

**ABATE of Iowa, Inc.**  
**40th Annual Freedom Rally**  
**RETAIL VENDOR CONTRACT**

This contract is made between ABATE of Iowa, Inc., and \_\_\_\_\_  
(Name of business)

For the purpose of renting vendor space at ABATE of Iowa Freedom Park, 2507 160<sup>th</sup> Ave, Algona, Iowa 50511, during the 40<sup>th</sup> Annual Freedom Rally. For purposes of this contract, ABATE of Iowa, Inc. will be referred to as ABATE; the vendor will be referred to as Vendor; ABATE of Iowa Freedom Park will be referred to as Park; the Annual Freedom Rally will be referred to as Rally; and ABATE of Iowa Vendor Coordinator Sheila Evans will be referred to as Vendor Coordinator. ABATE will be represented by the Vendor Coordinator, with final approval by the State Coordinator.

The dates of the 40<sup>th</sup> Annual Freedom Rally are July 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>.

TERMS

1. No vendor will be allowed to sell any food or merchandise without a contract with ABATE.
2. No person will be allowed to exhibit or demonstrate a product, with the intention of making a profit from such exhibit or demonstration, without a contract with ABATE.
3. **The location where the Vendor will be placed within the vendor area is at the discretion of ABATE.**
4. No Vendor will be allowed to set up in the Park prior to Noon, Monday, June 24th, 2024, unless the Vendor has written approval from the Vendor Coordinator.
5. The Vendor must be set up no later than 3:00 p.m., Tuesday, June 2nd, 2024, unless the Vendor has written approval from the Vendor Coordinator
6. The Vendor will remain set up in the Park until 9:00 a.m., Sunday, July 7th, 2024. Violation of this term will result in a fine of \$100.00 to be paid prior to departing the park.
7. Vendor property must be removed from the Park by 9:00 a.m., Friday, July 12th, 2024, unless the Vendor has written approval from the State Coordinator. (Prior to end of Rally)
8. ABATE will make every effort to provide reasonable space sufficient for the Vendor to conduct business. **Request no more space than is needed for your business.** Any space over 40 feet wide by 30 feet deep will be provided at the rate of \$ .25 (twenty-five cents) per square foot. This additional fee must be paid prior to the Vendor leaving the Park at the conclusion of the Rally, or at the time of your contract payment. **We don't have the space for 40' plus travel/5<sup>th</sup> wheels. Measuring from tongue to tail.**
9. **Space for one Vendor housing (tent, camp trailer, or RV, none longer than 40 feet) and one vehicle will be included in the space requested by the Vendor. Any additional housing will be tents only in the general camping areas at no charge. For larger travel trailers/5<sup>th</sup> Wheels must be arranged with RV Coordinator and paid for prior to Rally. The vehicle must be stationary and fit into the space requested. Any additional vehicles necessary to transport employees to the Rally are to be parked in the vendor parking area at no charge. All Campers must be completely self-contained. There will be no dumping of sewage/black water any kind in the Park.**

