



AUGUST 3-5, 2023 FROM K&H RODEO COMPANY LLC
VENDOR APPLICATION AND CONTRACT

BUSINESS NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

EMAIL: _____

PHONE #: _____

BOOTH SIZE: _____

I WILL BE EXHIBITING THESE PRODUCTS: _____

I WILL BE HAVING A DRAWING: **YES** **NO** **DATE HELD:** _____

WOULD YOU LIKE TO BECOME A WATERTOWN RODEO SPONSOR? **YES** **NO**

EXHIBIT FEE (TAX INCLUDED): \$50

Please make checks payable to K&H Rodeo Company.
PO Box 201
Florence, SD 57235
kandhrodeo@gmail.com

WATERTOWN RODEO VENDOR HOURS OF OPERATION

Thursday August 3: 5:00 pm to 10:00 pm
Friday August 4: 3:00 pm to 9:30 pm
Saturday August 5: 10:00 am to 9:30 pm

Move in hours:

Tuesday August 1 from 5pm to 8pm
Wednesday August 2 from 5pm to 8pm
Thursday August 3 from 8am to 5pm

Please check in at the RODEO OFFICE prior to setting anything up. Please use the North Entrance "Contestant Entrance" to access the grounds for move in. Further instructions will be given at this time.

If you need move in assistance or fork-lift assistance please notify the Rodeo Office.

Parking: Parking will be explained during check-in. Vendors will be able to access their booths with vehicles up to one hour before scheduled Vendor Hours. One hour prior to opening all non-essential vehicles must be removed from the area.

Electrical: Each vendor will be responsible for their own electrical requirements. Electrical access is limited at the rodeo grounds.

Event Access: Each vendor will be given two (2) free vendor passes which will be needed to access your booth outside of rodeo hours and will permit you into the rodeo events.

Resale Food & Beverage: Each vendor will be required to purchase beverages from K&H Rodeo Company that they plan to use for resale purposes. No outside beverages will be allowed for resale. Resale pricing will be required to match K&H Rodeo Company concession pricing.

Vendors are not permitted to sell alcoholic beverages on the property.

Contact Info: If you have any additional questions that are not covered above please contact Mac at 605-880-4418

Please submit this form to:

K&H Rodeo Company LLC
PO Box 201
Florence, SD 57235
or email to kandhrodeo@gmail.com

K&H Rodeo Company LLC is not responsible for theft or damage of vendor products or equipment. Please make sure you're prepared for inclement weather and are able to secure your items overnight.

LIABILITY WAIVER/RELEASE

This LIABILITY WAIVER AND RELEASE (this "Release") is made, entered into, and provided by the under-signed vendor ("Vendor") to and in favor of K & H Rodeo Company, LLC, the Watertown Rodeo event, and all affiliates thereof ("Business").

WHEREAS, Vendor has entered into a contract (the "Contract") with Business to permit Vendor certain exhibit space at the Watertown Rodeo, to be held August 3-5, 2023, in Watertown, South Dakota (hereinafter, the "Rodeo"). Vendor recognizes that there are certain inherent risks associated with Vendor's presence at and/or Vendor's operation of exhibit space at the Rodeo. This Release is incorporated in and made a part of the Contract.

NOW THEREFORE, it is agreed as follows:

1. Vendor knowingly and voluntarily WAIVES, RELEASES, AND DISCHARGES Business and Business's owners, employees, and other agents, from any and all liability, claims, demands, actions, and causes of action whatsoever, including claims for personal injury, including death or disability, incurred by Vendor, or Vendor's employees and agents, arising out of or in connection with the Contract and Vendor's presence at, on, or around the Rodeo grounds before, during, and after the Rodeo, regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by South Dakota law.
2. Vendor knowingly and voluntarily assumes full responsibility for any and all risks of loss, damage, and personal injury that may be sustained by Vendor or Vendor's employees and agents before, during, or after the Rodeo, whether such loss is caused by the acts or omissions of Business or its owners, employees, or other agents.
3. Vendor shall indemnify, defend, hold harmless, and covenants not to sue Business, its owners, employees, and other agents (each an "Indemnified Party"), and shall reimburse each Indemnified Party for, from, and against, any and all claims, demands, actions, suits, proceedings, judgments, losses, liabilities, damages, fines, assessments, costs, including, without limitation, reasonable attorneys' fees and litigation expenses, including expert witness fees, incurred by an Indemnified Party as a result of Vendor's, or Vendor's employees' or agents', acts or omissions arising out of or in connection with the Contract or Vendor's exhibit space at the Rodeo.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE HAS READ AND UNDERSTANDS THE FOREGOING RELEASE AND EXECUTES THE SAME VOLUNTARILY AND THAT NO ORAL REPRESENTATION, STATEMENT, OR INDUCEMENT HAS BEEN MADE BY BUSINESS OR BUSINESS'S AGENTS.

VENDOR:

SIGNATURE

PRINT NAME

DATE