Association, the City Of Belfield, and its agencies, officers, volunteers, and employees from any and all negligence and liability for death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and any estate as a direct or indirect result of participation in the above referenced activity or event; and
- b. defend, indemnify, and hold harmless the Badlands Ukrainian Days, the North Dakota Ukrainian Dance Association, the City Of Belfield, its agencies, officers, volunteers, and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

I hereby consent, on behalf of myself and those working for me or on my behalf to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during these activities or events. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I affirm that I am at least 18 years of age and am freely signing this agreement. I have read these terms & conditions completely and fully understand that by signing below, I am giving up legal rights and / or remedies which may otherwise be available to me regarding any losses I may sustain as a result of participation. I agree that if any portion of this waiver is held invalid, the remainder will continue in full legal force and effect.

**Notice Of Photographic & Media Recording, Media**

When you attend and/or participate in the Badlands Ukrainian Days events, venues, & related activities, you enter an area where photography, audio recording, video recording, and written accounts of the event(s) may occur. By entering these premises or others sponsored, operated, organized, or otherwise affiliated with the North Dakota Ukrainian Dance Association and/or the City Of Belfield, you consent to such recording media and its release publication, exhibition, or reproduction to be used for but not limited to news, web casts, promotional purposes, telecasts, advertising, and inclusion on websites. You further waive all rights you may have to any claims in connection with any exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, web casting or other publication.

Individual, Business, or Organization Name: \_\_\_\_\_

Authorized Person Name (if different than above, please print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_