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#### A. Public and Private Event Exhibitor Food/Beverage Booths

Peak Hospitality powered by The Monument has exclusive food and beverage Distribution rights within The Monument.

**SELLING OF FOOD AND/OR BEVERAGE PRODUCTS BY ANY OTHER ENTITY IS STRICTLY PROHIBITED**

Sponsoring Organizations of expositions and trade shows, and/or their exhibitors, may distribute **SAMPLE** food and/or beverage products **ONLY** upon written authorization and adherence to **ALL** of the conditions named directly below.

##### 1) GENERAL SAMPLING CONDITIONS

a) Items dispensed are limited to products **Manufactured** or **Processed** by exhibiting companies.

b) All items are limited to **SAMPLE SIZE** and must be dispensed/distributed in accordance to State of South Dakota Health Codes:

- i) Non-Alcoholic Beverages limited to maximum of 2 **oz.** Sample Size See Below for Sampling of Alcoholic Beverages
- ii) Food items are limited to “bite size” (1 X 1 inches or 1 ounce). Food handling and storing within your booth or designated area must be in accordance with state health department guidelines. If vendor is cooking (baking, grilling, frying, or microwaving) in booth, they are required to have a valid State of South Dakota Temporary Health Permit and it must be displayed throughout the show. To obtain a permit, contact the State of South Dakota Health Department at (605) 773-3361 or <https://doh.sd.gov/food/>. If vendor desires to sell any edible product, please see below under “if you do not meet all conditions above”.

## 2) ALCOHOLIC BEVERAGE SAMPLING CONDITIONS

Alcoholic beverages not purchased through Peak Hospitality that are **Manufactured or Processed** by the Company may be sampled if the following policies are strictly adhered to:

- a) All products must be addressed and delivered to The Monument on a “zero” invoice from a properly licensed alcohol distributor.
- b) Vendors **MUST** submit proof of having \$1,000,000.00 liability naming The Monument as additional insured, and are responsible for **STATE AND LOCAL** laws pertaining to the distribution of alcohol.
- c) Samples must be less than 2oz. and served in plastic, disposable cups. No cans or bottles will be permitted. Samples must be consumed at booth.
- d) Vendors are responsible for all booth rental fees, electrical, plumbing, drayage and all other services.
- e) Vendors are responsible for the staffing of an alcohol monitor from Peak Hospitality powered by The Monument to ensure proper service and consumptions by guests.
- f) All laws and The Monument policies with regard to the service of alcohol must be strictly adhered to, including checking identification of all individuals and refusing service to minors and intoxicated individuals.
- g) Other food and/or beverage items used as traffic promoter (i.e.: coffee, soft drinks, bottled water, popcorn, etc.), service for exhibition staff or events **MUST** be purchased from Peak Hospitality.

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## 3) SELLING OF ANY FOOD OR BEVERAGE

- a) If you are selling pre-packaged food or beverage items during the show it must not be in direct competition with what Peak Hospitality will provide during the show. Your booth must provide the items listed below to Peak Hospitality:
  - i. Certificate of Insurance – see example and insurance levels required
  - ii. Detailed list of items that you are selling to the public
  - iii. Sample authorization form – if you are handing out samples in addition to selling items
  
- b) If you are selling “made to order/ready to eat food or beverage items” then you will be considered a subcontractor of The Monument. Due to this, your booth is subject to approval from Peak Hospitality as well as the following conditions:
  - i. 30% commission of your daily total sales to The Monument
  - ii. Provide a detailed list of items that you are selling to the public

- iii. Count in/out inventory on a daily basis with a Peak Hospitality representative
- iv. Signed contract with Peak Hospitality
- v. Certificate of Insurance – see example and insurance levels required
- vi. Valid State of South Dakota Health Permit & Servsafe Safe Food Handling Certificate

- All paperwork mentioned above must be turned into Peak Hospitality powered by The Monument no later than 21 days prior to the event. If for some possibility you are missing any paperwork at the start of the show, your booth could be shut down.
- All State of South Dakota Health Permits must be displayed at your booth

#### **4) FOOD OR BEVERAGE RELATED SERVICES**

Includes storage, delivery, kitchen use or any other service required for Food and/or Beverage products from the outside are not the responsibility of and will **NOT** be provided by Peak Hospitality. If these services are required, the following charges will apply. Prices below do not include applicable tax or service charge.

- a) \$25 per day/pallet for refrigerated, freezer, and dry storage
- b) \$350 per day rental for kitchen space. Kitchen rental/space is reserved on a first come, first served basis and must be left in same condition prior to usage. \*Cleaning fee may apply
- f) \$25 per hour shift per bartender/server/cook/alcohol monitor

**Peak Hospitality & The Monument has the sole right to approve or deny requests or to solicit additional information**

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## **B. SAMPLE FOOD AND/OR BEVERAGE DISTRIBUTION AUTHORIZATION REQUEST FORM**

The Company named below acknowledges that it has read and agrees to abide by the Rules & Regulations related to the sampling of food and/or beverages at the facilities. The Company also acknowledges that they have sole responsibility for the use, sales, servicing, or other disposition of such items (including alcoholic beverages) in compliance with all applicable laws. Accordingly, the Company agrees to indemnify and forever hold harmless Peak Hospitality, The Monument, and the City of Rapid City from all liabilities, damages, losses, costs, or expenses resulting directly or indirectly from their use, sale, serving, or other disposition of such items (including alcoholic beverages).

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Event Name: \_\_\_\_\_ Booth #: \_\_\_\_\_

Product(s) and reasons you wish to dispense them: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Portion Size and Method of Dispensing Samples: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Peak Hospitality: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THIS FORM TO PEAK HOSPITALITY powered by RUSHMORE PLAZA  
CIVIC CENTER 14 DAYS PRIOR TO START OF THE EVENT TO ENSURE CONFIRMATION  
AND APPROVAL**

For additional information, please contact:

Peak Hospitality powered by The Monument

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