

Youth & Family Services Kids Fair 2025 Booth Rental Agreement

Youth & Family Services' (YFS) Kids Fair is a signature event that offers entertainment and hands-on activities for children of all ages. 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 2025 Kids Fair are:

April 4, 2025	Noon – 7 p.m.	Friday	Set Up
April 5, 2025	8:30 a.m. – 4 p.m.	Saturday	Kids Fair
April 6, 2025	Noon – 4 p.m.	Sunday	Kids Fair
April 6, 2025	4 p.m. – 6 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: (Office)	(Cell)				
Contact Person:	Title:				
Email:	Date:				
Authorized Signature:					

To guarantee your booth space at Kids Fair, return this form with your payment and Certificate of Liability Insurance (see Requirements on page 4) to YFS <u>by March 21, 2025</u>. 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: sjorgensen@youthandfamilyservices.org

Booth Rental Options

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

Misc. Booth Fees	Fees
110 volt outlet	\$50
Table(s) (includes linens)	\$26 per table
Chair(s)	\$5 per chair

\$600 \$1,000	Chair(s)	\$5 per chair
drapery divider	rs (8' high back and 3'	high sides).
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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 Monument. 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. Tickets are available for pre-sale (see page 2) or purchase at the door the day of the event.

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. Exhibitors are asked to 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 8:00 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 <u>must have</u> <u>written consent</u> from YFS by <u>March 21, 2025</u>. 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.

FOOD VENDORS:

Vendors selling or giving away food must be pre-approved by both YFS and The Monument. The Monument may require food vendors to remit payment for a portion of total food sales.

DEADLINE:

Please provide complete payment, signed contract, and proof of certificate of insurance no later than two weeks prior to the event (March 21, 2025). 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 8:30 a.m. on Saturday, April 5, 2025. Exhibitors must ensure their spaces are staffed the entire two-day event. Exhibitors may not begin tear-down of their booth until Kids Fair closes at 4 p.m. on Sunday, April 6, 2025. All booth exhibits must be removed from the civic center by 6 p.m. on April 6, 2025. Exhibitors will be charged a \$250 penalty if they tear down or leave prior to 4 p.m. on Sunday, April 6, 2025. 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 21, 2025, YFS shall retain half of the booth fee and return the remaining half. After March 21, 2025 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 moveout 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. Water activities, swimming pools, and other uses of water are not permitted without YFS' approval.
- 6. No animals are permitted into the building with the exception of those approved by YFS for exhibits and those providing aid to handicapped persons.
- 7. Combustion engines, propane tanks, and any other flammable items such as decorative materials, are subject to The Monument and Fire Marshal restrictions.
- 8. It is illegal for exhibitors to bring alcoholic beverages into the building for any purpose.
- 9. Canopy tents and helium balloons are not permitted at Kids Fair due to YFS' contract with The Monument.