

VENDOR CONTRACT FOR 2026 YANKTON RIVERBOAT DAYS

The Yankton Riverboat Days celebration will be held August 21st, 22nd and 23rd 2026

*****Please be sure to read your contract carefully!*** All info must be filled out, including the check list. All fees need to be paid on time. We take these things into consideration when choosing vendors.**

2026 RBD will be EXCLUSIVE Coke products. This includes water and pop. Yankton Riverboat Days will be selling these products. Coke is not able to provide coolers and stock product like they have in the past. Chesterman's is a great sponsor of RBD's.

The non-refundable application fee and proof of insurance **MUST** be returned with this contract on or **BEFORE** **MAY 1st 2026**

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 June 1st, 20256** 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 Yank.ton 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. <u>FEES</u>	<u>NON-REFUNDABLE</u>	
<u>FOR ALL THREE DAYS</u>	<u>APPLICATION FEE</u>	<u>TOTAL</u>
\$5675.00	\$25.00	= \$700.00

3. PAYMENT OF FEES

. It is required that each selected Vendor pay the total charges set forth under fee's by: June 1st, 2026, if not paid by July 1st, total will be \$800.00. If not paid by August 1st, total will be \$900.00.

Only cashier's check or money orders, No personal or business checks accepted. Absolutely no exceptions!

4. PRODUCT LIST. An EXACT product list is listed in Exhibit "A" which is incorporated by this reference. This will allow the Riverboat Days Board of Directors to limit product duplication among the food vendors. No changes or alterations in product list will be allowed without permission from the Riverboat Days Board of Directors. **No vendor will be allowed to sell 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. Please include the photo with the application.

6. DAYS AND HOURS OF OPERATION

The following hours are MANDATORY. to ensure consistency in the concession area,

Friday 5:00 PM to 11:00 PM, **optional until midnight**
Saturday 10:00 AM to 11:00 PM optional until 12:00 midnight
Sunday **10:00 AM to 5:00 PM**

Opening prior to 5:00 PM is optional

7. SET UP/TAKE DOWN

aa. Vendors will be assigned a “tee time” to enter the park on Thursday. If you miss your assigned time, you will go the end of the line. All food Vendors must be set up by 1:00 PM Friday, August 21st, 2026

- b. All Vendors must provide valid Government Issue I.D. matching Vendor name or vendor authorized representative’s name. Admittance will be denied if I.D. does not match vendor or authorized representative name.
- c. The State Health Inspector will inspect booths on Friday or Saturday.
- d. The State Electrical Inspector will inspect booths on or before Saturday morning, August 17th, 2025
- e. Vendors **MAY NOT TEAR DOWN BEFORE 5:00 PM ON SUNDAY**

Any Vendor needing to take 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 bring supplies in to park in the morning until 10:00 AM. No vehicles are allowed to park anywhere except the designated food vendor parking lot. You may be assessed a fine if you park anywhere else.

8. CLEAN UP

- . Vendors are totally responsible for maintaining a clean area, not limited to their 20 ft by 20 ft space and properly disposing of garbage and litter. **NO other service group will be responsible for disposing of your garbage.** Each Vendor must provide two 30-gallon garbage cans with liners. Failure to do so could result in **a substantial fine**, 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. SPACE'S WILL NOT BE ASSIGNED UNTIL THURSDAY AFTERNOON, THE WEEK OF RIVERBOAT DAY S.**

In accordance with the South Dakota electrical code, each Vendor may be served by one electrical cord or source—see S.D. 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 50 amp 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 **\$75** charge for such connection. Vendor will need to make this payment to the electrician. Any and all exceptions in power requirements must be approved by the Yankton Riverboat Days Board of Directors and additional charges may apply. Yankton Riverboat Days Board of Directors, Staff Electricians and State Inspectors reserve the right to inspect any and 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 damages caused to Yankton Riverboat Days power panels and/or transmission lines.

