



**TOAD SUCK DAZE FESTIVAL
MAY 5-7, 2017
RETAIL APPLICATION**

Deadline to Apply: March 10, 2017

Late Application Deadline: APRIL 21, 2017 (\$25 late fee applies)

Thank you for requesting an application to participate in the 36th annual Toad Suck Daze Festival. For questions about this application or the festival, please contact Mary Margaret Satterfield at 501-932-5412 or Mary@ConwayArkansas.org. Below are a few key items for renting booth space at the Toad Suck Daze festival. **Please read all terms and conditions before submitting the application.** Terms and conditions are located on the back of the application and are located on the Toad Suck Daze website.

- Booth space is 10 ft. x 10 ft. and is \$400. Electricity is \$50 per booth. There is a late fee of \$25 if applying after the March 10 deadline.
- Payment for booth space and electricity must be included with this application in the form of a check or money order payable to Toad Suck Daze, Inc. No refunds will be given.
- Applications must include pictures of all different types of items that will be sold. A minimum of three pictures is required even if only one or two types of items are being offered for sale. Items not included in the application and shown in pictures are not allowed to be sold at the event. Photos should be submitted with application on a CD or DVD. If necessary pictures can be submitted via email to Mary@ConwayArkansas.org.
- The retail area includes two sections: Toad Market and Oak Street Galleria. Toad Suck Daze will assign selected vendors to each section based on their applications, pictures and products. Vendors in the Toad Market area must furnish their own tent, tables, chairs, extension cords, etc. Vendors in the Oak Street Galleria will have tents furnished, but must supply all other materials.
- Applications that are not signed and dated or that fail to include pictures and payment will be denied automatically. A signed application is a contract to participate, if accepted by Toad Suck Daze.
- If accepted, a packet with information on booth location, check-in time and other festival details will be provided to Vendor.
- All booths must remain open Friday from 3:00 pm to 7:00 pm, Saturday from 10:00 am to 7:00 pm and Sunday from 10:00 am to 5:00 pm. Vendor must bring enough products to remain open all weekend. Opening early on Friday and closing later on Friday and Saturday is encouraged. The official festival hours are Friday from 11:00 am to 11:00 pm, Saturday from 10:00 am to 11:00 pm, and Sunday from 10:00 am to 5:00 pm.

2017 TOAD SUCK DAZE RETAIL APPLICATION

Mail Application to: Toad Suck Daze; 900 Oak Street, Conway, AR 72032 by MARCH 10, 2017

Late Application Deadline: April 21, 2017 (\$25 late fee applies)

Business Name _____

Contact Name _____

Address _____

City _____ **State** _____ **Zip** _____

Phone Number _____ **E-mail** _____

Website _____

Are you a previous Toad Suck Daze Vendor? Yes No

Description of Items for Sale (All items to be sold must be included in this description; items not included will not be allowed in the vendor's booth space at the event)

Price Range of Items for Sale _____

If electricity is being requested, what will it be used for? _____

I would prefer to be in following the area (Please circle one):

Toad Market

Oak Street Galleria

Either

A signed application constitutes an agreement to be bound by all Terms and Conditions and is a contract to participate, if invited. Violation of the Terms and Conditions prior to or during the festival may result in loss of booth space without a refund. Applicant certifies that photos submitted accurately depict applicant's materials and that they are owned by Applicant. **Applicant will not be considered if this form is incomplete, unsigned, received without correct fees or does not include pictures as required.** If accepted by Toad Suck Daze, this application and the included Terms and Conditions represent the entire agreement between the parties.

Number of Booths _____ x \$400 =	\$ _____
(If Conway Area Chamber of Commerce Member x \$325)	
Electricity - \$50 (per booth) =	\$ _____
Late Application Fee - \$25 =	\$ _____
(If after March 11)	
Total Amount Enclosed =	\$ _____