10. The Vendor requests space as follows: \_\_\_\_\_ feet frontage; \_\_\_\_ 30' \_\_\_\_ depth; \_\_\_\_\_ total square footage. If ABATE is not able to provide space exactly as requested, space requirements will be negotiated between ABATE and the Vendor before this contract is signed by ABATE. Please include in footage calculations enough room to maneuver all vehicles, trailers, etc. into the space.
11. ABATE will provide electricity for the Vendor if requested and requirements are considered reasonable. Requirements: \_\_\_\_\_ (includes requirements of Vendor housing). If ABATE is not able to provide electrical requirements as requested, requirements will be negotiated before this contract is signed by ABATE. **The Vendor must supply any electrical cords or connections needed by the Vendor.**
12. No person under the age of 18 will be allowed to be a Vendor or be employed by a Vendor.
13. Retail vendors are allowed **Six (6)** employees, including the owner or manager, to be admitted to the Rally at no cost. Additional employees must enter at the main gate or the south (parking lot) gate and purchase admission. **The Vendor must be open from 10 am till 2 am, or until customer traffic dies down, but may be open more hours if they wish.** The Vendor shall be restricted to vending only pre-approved merchandise as listed on this contract.
14. Using music as a customer draw will be allowed with the following limitations, 1.) Speakers will be inside your place of business. 2.) Volume will be set to a level that does not interfere with other vendor. Any complaints will result in the uses of music being terminated.
15. Vendors are prohibited from selling any item in a disposable glass container.
16. Sale or distribution of illegal drugs or illegal drug-related items are strictly forbidden and will result in your removal from the Rally. All moneys owed to ABATE will be due prior to leaving the Park.
17. The Vendor will pay ABATE a \$400.00 non-refundable space rental fee, payable at the time the Vendor submits this signed contract for review and approval by ABATE.
18. **In addition to the \$400.00 non-refundable space rental fee, a fee based on the total gross sales MINUS sales tax made by the Vendor while vending in the Park will be paid to ABATE prior to the Vendor leaving the Park. The Vendor will remit an amount equal to 10% of the gross sales MINUS sales tax.**
19. The Vendor is required to maintain detailed records during the Rally as ABATE has the right to examine the Vendor's records in order to insure compliance with the terms of this contract. Any Vendor unable to show detailed records will be assessed a fine of \$150.00 and face possible exclusion from future ABATE events. **Vendor Coordinator will be in Food court to settle payment at 9:00am Sunday July 7<sup>th</sup>, 2024**
20. Any Vendor suspected of falsification of records will not be allowed to vend at future ABATE events.
21. The Vendor will be responsible for following all Local, State and Federal laws relating to the Vendor's business and obtaining proper permits, license, and insurance where applicable. ABATE will not be responsible for any local, state, or federal income or sales tax obligations incurred by the Vendor. It will be the sole responsibility of the Vendor to contact the Iowa Department of Revenue to acquire a Sales Tax Permit ( [www.iowa.gov/tax](http://www.iowa.gov/tax) ). (ABATE provides the State of Iowa a list of all vendors prior to the Rally.) A copy of the Sales Tax Permit must be given to the Vendor Coordinator upon arriving in the park.

22. The Vendor is responsible for keeping his/her vending area clean of all debris before departure from the Rally. Any Vendor failing to clean up their vending area will be assessed a fine of \$250.00, due and payable to ABATE no later than July 31, 2023.
23. The Vendor and employees will adhere to all rules imposed on all attendees to the Rally pertaining to, but not limited to, prohibition of pets, firearms and fireworks.
24. ABATE will not be held responsible for any loss, theft, or damage incurred by the Vendor.
25. ABATE reserves the right to terminate this contract at any time with all moneys due ABATE payable at that time.
26. **Deadline for returning signed contract to ABATE of Iowa, PO Box 70, Eldora, IA 50627 for approval and signature by ABATE:**  
**March 31st., 2024**
27. Vendor will be assessed a \$100.00 late fee if this contract is received later than the deadline date.
28. I will start filling vacant spots at this time.
29. Copies of the Vendor's sales tax permit and proof of liability insurance must be given to ABATE for our records when entering the Park to set up. Employees admitted as part of this contract (term 13) must show photo ID's to Vendor staff when entering. Any vendor not supplying these documents will not be allowed to vend in the park.

List the merchandise, with specialty items first, the Vendor intends to sell, subject to approval by ABATE (refer to item #13). Any item crossed out by ABATE cannot be offered for sale by Vendor (attach sheet if necessary):

**There will be an extra charge for Wi-Fi, 25.00 per device. Do to the increase of phones in the park we had to run special equipment for our vending area so everyone can have use of Wi-Fi.**

ABATE of Iowa Vendor Coordinator: Sheila Evans 515-571-9167

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
ABATE of Iowa State Coordinator

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Vendor or Representative

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Owner: \_\_\_\_\_

Contact Person (if different than owner): \_\_\_\_\_

Contact Person's mailing address: \_\_\_\_\_  
(If different than business address)

\_\_\_\_\_

Phone Number of Owner or Contact Person:  
\_\_\_\_\_

Cell Phone:  
\_\_\_\_\_

E-mail Address of Owner or Contact Person:  
\_\_\_\_\_

Iowa Sales Tax Permit number: \_\_\_\_\_ (if you have one)

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*For Office Use: Date signed contract & deposit received from vendor:  
Check Number:*