

2025 DULUTH OKTOBERFESTIVAL VENDOR BOOTH INFORMATION



2025 EVENT OVERVIEW

DATES			
September 12, 13, 14, 2025			
LOCATION			
Bayfront Festival Park in Duluth, MN			
VENDOR SET-UP/DEPARTURE TIMES			
Friday Set-Up:	9:00 am – 3:00 pm	Sunday Departure:	4:00 pm – 6:00 pm
PUBLIC GATE TIMES			
Friday Open:	4:00 pm	Friday Close:	11:00 pm
Saturday Open:	11:00 am	Saturday Close:	11:00 pm
Sunday Open:	11:00 am	Sunday Close:	4:00 pm

2025 DULUTH OKTOBERFESTIVAL VENDOR SPACE OPTIONS

OPTION 1 & OPTION 3
CRAFT VENDOR / EDUCATIONAL, POLITICAL, INFORMATIONAL VENDOR
<p>This space is for those who will display and/or sell non-food/beverage items. The cost for each 10' x 10' space for the event is \$50 for the weekend. The cost for each additional 10' increment is \$25.</p>
OPTION 2
SPECIALTY FOOD VENDOR
<p>This space is for those who sell a single type of snack-like food (ice cream, popcorn, homemade candy, etc.). The cost for a 10' x 10' or smaller space for a specialty, <u>one item food vendor</u> is \$150 for the weekend. The cost for each additional 10' increment is \$50.</p>
<p>NOTE: You are not allowed to sell beverages. There is an exclusive contract for beverage sales for this event.</p>

**Please note that you must get approval of all items being sold and price points.*

Event Communication:

All Vendor communication for the Duluth Oktoberfestival will be done via email.

All Oktoberfestival related questions, comments or concerns can be directed to the Duluth Oktoberfestival Logistics team, Katrina Patterson. Katrina can be reached at katrina@kernkompany.com

Vendor confirmation letters will be emailed out to the email address provided on the Vendor registration mid to late July.

If you are on Facebook, Instagram or Tiktok, we encourage you to follow our event page at Duluth Oktoberfestival.

Vendor Set-up and Tear Down:

Vendor set-up and tear down for Oktoberfestival will be as follows:

Set-up: Friday, September 12th from 10:00 a.m. to 2:00 p.m.

Tear down: Sunday, September 14th from 4:00 p.m. to 6:00 p.m.

Educational, Political, & Information Vendors:

Educational, political, or information booths must be promoting only the causes that were described in their vendor registration.

Vendors may not be promoting outside of their assigned spaces. This includes in front of their booth space.

Vendors may not be roaming the event in order to promote, collect signatures, survey, or any similar activities.

Vendor Parking:

Vendors can park in the main Bayfront Parking Lot or at the Duluth Entertainment Convention Center at their own expense.

No vendor parking is allowed inside Bayfront unless previously coordinated.

Vendors should enter via the dedicated Vendor Gate located on the right side of the Bayfront Parking Lot next to Pier B Resort. **DO NOT ENTER** the festival grounds from the main entrance.

Vendors may enter Bayfront Park off Railroad Street at the vendor entrance. This is not the ticket booth entrance but the one at the other end of the parking lot. You will then see the vendor gate entering the park. There will be security personnel there to check in vendors. Once vendors drop off your items, we ask that you remove your vehicle from the park and park it in the vendor/volunteer parking lot and walk back to the park. After 3:00 pm on Friday, September 12, no vendor parking is allowed onsite, although support trailers will be considered. The vendor will agree to abide by all guidelines established by the Duluth Oktoberfestival including restrictions on vehicular access to the festival site. THESE ARE NON-NEGOTIABLE.

Vendor Space:

Vendors are responsible for their own booth set up and dismantling. A vendor must provide his/her own equipment for displaying merchandise in an outdoor environment and is encouraged to have suitable material to protect these works. Such equipment includes tables, chairs, tablecloths, and signage; canopies are strongly recommended. Vendors must provide tie downs, weights (such as sandbags) and any other sturdy equipment necessary to stabilize canopies, displays and artwork from inclement weather conditions should they occur.

Each vendor will have access to electrical outlets but will need to provide their own extension cords.

