



2021 “GREAT HALL MARKETPLACE” VENDOR CONTRACT

This Vendor Contract, made on the _____ day of _____, 2021, by and between the St. Louis County Depot, hereinafter referred to as “The Depot”, and _____, hereinafter referred to as “Vendor” or “you”, sets forth the entire agreement of the parties relative to the 2021 St. Louis County Depot’s Great Hall Marketplace.

Schedule

1. **This event will take place on Saturday, December 18th.** The event location is throughout the Depot. This is a one-day event.
2. **Event hours will be 10:00AM to 5:00PM.** To accommodate an orderly set up, vendors will be allowed to arrive and begin unpacking early. Set-up details will be provided well in advance. All vendors will remain open until 5:00PM. Vending should take place only at their designated booth.

Costs

1. Vendor booth sizes are determined by need and availability. Booth sizes can vary slightly in size and shape due to The Depot’s available space and architectural features. If larger space is needed, rental of additional space may be required. Please choose your preferred booth size when filling out the attached application. We cannot guarantee booth sizes but will do our best to accommodate all requests.
2. Vendor fees for booth space are: \$90, Large booth, \$65 Medium booth, \$50 Small booth
3. Vendor amenities: one 6-foot table, one chair, and one tablecloth will be provided per booth. Additional amenities may be available upon request for a fee.
4. You and your business are responsible for taxes paid on items sold at the Marketplace.
5. Contracts and vendor fees are due on or before Friday, October 15th, 2021 to reserve your space(s.) For all credit card payments, call Hailey at the Depot at 218-733-7566.
6. After review and approval of applications, accepted applicants will be notified between September 15th and October 15th 2021 (or before), depending on the date of application submission.
7. Applicants will receive further details and a vendor packet before December 5th, 2021.

Reimbursement/Cancellation Policy

1. **All paid monies are non-refundable unless specifically stated otherwise in this Contract.**
2. **Cancellations:**
 - a. If the Depot Cancels: This event takes place during the winter season, and therefore snow and other unpredictable factors are always a possibility. If the event is not canceled by the event organizers and you choose not to participate then no refund will be issued. The Depot is not responsible for any weather-related damage or injury.
 - b. If COVID-19 restrictions increase to the point that this event is not safe, the Depot will likely cancel or postpone the event. In this case, refunds will be issued.

- c. If Vendor Cancels: the vendor must give as much advance notice as possible, so the Depot may try to fill your space from a waiting list. A vendor may qualify for reimbursement only if it gives the Depot at least one (1) week advance notice of any cancellation AND the Depot is able to fill the vendor's spot from the waiting list within 24 hours of the event. If you are unable to give at least one week notice, notify Depot staff of your absence as early as possible so that the Depot may attempt to fill your space. Note: No refund checks will be issued until after December 31, 2021.
- d. Parking Reimbursements: Parking fees will not be reimbursed. Note: Parking lots are in close proximity.

Layout/Setup/Loading

- 1. Staff assistance, maps, and/or other guides will be provided during the allocated set up time(s.)
- 2. Vendors will be notified of set-up times in their vendor packet.
- 3. Vendors must be set up to take sales from 10:00AM to 5:00PM – no exceptions will be made unless special permission was given by the Depot staff.
- 4. Vendors must make all effort to come prepared with enough products to remain open until 5:00PM. If a vendor sells out of its product, the booth must remain open, in order to present a full marketplace and not disrupt other vendors.
- 5. Booth availability and special requests are considered due to space needs and by way of approval by the Depot committee.
- 6. Each vendor must provide everything it will need for its own booth, with the exception of amenities listed above.
- 7. There is limited electricity for vendor usage. Please list your electrical needs below. Electricity is not guaranteed.

Presentation

- 1. Please take into consideration that you are part of your display, and your display reflects the marketplace. We aim for a clean, attractive look to the marketplace. Our customers should enjoy a positive visit.
- 2. A sign or banner with your business name is recommended. The signs/banners are to be affixed to your table or display. Sandwich boards are allowed at your booth space. Business cards and other marketing materials are also highly recommended.
- 3. No smoking by any vendors/employees in the event perimeter. This is a Health Department rule, and it will be strictly enforced for all vendors and visitors.
- 4. Plan to remove any trash created at your booth and provide your own receptacle which you haul away upon load-out. The Depot will provide trash/recycling containers for attendees' use. These are not intended to handle vendor-generated trash. The Depot encourages you to bring a broom and dustpan or other supplies to keep your space tidy and the marketplace user-friendly.
- 5. The goal is to present a full and busy marketplace. If you are unable to participate and need to cancel, please contact Depot staff with as much advance notice as possible (see cancellation policy above.)

