



Youth & Family Services Kids Fair 2023 Booth Rental Agreement

The Youth & Family Services (YFS) Kids Fair is a signature event of YFS that offers entertainment and hands-on activities for children of all ages. The YFS Kids Fair is intended to provide an opportunity for area businesses and organizations to display and market their child-oriented products and services in a positive environment while increasing community awareness and providing financial support for YFS.

Each booth is required to offer a free, hands-on activity for children. It may be educational, recreational, or cultural, but definitely must be enjoyable!

Kids Fair will be held at The Monument in Rapid City. Date and times for the 2023 Kids Fair are:

March 31, 2023	Noon – 7 p.m.	Friday	Set Up
April 1, 2023	9 a.m. – 5 p.m.	Saturday	Kids Fair
April 2, 2023	11 a.m. – 5 p.m.	Sunday	Kids Fair
April 2, 2023	5 p.m. – 7 p.m.	Sunday	Tear Down

Youth & Family Services (YFS) is a non-profit organization with a 501(c)(3) status: Tax ID #46-6017085. I acknowledge by my execution hereof that YFS and its Board of Directors disclaim any and all liability for any and all statements, actions, omissions, or claims made by exhibitors regarding their marketing efforts and booth activities.

I hereby certify that I have read the Exhibitor's Policies and Procedures, that I understand said policies, and that my employees, members, and/or agents will be informed of the policies and procedures and that they will observe and comply with the policies and procedures.

Business/Organization/Exhibitor: _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Contacts: (Office) _____ **(Cell)** _____

Contact Person: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

To guarantee your booth space at Kids Fair, return this form with your payment and Certificate of Liability Insurance to YFS by March 17, 2023. Please copy this agreement for your records.

Please submit this form via mail, fax, or email to:

Youth & Family Service Kids Fair
1920 N Plaza Blvd.
Rapid City, SD 57702
Fax: 605-342-0693
Email: colson@youthandfamilyservices.org

Booth Rental Options

Kids Fair Booth Size Options	Fees
1 Booth Space (10' x 10')	\$300
2 Booth Spaces (10' x 20')	\$450
3 Booth Spaces (10' x 30')	\$600
Pod Space (20' x 20')	\$1,000

Misc. Booth Fees	Fees
110 volt outlet	\$50
Table(s)	\$20 per table
Chair(s)	\$5 per chair

Booth fee includes: Booth space with drapery dividers (8' high back and 3' high sides).

Booth fee does not include: Table or chairs (rentals are available upon request). Please see pricing above. Table rentals include coverings.

Booth size requested: _____ = \$ _____

I will require 110 volt outlet (\$50.00) = \$ _____

I will require table(s) _____ X \$20 each = \$ _____

I will require chair(s) _____ X \$5 each = \$ _____

Presale Kids Fair tickets ___ X \$5 each = \$ _____

(Please see requirements for Exhibitor Booth Staffing on page 3.)

Total Due = \$ _____

Total number of Exhibitor Wristbands needed for adults working in your booth (free): _____

Wristbands are required for exhibitors to enter the event without paying admission fee.

Check Total Payment Included: \$ _____
 Credit Card Number: _____ Exp. Date: _____ CVV #: _____

Booth Activity Information

Each booth is required to offer a free, hands-on activity for children. It may be educational, recreational, or cultural, but definitely must be enjoyable.

1) Describe the free "hands-on" kids' activity your booth will provide (including age appropriateness, materials used, and time spent with each child). **This must be submitted by March 17, 2023.**

2) List specific products, services, contests, or marketing materials made available in your booth space.

3) List products/services you will sell in your booth space, together with the selling price.

Exhibitor's Policies and Procedures

All **booth renters** will herein be referred to as “**exhibitor**” and will hereby agree to be bound by the policies and procedures of the Youth & Family Services (YFS) Kids Fair. Exhibitor further agrees to adhere to and be bound by all applicable fire, utility and building codes and regulations of the Rushmore Plaza Civic Center. This agreement contains terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. If any exhibitor is ejected for violation of these policies or procedures, no return of rent shall be made.

EXHIBITOR BOOTH STAFFING:

Exhibitors must staff their booths for the entire duration of Kids Fair. Exhibitors may bring in volunteers to assist in staffing their booth, however all volunteers within exhibitor booths must be 13 years of age or older.

All volunteers and/or staff for your booth must wear a Kids Fair Exhibitor Wristband. Wristbands will be mailed to you prior to the event. Exhibitor Wristbands allow you and your staff to bypass the volunteer check-in line. Wristbands are to be given **ONLY** to individuals, ages 13 and older, who are working the exhibitor booth.

Exhibitors will be required to purchase a ticket for children under the age of 13 who accompany them or their volunteer staff.

SOCIAL MEDIA:

Youth & Family Services will create an official Facebook event for Kids Fair. Exhibitors are asked to share the link to the official Kids Fair's event page with their followers noting their participation. *We ask that exhibitor's refrain from creating their own Kids Fair event page* in order to reduce miscommunications about event information.

