

**VENDOR CONTRACT FOR 2025  
YANKTON RIVERBOAT DAYS  
AUGUST 15<sup>th</sup>, 16<sup>th</sup>, and 17<sup>th</sup>  
[Micheleterm36@gmail.com](mailto:Micheleterm36@gmail.com)**

Please read this contract carefully, there are changes that you need to be aware of, 2025 Yankton Riverboat Days will be exclusive Coke products. This includes water and pop. Chesterman Co in Yankton will not be providing coolers for the Vendors, starting this year. Yankton Riverboat Days will be selling all the Coke and Dasani products in the park. Food Vendors will not be allowed to sell any soft drink or water products. Failure to honor this could affect your admission in the future. Chesterman is a great sponsor of Yankton Riverboat Days.

This vendor contract is entered into between Yankton Riverboat Days Inc. and Vendor listed at the end of the agreement and shall be in force and effect upon execution by Yankton Riverboat Days Inc. Notice of acceptance or rejection will be sent by May 1<sup>st</sup>, 2025. It is solely within the discretion of the Board of Directors of Yankton Riverboat Days, Inc., as to whom or what entity will be allowed a space in the Riverboat Days Celebration.

1. **CONTRACT PURPOSE:** The purpose of this contract is to formalize the agreement between Yankton Riverboat Days Inc. and Vendor. These Provisions are established so visitors can depend on a high standard of Quality and consistency in our Celebration.

2. **FEES:**

20 x 20-foot space	Non-Refundable Application Fee	Total:
\$675.00	\$50.00	\$725.00

The non-refundable application fee, this contract and all applicable paperwork must be returned by April 1<sup>st</sup>, 2025.

3. **PAYMENT OF FEES:** It is required that each selected Vendor pay the total charges set forth under fees by June 1<sup>st</sup>, 2025. THESE ARE NON-REFUNDABLE! NON-PAYMENT BY JULY 1<sup>ST</sup> WILL RESULT IN A LATE FEE OF \$100.00. NON-PAYMENT BY AUGUST 1<sup>ST</sup> WILL RESULT IN A LATE FEE OF \$200.00 AND LOSS OF ADMITTANCE. THE FEE MUST BE PAID WITH A CASHIERS CHECK OR MONEY ORDER, NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED. NO EXCEPTIONS.

4. **PRODUCT LIST:** An EXACT product list is listed in “Exhibit A” which is incorporated by this reference. This will allow Riverboat Days Board of Directors to limit product duplication among the food vendors. No changes or alterations in the product list will be allowed without permission from the Riverboat Days Board of Directors. No Vendor will be allowed to serve anything in a glass container.
  
5. **UNIT DESCRIPTION:** A current photo showing the serving side AND complete dimensions of each vendor unit are also required to be submitted. This will allow better spacing of the units as size varies from unit to unit. There will be no guarantees to have the same space every year. Please include photo with the application.
  
6. **DAYS AND HOURS OF OPERATION:** To ensure consistency in the concession area, the following hours are MANDATORY:

Friday: 5:00 PM to 11:00 PM	optional until Midnight
Saturday: 10:00 AM to 11:00 PM	optional until Midnight
Sunday: 10:00 AM to 6:00 PM	optional before 10 AM.

7. **SETUP/TAKEDOWN:**

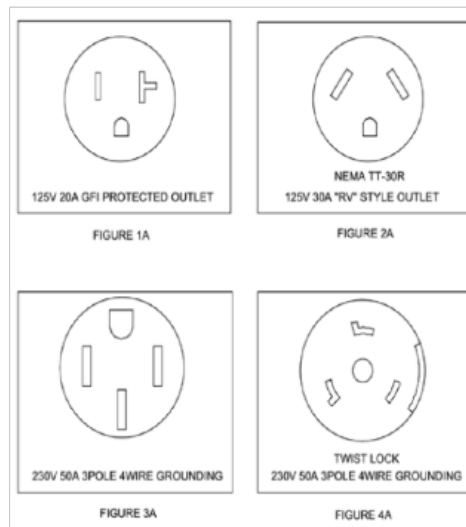
- a. Vendors will be assigned a “tee time” to enter the park on Thursday. If you miss your assigned time, you will go to the end of the line. All Vendors need to be set up by 1:00 on Friday.
  