Miscellaneous

1. You must be 18 years of age or older to enter into this contract.
2. The Depot or any associated businesses or sponsors are not responsible for any accidents that occur or damage claims that arise as a result of your participation in the marketplace.
3. The Depot is not responsible for any goods or services that you sell that in any way cause harm to the purchaser of your goods or services provided at the marketplace.
4. All vendors participating in the marketplace be individually and severally responsible to the Depot for any loss, personal injury, deaths, and/or any other damage that may occur as a result of any vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the Depot harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Depot by reasons of any vendor's negligence or that of its servants, agents and employees. No insurance is provided by the Depot to participants in the marketplace.
5. Entire Agreement – This Vendor Contract constitutes the entire agreement between the Depot and the Vendor and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Depot and Vendor. No representation, inducement, promise, condition, or warranty not set forth herein has been made or relied upon by any party hereto.
6. Choice of Law – All proceedings relating to this Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
7. Force Majeure – Neither the Depot nor Vendor shall be liable for any damages attributable to delays or a failure of performance under this Vendor Contract caused by acts or conditions beyond its reasonable control, including but not limited to, acts of God, delays caused by governmental authorities, strikes, lockouts and other labor unrest, delays in obtaining governmental approvals, and similar conditions.
8. Severability – The Depot and Vendor acknowledge and agree that each and every provision of this Contract is of the essence. If any one or more provisions herein should be declared invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby and shall be carried out to the fullest extent possible.
9. No Agency – Nothing in this Contract is intended to or shall operate to create a principal-agent relationship, a partnership or a joint venture of any kind between the Depot and Vendor, or to authorize either party to act as agent of the other or bind or obligate the other in any manner or make any representation or warranty on behalf of the other.
10. General questions, please contact Stacey DeRoche at 218-428-9847 or deroches@stlouiscountymn.gov.
11. Payment questions or to pay with credit card, please contact Hailey at the St. Louis County Depot at 218-733-7566.

Mail completed application to:

Attn: Stacey DeRoche

St. Louis County Depot Management Office

506 W. Michigan St.

Duluth, MN 55802

or email deroches@stlouiscountymn.gov

Please fill out vendor contract application on the back of this page.

Please fill out this form and return it with your payment by October 15th, 2021.

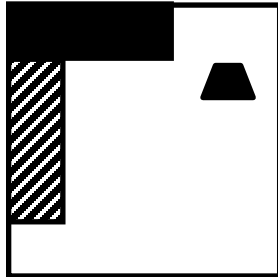
2021 "DEPOT GREAT HALL MARKETPLACE" VENDOR CONTRACT APPLICATION

St. Louis County Depot "Great Hall Marketplace" Vendor Fees: (Please check)

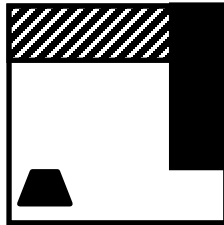
- ☐ Large Booth \$90 ☐ Small Booth \$50 ☐ Additional chair (1) \$5
☐ Medium Booth \$65 ☐ Additional table (1) \$10 ☐ Electrical outlet (1)

Sample booth configurations. Small and medium booths may vary slightly in size and shape:

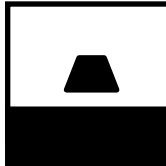
Large 10' x 10'



Medium 8' x 8'



Small 6' x 6'



If you believe it may be helpful, draw a layout of your booth, including tables (with sizes) or other fixtures you will be bringing to the marketplace.

I have read and accept the contract terms stated in the vendor contract. Initial here _____

Please **print** your legal name legibly below:

Are you 18 years of age or older? Yes No

Vendor Signature _____ Date _____

Business Name _____

Address _____

City _____ State, Zip _____

Phone _____ Email _____

Please list & describe the products you intend to sell:

Vendor space requests or other pertinent information:

Mail contract, application, and fee to: Attn: Stacey DeRoche, The Depot, 506 W. Michigan St., Duluth MN 55802 or email contract to deroches@stlouiscountymn.gov. Contact Hailey at 218-733-7566 for credit card payment.