

Rocky Fork Recreation Center's
8th Annual Traditional Open Powwow
June 2-3, 2007
Kimbolton, Ohio
Non-Food Vendor Contract (Fee: \$75.00)

Name of Vendor/Business: _____

Address: _____

Phone: _____ Email: _____

Booth Size: _____

Description of merchandise to be sold:

Donation for Auction: _____ Must be at least \$35.00 value.

Number of vehicles and description:

How will be you be lodging: Tent _____ Teepee _____ Camper _____ RV _____

Other (please describe): _____

Names of Guests Attending: _____

Ages of Children Attending: _____

Vendor Signature

Date

Vendor Signature

Date

Approved By

Date

Money order/cashier's check should be made payable to: **Salt Fork Resort Club, Inc.** and mailed with contract, signed rules and auction item to: Sandy Dinkins, 74798 Broadhead Road, Kimbolton, OH 43749. Any questions call 740-498-4614.

VENDOR CONTRACT

1. No Dogs or other animals are allowed.
2. ABSOLUTELY no drugs, alcohol or firearms will be permitted. The grounds are patrolled by security and any vendor found in violation of this rule will be asked to leave the premises immediately and no refund of any fees paid will be given.
3. At the end of the powwow, the booth space must be in its original condition. Property damage for which you are responsible will be charged to you.
4. Children are **never** to be left unattended. Vendors are liable for the acts of their child(ren) and the acts of their guests' child(ren).
5. There will be no selling of mass-produced items, imported items, squirt devices, noise-making items, flea market items, no plastic tomahawks or trinkets, and no sale of items that mock or offend. Only authentic, handmade Native American items are permitted.
6. Sharing of spaces is not permitted.
7. No electrical hook-ups are available at booth sites. Bring generator if you require electricity.
8. No refunds of deposits will be given for any reason, whether by failure of vendor to appear or for any other violation of these rules in which the vendor is dismissed.
9. All vendors must donate one item for the auction with a value of at least \$35.00. This item can be sent with the contract and deposit. (More than one item can be donated to reach the \$35 value.) Please ship securely. Proceeds from the auction help to pay powwow participants.
10. Sale of home-baked food, home-cooked food or pre-packaged food is prohibited. Food products are to be sold only by the food vendors.
11. Rocky Fork Recreation Center has reserved the right to sell bottled water. No Vendor will be permitted to sell bottled water.
12. By signing this agreement, Vendor gives permission for the free and unlimited use of their name, picture, image or likeness, or their business name, business booth and/or equipment picture, image or likeness in any broadcast, telecast, print media, web media and/or other promotional use by Security First Capital Ltd., Salt Fork Resort Club, Inc. or Cardida Corporation now or in the future.
13. Booth spaces are on a first-come, first-serve basis. The earliest time for set up is Friday June 1, 2007. Must be setup before opening of powwow. Spaces will not be held prior to receipt of deposit, contract and auction item.
14. Vendor fee is \$75.00. Food Vendor fee is \$125.00. PAYMENT CAN ONLY BE MADE IN THE FORM OF A MONEY ORDER OR CASHIER'S CHECK. NO PERSONAL CHECKS ACCEPTED. Personal checks will be returned.
15. Vendors are responsible for any lost, stolen, or damaged property, which includes but is not limited to all items for sale, vehicles and booth set-up.
16. Vendors are responsible for their own booth set-up and take-down.

Vendor(s) & Guest(s) Initials

17. No campers, RVs or tents are allowed near the arena unless a pertinent part of your booth. We will put you as near the powwow site as is possible. Please inform us of your lodging plans.
18. Cardida Corporation, Salt Fork Resort Club, Inc., and Security First Capital Ltd., their employees, elected and appointed officials or volunteers do not accept liability for the Vendor's goods, equipment, or injuries that occur because of the Vendor doing business; Vendor by signing this contract assumes this liability.
19. To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, and hold harmless the Salt Fork Resort Club, Inc., Cardida Corporation, and Security First Capital, Ltd., their employees, elected and appointed officials, representatives, agents or volunteers against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from Salt Fork Resort Club, Inc., Cardida Corporation, and Security First Capital, Ltd., their employees, elected and appointed officials, representatives, agents or volunteers, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence, whether known or unknown, of Salt Fork Resort Club, Inc., Cardida Corporation, and Security First Capital, Ltd., their employees, elected and appointed officials, representatives, agents or volunteers and is in any way connected or associated with this contract whether for Vendor, those doing business with Vendor or Vendor's guests.

These rules are in place for your safety, the safety of all powwow participants and the safety of the powwow spectators.

I, _____
 (print names of all persons attending), certify that I have read the above vendor contract, a copy of which I have received, and I agree with all the terms and conditions of this contract. I understand that if any violation of this contract occurs, the Rocky Fork Powwow Committee reserves the right to expel any vendor, whether it be by an act of a vendor, an act of a vendor's child, or an act of vendor's guest, and that no refund of fees will be given. I agree to set-up my vendor booth at my own risk and will be fully responsible for the safeguard and maintenance of my own merchandise and personal property.

 Vendor Signature

 Date

 Vendor Signature

 Guest Signature