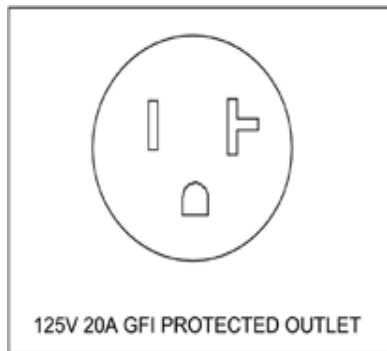


FIGURE 1A

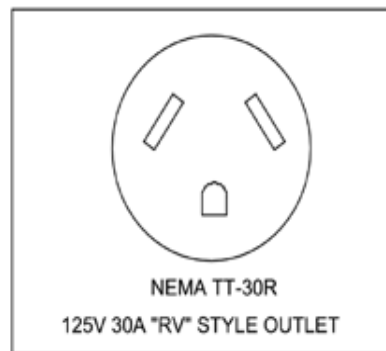


FIGURE 2A

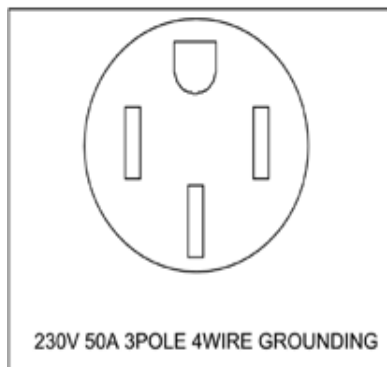


FIGURE 3A

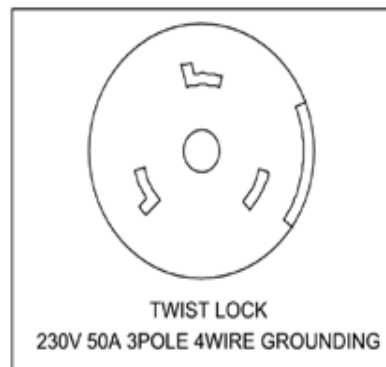


FIGURE 4A

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 six (6) locations in the concession area. Each hose must have a one way valve connected, preventing back flow. 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 OR OTHER UNAPPROVED LOCATION IS STRICTLY PROHIBITED.**
- d. **ANY propane tank needs to be staked and secured to pass code. Yankton Fire Department will do 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 LICENSE 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 Vendor's participation in Riverboat Days. Additionally, if Yankton Riverboat Days, Inc. is informed by the South Dakota Department of Health that Vendor has failed a health inspection, food sales shall 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 AND 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 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 to Vendor's 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 persons or property or from any other claims, liabilities, costs 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 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 contract may result in the forfeiture of their deposit and/or the suspension from future Riverboat Days celebration, as well as any state and local citations that could apply.

14. GOVERNING LAW

This contract shall be deemed to have been entered into 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 thr South Dakota First Circuit Court in Yankton, South Dakota

Returning this contract with a deposit does not guarantee you a space at the 2026 Yankton Riverboat Days.
You will be notified by June 1st 2026, with acceptance or rejection for this celebration.

Electrical Needs

Select Required Connection:	
115v 20Amp (GFCI)	<input checked="" type="checkbox"/>
115v 30Amp	<input checked="" type="checkbox"/>
220v 50Amp (4 Prong)	<input checked="" type="checkbox"/>
220v 50Amp Twist Lock	<input checked="" type="checkbox"/>

Vendor Checklist (Initial Each)

Completed Application	Initials: _____
Photo of Unit Included	Initials: _____
Unit Dimensions Provided	Initials: _____
NonRefundable \$25 Application Fee Included	Initials: _____
Proof of Insurance Included	Initials: _____
Serving Side Indicated	Initials: _____
Agrees to Proper Waste Disposal	Initials: _____
Understands Exclusive Beverage Agreement	Initials: _____

Vendor Acceptance

Printed Name:	
Signature:	
Date:	