



**TOAD SUCK DAZE FESTIVAL
MAY 5-7, 2023
RETAIL APPLICATION**

Early Bird Deadline: March 1, 2023

Deadline to Apply: Open

(Applications will be accepted until all spaces are filled)

Thank you for requesting an application to participate in the 42nd annual Toad Suck Daze Festival. For questions about this application or the festival, please contact Mary Margaret Satterfield at 501-932-5412 or Mary@ConwayArkansas.org. Below are a few key items for renting booth space at the Toad Suck Daze festival. **Please read all terms and conditions before submitting the application.** Terms and conditions are located on the back of the application and are located on the Toad Suck Daze website.

- Booth space is 10 ft. x 10 ft. Cost is \$375 for booths selling ALL handmade products and \$475 for those booths selling commercial or mixed products (mixed products refers to booths selling both handmade and commercial products). A discount of \$25 will be extended to those applying by the March 1 early bird deadline. (Early Bird applications fees are \$350 for handmade products and \$450 for commercial or mixed products.) Electricity is \$50. ALL BOOTHS MUST HAVE PRODUCT FOR SALE.
- An application does not guarantee booth space at the festival. Each application will be reviewed and the Vendor Committee of the Toad Suck Daze festival will make final determination on acceptance. All decisions by the committee are final. If accepted, a packet with information on booth location, check-in time and other festival details will be provided to Vendor. No decisions on acceptance will be made until after March 10. Packets will be sent at that time.
- Payment for booth space must be included with this application in the form of a check or money order payable to Toad Suck Daze, Inc. or by credit card. If vendor is not selected to participate in Toad Suck Daze, money will be returned. If accepted, no refunds will be given.
- Applications must include pictures of all different types of items that will be sold. A minimum of three pictures is required. Items not included in the application or shown in pictures are not allowed to be sold at the event. Photos are intended to show a sampling of the different type and look of items for sale (ex. If selling jewelry, send pictures of type/look of bracelets and necklaces, not every single bracelet and necklace.) Photos should be submitted with application on a CD, DVD, or thumb drive. If necessary, pictures can be submitted via email to Mary@ConwayArkansas.org.
- All Vendors must furnish their own tent, tables, chairs, extension cords, etc.
- Applications that are not signed and dated or that fail to include pictures and payment will be denied automatically. A signed application is a contract to participate, if accepted by Toad Suck Daze.
- All booths must remain open Friday from 3:00 pm to 7:00 pm, Saturday from 10:00 am to 7:00 pm and Sunday from 10:00 am to 5:00 pm. Vendor must bring enough products to remain open all weekend. Opening early on Friday and closing later on Friday and Saturday is encouraged. The official festival hours are Friday from 11:00 am to 10:00 pm, Saturday from 10:00 am to 10:00 pm, and Sunday from 10:00 am to 5:00 pm. No vehicles are allowed in the festival area during official festival hours.

2023 TOAD SUCK DAZE RETAIL APPLICATION
Return Application to: Toad Suck Daze; 900 Oak Street, Conway, AR 72032 or
Mary@ConwayArkansas.org
Early Bird Deadline: March 1 | Final Deadline: Open

Business Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ E-mail _____

Website _____

Description of Items for Sale (All items to be sold must be included in this description; items not included will not be allowed in the vendor's booth space at the event. This description will be used for a vendor listing online.)

Price Range of Items for Sale _____

A signed application constitutes an agreement to be bound by all Terms and Conditions and is a contract to participate, if invited. Violation of the Terms and Conditions (attached to application) prior to or during the festival may result in loss of booth space for the duration of the festival without a refund, and possible exclusion from future festivals. Applicant certifies that photos submitted accurately depict applicant's materials and that they are owned by Applicant. **Applicant will not be considered if this form is incomplete, unsigned, received without correct fees or does not include pictures as required.** If accepted by Toad Suck Daze, this application and the included Terms and Conditions represent the entire agreement between the parties.