Date _____ Applicant's Signature _____

TERMS AND CONDITIONS

1. One booth consists of a 10 ft. x 10 ft. marked area. Vendor may apply for multiple booth spaces, but the depth of the booth/s will only be ten feet. Vendor cannot assign or sublet booth space.
2. Each booth costs \$400. Vendors that are members of the Conway Area Chamber of Commerce will receive a discounted rate of \$325 per booth.
3. Electricity for a booth may be purchased for \$50 per booth at the time of application. The cost of purchasing electricity after the first application deadline will be \$75 per booth.
4. Payment for booth space and electricity must be remitted with this application in the form of a check or money order payable to Toad Suck Daze, Inc. REFUNDS ARE NOT AVAILABLE.
5. Applications that are not signed and dated or that fail to include pictures and payment will be denied automatically. A signed application is a contract to participate, if accepted by Toad Suck Daze. Acceptance and denial letters are usually mailed in early March.
6. Toad Suck Daze, Inc. and the Conway Area Chamber of Commerce retain the exclusive right to sell Toad Suck Daze merchandise of any kind. Vendors will not be allowed to sell any items that include the words, "Toad Suck Daze", "Toad Suck Days" or any derivatives.
7. The retail area includes two categories: Toad Market and Oak Street Galleria. If accepted, Vendor will be assigned to one of these areas based on applications, pictures and products. Admission and specific booth placement of vendors is within the sole discretion of Toad Suck Daze.
8. Booth space is limited, and every vendor and/or product may not be selected. Applicants must submit a CD or DVD with clearly visible photos of all types of items to be sold; items not pictured cannot be sold at the festival. At least three pictures are required, even if only one or two types of items are being sold. Arts and crafts and/or fine arts vendors must submit images of themselves creating the products. All CDs or DVDs will become property of Toad Suck Daze. If necessary pictures can be submitted by email to Mary@ConwayArkansas.org or printed pictures can be submitted.
9. Vendors accepted into the Toad Market area must furnish their own tent, tables, chairs, extension cords, lighting and all other supplies. Vendors accepted into the Oak Street Galleria are required to use tents furnished by Toad Suck Daze, but all other materials will be provided by Vendor.
10. All displays, tents and structures must be of sound construction and designed in good taste. Toad Suck Daze has sole discretion to decide if any part of Vendor's booth does not meet its standards.
11. Toad Suck Daze reserves the right to terminate this contract at any time before or during the festival if Vendor or its employees or agents commit any act or omission that Toad Suck Daze deems, in its sole discretion, to be detrimental to the purposes of the festival, violate this agreement, or violate any law or ordinance.
12. Vendor must check-in during its assigned time, which will be sent in the acceptance packet. Check-in hours will begin Friday at 8:00 a.m. and end at 12:00 p.m.
13. The Official festival hours are Friday 11:00 am to 11:00 pm, Saturday from 10:00 am to 11:00 pm and Sunday from 10:00 am to 5:00 pm. All booths must remain open Friday from 3:00 pm to 7:00 pm, Saturday from 10:00 am to 7:00 pm and Sunday from 10:00 am to 5:00 pm. Vendor must bring enough products to be able to remain open all weekend. Opening early on Friday and closing later on Friday and Saturday is encouraged.
14. Vendor may display and sell only products within the category for which it was accepted. Any items not listed on the application are unacceptable and must be removed.
15. Vendor must keep its booth and surrounding area clean and free of trash, debris and hazardous conditions. Vendor agrees to leave booth spaces and surrounding areas in the condition in which it found them. Any damage caused by Vendor must be repaired at Vendor's expense.
16. Toad Suck Daze reserves the right to prohibit products, works or displays considered objectionable, inappropriate or disruptive and may do so without refund to vendors. The following items CANNOT be sold or distributed: bottled water, ice, soft drinks, guns (toy, real or otherwise), knives (toy, real or otherwise), alcohol-related products, tobacco products, novelty lighters, fireworks, snap pops, stink bombs, live animals, silly string,

door-to-door or telephone solicitations, and any similar items. The list is for an example only and is not all-inclusive. Toad Suck Daze has absolute discretion to decide at any time before or during the festival whether an item or product can be sold at the festival. If Toad Suck Daze informs Vendor that an item cannot be sold, the item must be removed from the Toad Suck Daze premises immediately. Failure to do so could result in the closure of Vendor's booth.

17. Vendor is responsible for collecting, reporting and paying all sales tax. Forms and information will be provided with the check-in packet. Arkansas law requires vendors to submit a sales tax report and payment of sales tax to Toad Suck Daze during each day of the festival. Vendors that have an existing Arkansas sales tax permit can pay sales tax directly to the state and city in accordance with their usual procedure.
18. Only pre-packaged food can be sold in the retail area. Any vendor desiring to make food on the premises must follow a different application process.
19. If Vendor is approved to sell a pre-packaged food item, the vendor must provide a copy of Proof of Liability Insurance naming Toad Suck Daze, Inc. and the Conway Area Chamber of Commerce as additional insureds on the policy.
20. Vehicles and storage trailers are not allowed for use as booths or to be near booths. Toad Suck Daze does not provide parking or electrical hookups for recreational vehicles.
21. Due to the location of the festival, there is no special parking for Vendor. Vendor must not park in barricaded areas or areas marked "no parking". Vendor MUST receive permission from local businesses to park in front of or within the area of their store.
22. Per the City of Conway's Ordinance 0-00-05, passed May 1, 2000, only pets that are participating in the official Toad Suck Daze Pet Show or acting as service animals are allowed in the festival.
23. No refunds will be given due to inclement weather. The festival will continue except in cases of dangerous weather, and Vendor is required to be present for the entire festival. If a decision is made to suspend the festival based on weather, Vendor will be notified in a timely manner.
24. Toad Suck Daze is not responsible in any way for loss or damage to Vendor's property. Minimal security will be provided after hours, and Vendor is responsible for securing its booth.
25. Active solicitation outside of Vendor's booth is prohibited.
26. The festival officially closes at 5:00 pm on Sunday. Vendors shall not remove merchandise prior to the established closing time. Any vendors leaving prior to closing will not be considered for participation in future festivals. At the end of the festival, vehicles will be allowed into the festival area at the discretion of Toad Suck Daze. No vehicles will be allowed on the premises until at least 6:30 pm on Sunday. This time may be later, depending on the festival crowd. Vendors may carry out items during this time.
27. If any portion of this agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.
28. These terms and conditions and the attached application constitute the entirety of the agreement between the parties. The attached application is hereby incorporated by reference as part of these terms.
29. This agreement shall be subject to and governed by the laws of the State of Arkansas. The proper venue for any dispute shall be Faulkner County, Arkansas.
30. Vendor agrees to indemnify and hold harmless Toad Suck Daze, Inc. and Conway Area Chamber of Commerce and any of their representatives or sponsors against any loss, cost, injury, claim, damage or charge made by any individual or entity against Vendor, Toad Suck Daze, Inc. or Conway Area Chamber of Commerce arising from Vendor's performance under this agreement or its participation in the Toad Suck Daze festival.

ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF BOOTH SPACE FOR THE DURATION OF THE FESTIVAL WITHOUT REFUND, AND THE VENDOR MAY BE EXCLUDED FROM FUTURE TOAD SUCK DAZE FESTIVAL