- b. All vendors must a photocopy of a valid government issued ID, matching the Vendors name on the application. Admittance will be denied if they don’t match. This photocopy needs to accompany the application.
  
- c. The State Health Inspector’s will inspect booths on Friday or Saturday.
  
- d. The State Electrical Inspector will inspect booths on or before Saturday morning.

Vendors MAY NOT take down any part of their concession booth prior to 6:00 PM on Sunday. Any Vendor needing exception to this stipulation will require prior approval. This is done for visitor and customer safety.

Vendors are entirely responsible for their own equipment, space, and providing any and all equipment and accessories required to operate their Concessions in a safe, clean, and professional manner. This includes a handcart to move supplies from the parking lot to your booth. Due to liability, there will not be any unauthorized motorized transportation allowed in the park during hours of operation. This includes BIKES. The Riverboat Days Board of Directors IS NOT obligated to transport your equipment or supplies. You WILL be allowed to drive your supplies in to the park in the mornings until 10:00 AM.

8. CLEAN UP: Vendors are totally responsible for maintaining a clean area, not limited to their 20 x 20 ft space, and properly disposing of your garbage and litter. No service group will be responsible for your garbage. Each Vendor must provide two 30-gallon garbage cans with liners. Failure to do all the above could result in loss of space next year, and any State health citations that may apply.
  
9. ELECTRICITY, WATER AND SPACE:
  - a. Each Vendor will be assigned a 20 x 20 ft space. YOU MAY NOT EXCEED this area. Serving windows included. Any exceptions require special approval from the Yankton Riverboat Days Board of Directors. SPACES ARE NOT ASSIGNED UNTIL THURSDAY AFTERNOON.
  
  - b. In accordance with the South Dakota electrical code, each Vendor may be served by ONE ELECTRICAL CORD OR SOURCE----SEE SD ADMINISTRATIVE RULE 20:44:24. The Vendor is responsible to provide the necessary cord from assigned power panel to booth space. Such cord must have enough "UL rated" electrical capacity to serve the electrical needs of the trailer, booth, tent, stand, or whatever form used by the Vendor to present their products. It must also have a single disconnecting means with overcurrent protection. Four styles of

receptacles shall be provided at power panels: 115v, 20amp with ground fault protection (Fig 1A), 115v, 30amp receptacle (Fig 2A) 220v, 50amp four prong receptacle, (Fig 3A) and 220v 50amp twist lock (Fig 4A). Anyone requiring more electrical capacity or direct connection To the electrical source must make arrangements with the electrician on duty and will be a minimum of \$75.00 charge for such connection. All exceptions in power requirements must be approved by the Yankton Riverboat Days Board of Directors and additional charges apply. Yankton Riverboat Days Board of Directors, Staff Electricians, and State Inspectors reserve the right to inspect all electrical panels, appliances and transmission lines and will require immediate corrective action if equipment or condition is deemed unsafe or potential damage to power panels. The Vendor will be charged for any damage caused to Yankton Riverboat Days power panels and/or transmission lines.



There is no additional charge for electricity up to 50amp service. Yankton Riverboat Days is not responsible for damage due to loss of power.

- c. Fresh water will be available at 6 locations in the concession area. Each hose must have a one-way valve connected, preventing backflow. A gray water disposal tank will also be available and must be used. Old or used grease must be kept separate from gray water. A separate receptacle will be provided to dispose of it. DUMPING IN THE RIVER IS STRICTLY PROHIBITED.
  - d. ANY propane tank needs to be staked and secured to pass code. Yankton Fire Dept will be doing a safety inspection.
  - e. There will not be flags, menu boards or advertising signs allowed outside of your 20 x 20 space. This includes but not limited to the sidewalk, vendor area next to you or a designated area for customers.
10. SALES TAX LICENCE AND HEALTH DEPARTMENT INSPECTIONS:  
Vendor is required to obtain a South Dakota sales tax license and will be subject to Health Department Inspections. Failure to obtain a sales tax license will result in Yankton Riverboat Days, Inc. terminating Vendors participation in Yankton Riverboat Days. Additionally, if Yankton Riverboat Days is informed by the South Dakota Department of Health that Vendor has failed a health inspection, food sales will be suspended until the South Dakota Department of Health inspects and Vendor passes such inspections. In no event shall Vendor be entitled to a return of fees in the event of failure to meet these conditions.