Work criteria & restrictions:

There will be NO vehicle access permitted onto the festival grounds during festival hours. If you need to bring items via a vehicle to your vendor area daily – please do so prior and have your vehicle off the grounds by 10:30 a.m. (Saturday/Sunday)

Vendors can close your booth whenever you see fit as the event runs well into the evening on Friday and Saturday.

Public Gate hours:

The public gate hours for this event are:

Friday, September 12 (4:00 pm – 11:00 pm) Saturday, September 13 (11:00 am – 11:00 pm)
Sunday, September 14 (11:00 am – 4:00 pm)

Badges:

You will receive your vendor badges upon your arrival/check in on Friday, September 12th. You must always wear these badges while at the Duluth Oktoberfestival. You are only authorized a certain number of badges, if you need additional from what you submitted on your registration – please contact Katrina. These badges will give you access to the event during the weekend. You are not able to just go to an event entrance and say that you are a vendor and get in, that is a security issue and thus why the badges were issued to you.

MISC.

There will be ATMs on site – they will be located near the main event tent. So, if any customers are asking- you can direct them to the proper location.

There is 24-hour security on site during the event. This presence does not guarantee against theft or loss but should supplement any precautions which you as a vendor already have in place. The Duluth Oktoberfestival is not responsible for any lost or stolen items.

Reminder that it is the sole responsibility of each exhibitor/vendor to obtain and maintain the applicable and appropriate state and local licenses and permits as well as payment of taxes pertaining to your operation.

Please ensure that you have the appropriate MN State or Health Department forms prior to arriving at the site.

Vendor gate:



2025 DULUTH OKTOBERFESTIVAL VENDOR REGISTRATION FORM



CRAFT VENDOR

- \$50
 \$ _____ (Add'l Space: _____ ft)

SPECIALTY (SNACK) FOOD VENDOR

- \$150
 \$ _____ (Add'l Space: _____ ft)

**POLITICAL/EDUCATIONAL/
INFORMATIONAL VENDOR**

- \$50
 \$ _____ (Add'l Space: _____ ft)

VENDOR/BUSINESS NAME		ADDRESS			
CONTACT NAME – ON SITE POC (For weekend of event)		EMAIL ADDRESS		PHONE NUMBER	
CONTACT NAME – BILLING/ACCOUNTS PAYABLE		EMAIL ADDRESS		PHONE NUMBER	
MN TAX ID (required)	VENDOR FOOTPRINT (width/length)		NUMBER OF STAFF WORKING BOOTH		
ITEMS/PRODUCTS SOLD & PRICE POINTS <i>*Please note that you must get approval of all items being sold and price points.</i>					
HOW DID YOU HEAR ABOUT OUR EVENT?					
Oktoberfest Website	Friend	Event staff referral	Social Media	Word of Mouth	Other:
Are you a returning vendor?					

THE FOLLOWING ITEMS MUST BE INCLUDED TO RESERVE YOUR SPACE	
✓	Vendor Registration Form
✓	List of products or services for sale/display and prices
✓	MN ST19 Form
✓	Vendor Consent Form

REGISTRATION FORMS must be emailed to katrina@kernkompany.com

PAYMENT METHODS: Electronic payment – Upon receipt of the registration form an email will be sent with an invoice to the email address provided. Payment can be made securely with the invoice link.

If you prefer to pay with cash/check – please contact Katrina Patterson at katrina@kernkompany.com

**Payments are non-refundable in the event the vendor cancels or does not show up*



VENDOR CONSENT, RELEASE AND INDEMNIFICATION

1. CONSENT. I acknowledge that I have requested a vendor space for the Duluth Oktoberfest in or at the 2025 DULUTH OKTOBERFESTIVAL, produced by Kern and Kompany. I agree that I will not be paid for my services and will not necessarily be covered by Duluth Oktoberfest's insurance in case of an injury. I further agree that my vendor space may be terminated at any time by the DULUTH OKTOBERFESTIVAL.

