



2021 Vendor Contract

Please Print and Return with FULL Payment to:

Greater Madison Area Chamber of Commerce
315 S. Egan Ave. | Madison, SD 57042 OR
office@chamberofmadisonsd.com

Vendor Name: _____

Contact Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____ **Phone:** _____

E-mail: _____

Description of items being sold: _____

Electrical Needs: _____

_____ **and DownTown in MadTown hereby agree as follows:**

1. DownTown in MadTown will provide the Vendor space for a "booth" at least 10 x 10 feet in size. The location is at the discretion of the DownTown in MadTown Event Organizers. Larger spaces may be allowed if prior authorization is received from DownTown in MadTown. DownTown in MadTown takes place July 20th & 27th and August 3rd, 10th, 17th & 24th. The Vendor agrees to be present on all the above dates unless otherwise agreed upon between the Vendor and the DownTown in MadTown Event Organizers.

2. The fee for Vendors is \$250 (\$200 for Non-Profits) for the entire summer if you are a GMACC Member or \$400 for Non-Members, unless otherwise agreed upon from DownTown in MadTown Staff. Payment is due in full no later than **July 1, 2021**. If payment is not received by this date, DownTown in MadTown reserves the right to unilaterally cancel this contract. Please make checks payable to Greater Madison Area Chamber of Commerce.

3. The set-up time for this event is from 4:30 pm to 5:30 pm on each event day. ALL VEHICLES MUST BE OFF THE STREET BY 5:00 pm to allow for barricades to be put up. Food service must be available no later than 5:30 pm. If the Vendor is late, DownTown in MadTown reserves the right to refuse access to the street and send the Vendor home for the night. No refund will be given if this occurs. If the Vendor is late two times or more DownTown in MadTown reserves the right to cancel this contract.

4. The Vendor shall stay through the duration of the event. If the Vendor is not personally present, they shall designate a suitable person to run their operation and supervise any employees present at the event. The Vendor or a supervisor must be present at the booth the entire night. The Vendor shall have



2021 Vendor Contract

enough staff present to handle the customer volume and shall bring sufficient product quantity to be served throughout the entire event. If the Vendor runs out of product early, they will not be allowed to begin taking down their booth or leave until the event is completed. Failure to comply with the terms of this section may result in Downtown in MadTown canceling this contract.

5. The Vendor is responsible for cleaning up its area including trash disposal after the event has finished.

6. The Vendor's operation must comply with all State, City and County health codes and licensing requirements. A Class K fire extinguisher is required for any Vendor using a deep fat fryer.

7. The Vendor is responsible for paying all State, City or County taxes or fees.

8. Any barriers/fencing cannot be moved, altered, or opened by any person other than Downtown in MadTown staff or emergency personnel. **THE VENDOR IS NOT TO REMOVE OR OPEN ANY BARRIER/FENCING UNLESS SPECIFICALLY AUTHORIZED TO DO SO BY DOWNTOWN IN MADTOWN STAFF.**

11. The Vendor agrees to follow the direction of the Downtown in MadTown staff.

12. The Vendor agrees that photos or videos may be taken of their booth and personnel to be used by Downtown in MadTown/Greater Madison Area Chamber of Commerce for promotional and/or publicity purposes and hereby waives any alleged or presumed intellectual property rights for such purpose.

13. Violent or threatening behavior will not be tolerated. If a Vendor or their employees engage in any fighting or threatening behavior, this contract may be immediately canceled. The Vendor and/or employee will be asked to leave the event and no refund will be given. The Vendor does not have, nor is Downtown in MadTown extending, any lease or leasehold interest in the Vendor's booth or space.

14. This contract runs from the date of signing through the last event on August 24th, 2021. Either party may terminate this agreement without cause by providing written notice of their intent to do so at least 14 days prior to the last event at which the Vendor will participate unless a lesser time is mutually agreed to by the parties. No refund will be given. If the Vendor does not provide notice of intent to terminate and fails to show up without the prior authorization of Downtown in MadTown, no refund will be given, and the Vendor will not be allowed back.

Vendor

Signature: _____ Date: _____

Print Name: _____

Downtown in MadTown Staff

Signature: _____ Date: _____