Date _____ Applicant's Signature _____

Number of Booths _____ X

Handmade Products - \$375 \$ _____

Commercial/Mixed Products - \$475 \$ _____

Conway Area Chamber of Commerce Member - \$375 \$ _____

Handmade Products – Early Bird Rate - \$350 \$ _____

Commercial/Mixed Products – Early Bird Rate - \$450 \$ _____

Electricity - \$50 = \$ _____

TOTAL AMOUNT ENCLOSED = \$ _____

Payment Type: _____ Check _____ Money Order _____ Credit Card

Name on Card: _____

Card Number: _____

Expiration Date: _____ CVV Number: _____

TERMS AND CONDITIONS

1. One booth consists of a 10 ft. x 10 ft. marked area. Vendor may apply for multiple booth spaces, but the depth of the booth/s will only be ten feet. Vendor cannot assign or sublet booth space.
2. Booth costs \$475 for booths selling products that are commercial or mixed in nature and \$375 for booths selling products that are fully handmade. Vendors that are members of the Conway Area Chamber of Commerce will receive a rate of \$375 per booth. There will be a discount for early bird registration of \$50 per booth, making booth cost \$450 for booths selling products that are commercial or mixed in nature and \$350 for booths selling products that are fully handmade.
3. All retail booths must have a product for sale. Sales for future services or mailed products are not considered viable. For those businesses that would like to participate without a product for sale, contact Mary Margaret Satterfield at Mary@ConwayArkansas.org or 501-932-5412 about sponsorship opportunities.
3. Electricity for a booth may be purchased for \$50 per booth at the time of application. The cost of purchasing electricity at the festival will be \$75 per booth, if it is still available.
4. Payment for booth space and electricity must be remitted with this application in the form of a check, credit card, or money order payable to Toad Suck Daze, Inc. Once accepted, refunds will not be available. If not accepted your payment will be returned.
5. Applications that are not signed and dated or that fail to include pictures and payment will be denied automatically. A signed application is a contract to participate, if accepted by Toad Suck Daze. Acceptance and denial letters are usually mailed in early March.
6. Toad Suck Daze, Inc. and the Conway Area Chamber of Commerce retain the exclusive right to sell Toad Suck Daze merchandise of any kind. Vendors will not be allowed to sell any items that include the words, "Toad Suck Daze", "Toad Suck Days" or any derivatives.
7. Booth space is limited, and every vendor and/or product may not be selected. Applicants must submit a CD, DVD, or thumb drive with clearly visible photos of all types of items to be sold; items not pictured cannot be sold at the festival. At least three pictures are required. If the product is to be considered for a handmade booth price, vendors must submit images of themselves creating the products. All photos will become property of Toad Suck Daze. If necessary pictures can be submitted by email to Mary@ConwayArkansas.org.
8. All displays, tents and structures must be of sound construction and designed in good taste. Toad Suck Daze has sole discretion to decide if any part of Vendor's booth does not meet its standards.
9. Toad Suck Daze reserves the right to terminate this contract at any time before or during the festival if Vendor or its employees or agents commit any act or omission that Toad Suck Daze deems, in its sole discretion, to be detrimental to the purposes of the festival, violate this agreement, or violate any law or ordinance.
10. Vendor must check-in during its assigned time, which will be sent in the acceptance packet. Check-in hours will begin Friday at 8:00 a.m. and end at 12:00 p.m.
11. The Official festival hours are Friday 11:00 am to 10:00 pm, Saturday from 10:00 am to 10:00 pm and Sunday from 10:00 am to 5:00 pm. All booths must remain open Friday from 3:00 pm to 7:00 pm, Saturday from 10:00 am to 7:00 pm and Sunday from 10:00 am to 5:00 pm. Vendor must bring enough products to be able to remain open all weekend. Opening early on Friday and closing later on Friday and Saturday is encouraged.
12. Vendor may display and sell only products within the category for which it was accepted. Any items not listed on the application are unacceptable and must be removed.
13. Vendor must keep its booth and surrounding area clean and free of trash, debris and hazardous conditions. Vendor agrees to leave booth spaces and surrounding areas in the condition in which it found them. Any damage caused by Vendor must be repaired at Vendor's expense.
14. Toad Suck Daze reserves the right to prohibit products, works or displays considered objectionable, inappropriate or disruptive and may do so without refund to vendors. The following items CANNOT be sold or distributed: bottled water, ice, guns (toy, real or otherwise), alcohol-related products, tobacco products, rebel flag paraphernalia, novelty lighters, fireworks, snap