2. ASSUMPTION OF RISK. Being a vendor in the Event involves potentially hazardous activities that may include risks such as, but not limited to, falls, contusions, pulled muscles, contact with participants and effects of weather. In consideration of being allowed to Vendor, I hereby expressly assume all risks, including personal injury and death arising out of my Vendor space. I am solely responsible for my own health and safety and represent that I am physically fit and able to be a vendor for the DULUTH OKTOBERFESTIVAL. I further agree that I will not operate any automobile for any purpose related to my Vendor space. I am also aware of the risk of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19), influenza and other infectious diseases (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Event, which may result in serious illness.

3. RELEASE AND INDEMNIFICATION. I agree, for myself, my heirs, executors and administrators, to not sue and to release, indemnify and hold harmless, the Duluth Oktoberfest, its affiliates, officers, directors, Vendors and employees, and all sponsoring businesses and organizations and their agents and employees (collectively "Duluth Oktoberfest Sponsors"), from any and all liability, claims, demands and causes of action whatsoever, arising directly or indirectly out of my vendor space for the Event —whether it results from the negligence of the DULUTH OKTOBERFESTIVAL, other attendees at the Event or from any other cause.

4. PHOTOGRAPH AND RECORDING AUTHORIZATION. I authorize the use, copyright, or publication of my name, image, or voice from being a vendor in the Event as may be captured by photograph or recording in any medium ("recordings") for promotional purposes related to Duluth Oktoberfest's mission and this Event, including illustration, promotion, or advertisement. As a condition of Vendor space, I grant Duluth Oktoberfest a perpetual, irrevocable, worldwide, transferable, royalty- free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, and create a derivative work from the recordings, including display on the Duluth Oktoberfest website, without any attribution or compensation, with the goal to promote and support the Duluth Oktoberfest mission. Examples of promotion and mission related activities include, but are not limited to social media, media relations, consumer relations, donor relations, and storytelling.

This agreement is meant to be as broad and inclusive as permitted by the State in which the Event is conducted.

If any portion of it is invalid, the balance will continue in full force and effect.

BY SIGNING, I ADMIT THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS CONSENT, RELEASE AND INDEMNIFICATION, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE DULUTH OKTOBERFESTIVAL.

I have read, understood, and agreed to the terms of this agreement.

Signature: _____

Printed Name: _____

Date: _____

*NOTE: All Vendors must provide their own insurance if necessary.

** All Vendors must have a completed MN ST 19 on file with the event.

Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

Print or Type	Name of Business Selling or Exhibiting at Event		Minnesota Tax ID Number	
	Seller's Complete Address		City	State ZIP Code
	Name of Person or Group Organizing Event			
	Name and Location of Event			
	Date(s) of Event			

Merchandise Sold	Describe the type of merchandise you plan to sell.

Sales Tax Exemption Information	Complete this section if you are not required to have a Minnesota tax ID number.
	<input type="checkbox"/> I am selling only nontaxable items.
	<input type="checkbox"/> I am not making any sales at the event.
	<input type="checkbox"/> I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf. This is
	<input type="checkbox"/> a nonprofit organization that meets the exemption requirements described below:
	<p>_____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]).</p> <p>_____ Youth or senior citizen group with fundraising receipts up to \$20,000 per year (\$10,000 or less before January 1, 2015)(MS 297A.70, subd. 13[b][1]).</p> <p>_____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.</p>

Sign Here	<i>I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.</i>	
	Signature of Seller	Print Name Here
	Date	Daytime Phone

PENALTY — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.

Information for Sellers and Event Operators

Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax.

All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

Certain individual sellers are not required to register to collect sales tax if they qualify for the isolated and occasional sales exemption. To qualify, all the following conditions must be met:

- The seller participates in only one event per calendar year that lasts no more than three days;
- The seller makes sales of \$500 or less during the calendar year; and
- The seller provides a written statement to that effect, and includes the seller's name, address and telephone number.

This isolated and occasional sales provision applies to individuals only. It does not apply to businesses.

Sales Tax Registration

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at www.revenue.state.mn.us.

Information and Assistance

If you have questions or want fact sheets on specific sales tax topics, call 651-296-6181.

Most sales tax forms and fact sheets are also available on our website at www.revenue.state.mn.us.

For information related to sellers and event operators, see Fact Sheet #148, *Selling Event Exhibitors and Operators*.

We'll provide information in other formats upon request to persons with disabilities.