UNOCCUPIED BOOTH SPACE AND REFUNDS:

If exhibitor fails to occupy rented space the first day of Kids Fair by 8:30 a.m. or fails to comply in any other respect with the terms of this agreement, YFS shall have the right to use such space. No refunds will be made if space or portion of space is not used.

YFS shall not be liable for any damages or expenses incurred by exhibitors in the event rented space cannot be occupied, the fair is delayed, interrupted, or not held as scheduled for any reason beyond the reasonable control of YFS. YFS may retain so much of the amount paid by exhibitors as is deemed necessary to defray expenses already incurred by YFS. The balance, if any, will be equitably refunded to the exhibitor.

SPACE SHARING, DISPLAY, AND SOLICIATION POLICIES:

Exhibitors interested in sharing their booth space with another business or organization **must have written consent** from YFS by **March 17, 2022**. Failure to secure consent from YFS will result in additional fees.

Exhibitors shall not display any articles, goods, services, products, or promotional materials that have not been specified in their agreements. **Exhibitors are not permitted to solicit donations or tips.**

EXCLUSIONS FROM KIDS FAIR:

YFS retains the sole right to determine if exhibitor products, services, or activities are suitable to be included in the YFS Kids Fair. YFS shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable or not in keeping with the character of Kids Fair. YFS reserves the right to restrict the operation of or evict completely any exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material is determined by YFS to be objectionable. Exhibits using sound systems must be arranged so as not to disturb adjacent exhibitors and their patrons nor cause the aisles to be blocked. Distribution of circulars, flyers, advertisements, coupons, drawing entries, etc. must be done within the confines of the exhibitor's rented space.

Booth exhibitors will be able to sell child-oriented products/services with prior approval from YFS. Exhibitors may not charge for the hands-on activity required for each booth.

DEADLINE:

Please provide complete payment, signed contract, and proof of certificate of insurance no later than two weeks prior to the event (March 17, 2023). Exhibitors will not be allowed to set up unless payment and all documentation has been submitted. Failure to make payment constitutes breach of contract and shall result in termination of the agreement.

REQUIREMENTS:

1. All exhibitors must have a free, hands-on activity in their space in which Kids Fair-goers can participate.
2. Exhibitor booths are required to be set up and operational by 9 a.m. on Saturday, April 1, 2023. Exhibitors must ensure their spaces are staffed throughout the entire two-day event. Exhibitors may not begin tear-down of their booth until Kids Fair closes at 5 p.m. on Sunday, April 2, 2023. All booth exhibits must be removed from the civic center by 7 p.m. on April 2, 2023. **Exhibitors will be charged a \$250 penalty if they tear down or leave prior to 5 p.m. on Sunday, April 2, 2023.** All exceptions must be approved in writing by Youth & Family Services.
3. It is the responsibility of exhibitors to abide by South Dakota health requirements and to obtain all city, county, state, or federal licenses, inspections, or permits required by law that are necessary for the operation of their exhibits. Exhibitor sponsors who underwrite rented activities are not responsible for such requirements.
4. **A certificate of liability insurance must be provided to YFS before an exhibit space may be reserved.** This certificate is to include public liability coverage for a minimum of **\$1,000,000** to protect exhibitor and Youth & Family Services from claims which could arise out of or result from the exhibitor's activities. Neither YFS nor The Monument shall be responsible for loss or damage occurring to the exhibit or sustained by the exhibit from any cause.

CANCELLATION AND REFUND:

If an exhibitor notifies YFS in writing of cancellation of agreement after he/she has been assigned a space, and such notification is received before **March 17, 2023**, YFS shall retain half of the booth fee and return the remaining half. After **March 17, 2023** the exhibitor forfeits any refund whatsoever. Monies retained by YFS in the event of cancellation are liquidated damages by exhibitor.

FACILITY RESTRICTIONS:

1. Parking in loading areas is permitted for loading and unloading only. Violators will be towed at their expense.
2. Holes may not be drilled, cored, or punched in the building.
3. No adhesive backed items may be affixed in any way to walls, windows, columns, ceiling, or furniture on The Monument's property. Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, doors, painted surfaces, furniture, or columns. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building floors, walls or to standard booth equipment. No paint or tape residue shall remain on the floor after move-out is completed.
4. Exhibitors are liable for damage caused by them, their employees, agents, or representatives, to the building, standard booth equipment, and other exhibitor's property.
5. Helium balloons are permitted in The Monument **only** if they are securely tethered. Exhibitors will be responsible for all expenses for retrieval of balloons, should it become necessary.
6. Water activities, swimming pools, and other uses of water are not permitted without approval by YFS.
7. No animals are permitted into the building with the exception of those approved by YFS for exhibits and those providing aid to handicapped persons.
8. Combustion engines, propane tanks, and any other flammable items such as decorative materials, are subject The Monument and Fire Marshal restrictions.
9. It is illegal for exhibitors to bring alcoholic beverages into the building for any purpose.
10. Food items to be given away must have prior approval from YFS and The Monument.