11. Insurance & Indemnification:

Each Vendor shall be responsible for their own insurance(s) (a minimum of \$1,000,000 liability) and any other proper coverage needed in doing business. The Vendor insurance shall name Yankton Riverboat Days, Inc. as an “additional insured” and provide a Certificate of Insurance with evidence of such additional Insured status.

Such insurance shall include general liability (including completed products liability) insurance policy insuring against death, injury or damage occasioned by negligence arising from or incidental to the operation of the Vendors operation. Insurance certificates are required

along with contract agreement, before a space is allocated to any Vendor. Vendor agrees to indemnify and hold harmless Yankton Riverboat Days Inc., from any and all damages to person or property or from any other claims, liabilities, cost or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of Yankton Riverboat Days Inc., or its directors, officers, employees, principals, agents, Successors or assigns arising from or as a result of the performance of this contract.

12. LICENCES:

All Vendors are responsible for any and all licenses required by state or local government, and this governing body. They must be presented with all fees by June 1<sup>st</sup>, 2025. (A copy is required by the Yankton Riverboat Days Board of Directors for our files.)

The Yankton Riverboat Days Board of Directors furnishes the City Vending License for all Vendors.

13. PENALTIES:

Any violations of the stipulations and requirements of this contracts may result in the forfeiture of their deposit and/or the suspension from future Yankton Riverboat Days celebrations, as well as any state or local citations that could apply.

14. GOVERNING LAW: This contract shall be deemed to have been entered into in the State of South Dakota and all duties, obligations, and rights thereunder shall be governed by the laws of the State of South Dakota and the venue of any dispute shall be the South Dakota Circuit Court in Yankton, South Dakota.

EXHIBIT "A"

YOU MUST INITIAL EACH LINE! BY INITIALING EACH LINE. FAILURE TO INITIAL AND PROVIDE INFORMATION WILL RESULT IN REJECTION OF APPLICANT.

---

Check Sheet for Yankton Riverboat Days Contract

1. \_\_\_\_\_ Completed Form's
  2. \_\_\_\_\_ Picture of booth or trailer, cannot just say same as last year.
  3. \_\_\_\_\_ Dimension's of your trailer or tent (including tongue and rear serving window if used) If you give us false measurements and your trailer won't fit in your spot, have a safe trip home.
  4. \_\_\_\_\_ Nonrefundable application fee (\$50.00).
  5. \_\_\_\_\_ Proof of Insurance covering the dates of Riverboat Days and naming RBDs as additional insured.
  6. \_\_\_\_\_ List of products you will be serving:
- 

- 
7. \_\_\_\_\_ I will dispose of all my garbage, gray water, and grease in the appropriate facilities and failure to do so will forfeit my admission the following year. Locations of these facilities will be included in the information packet you are given at check in.
  8. \_\_\_\_\_ Serving side \_\_\_\_\_ driver side \_\_\_\_\_ passenger side \_\_\_\_\_ rear of trailer  
Serving side not reported out of the rear will not be accepted if you exceed the measurements you gave us.
  9. \_\_\_\_\_ Tax forms will be given to you at check in.
  10. \_\_\_\_\_ Photocopy of your ID matching the name on the application needs to be sent along with your contract.
  11. \_\_\_\_\_ Photocopy of your South Dakota State License.
  12. \_\_\_\_\_ I will park only in the designated Vendor parking lot, license number of vehicle in the parking lot \_\_\_\_\_.
  13. \_\_\_\_\_ I understand that I am not allowed to sell any soft drink products or bottled water.

VENDOR CONTRACT

I have read the forgoing terms and conditions of this contract and agree to abide by all such terms and conditions set forth.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Vendor Name Signature

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

(\_\_\_\_) \_\_\_\_\_  
Telephone Number                      email address

Returning this contract with a deposit does NOT guarantee you a space at the 2025 Yankton Riverboat Days Celebration. You will be notified June 1<sup>st</sup> of acceptance or rejection.

Please return completed contract and all paperwork to  
Yankton Riverboat Days  
PO Box 483  
Yankton, SD 57078

\_\_\_\_\_  
FOR RIVERBOAT DAYS COMMITTEE USE  
Received \_\_\_\_\_  
By \_\_\_\_\_