- pops, stink bombs, live animals, door-to-door or telephone solicitations, and any similar items. The list is for an example only and is not all-inclusive. Toad Suck Daze has absolute discretion to decide at any time before or during the festival whether an item or product can be sold at the festival. If Toad Suck Daze informs Vendor that an item cannot be sold, the item must be removed from the Toad Suck Daze premises immediately. Failure to do so could result in the closure of Vendor's booth.
15. Vendor is responsible for collecting, reporting and paying all sales tax. Forms and information will be provided with the check-in packet. Arkansas law requires vendors to submit a sales tax report and payment of sales tax to Toad Suck Daze during each day of the festival. Vendors that have an existing Arkansas sales tax permit can pay sales tax directly to the state and city in accordance with their usual procedure.
16. Only pre-packaged food can be sold in the retail area. Any vendor desiring to make food on the premises must follow a different application process.
17. If Vendor is approved to sell a pre-packaged food item, the vendor must provide a copy of Proof of Liability Insurance naming Toad Suck Daze, Inc. and the Conway Area Chamber of Commerce as additional insureds on the policy.
18. Vehicles and storage trailers are not allowed for use as booths or to be near booths. Toad Suck Daze does not provide parking or electrical hookups for recreational vehicles.
19. Due to the location of the festival, there is no special parking for Vendors. Vendors may not park in barricaded areas or areas marked "no parking". Vendor MUST receive permission from local businesses to park in front of or within the area of their store.
20. Per the City of Conway's Ordinance 0-00-05, passed May 1, 2000, only pets that are participating in the official Toad Suck Daze Pet Show or acting as service animals are allowed in the festival.
21. The festival may be cancelled for severe weather, public health concerns, government restrictions, or other acts of God that are outside the control of Toad Suck Daze. No refunds will be given if cancellation occurs after the festival has begun. Vendor is required to be present for the entire festival, even if delayed by weather. If a decision is made to temporarily suspend or cancel the festival, Vendor will be notified in a timely manner.
22. Toad Suck Daze is not responsible in any way for loss or damage to Vendor's property. Minimal security will be provided after hours, and Vendor is responsible for securing its booth.
23. Active solicitation outside of Vendor's booth is prohibited.
24. No Vendor vehicles are allowed into the festival area during the official open hours of the Toad Suck Daze festival. At acceptance, vendors will be given a time schedule of when vehicles are allowed inside festival barricades to unload/load and restock booths.
25. The festival officially closes at 5:00 pm on Sunday. Vendors shall not remove merchandise prior to the established closing time. Any vendors leaving prior to closing will not be considered for participation in future festivals. At the end of the festival, vehicles will be allowed into the festival area at the discretion of Toad Suck Daze. No vehicles will be allowed on the premises until at least 6:30 pm on Sunday. This time may be later, depending on the festival crowd. Vendors may carry out items during this time.
26. If any portion of this agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.
27. These terms and conditions and the attached application constitute the entirety of the agreement between the parties. The attached application is hereby incorporated by reference as part of these terms.
28. This agreement shall be subject to and governed by the laws of the State of Arkansas. The proper venue for any dispute shall be Faulkner County, Arkansas.
29. Vendor agrees to indemnify and hold harmless Toad Suck Daze, Inc. and Conway Area Chamber of Commerce and any of their representatives or sponsors against any loss, cost, injury, claim, damage or charge made by any individual or entity against Vendor, Toad Suck Daze, Inc. or Conway Area Chamber of Commerce arising from Vendor's performance under this agreement or its participation in the Toad Suck Daze festival.