

CHEROKEE NATIONAL HOLIDAY

Vendor Terms & Conditions

Last Updated: 3-25-26 @12:00 PM

By agreeing to the terms & conditions set within this document, the applicant (hereinafter referred to as the "VENDOR") has entered into an agreement with the Cherokee Nation (P.O. Box 828, Tahlequah, Oklahoma 74465) (hereinafter referred to as the "NATION"), and;

WHEREAS, the NATION has sites available for rent at One Fire Field (17475-17551 Muskogee Ave, Tahlequah, OK 74464), Cherokee Nation Cultural Grounds (16967-16999 W 810 Rd, Tahlequah, OK 74464), and the Chota Conference Center (3307 Seven Clans Ave, Tahlequah, OK 74464) during the Cherokee National Holiday (hereinafter referred to as "One Fire Field", "Cherokee Nation Cultural Grounds", and "Chota Conference Center"), and;

WHEREAS, the VENDOR wishes to enter into an agreement with the NATION to rent a site and agrees to remain on site for the times herein specified, and;

THEREFORE, in consideration of the mutual covenants, promises, agreements, understandings, and conditions contained herein, the parties mutually promise to the other, agree, and understand as follows, to wit:

1. The VENDOR shall remain on site and be completely operational prior to inspection time. The Vendor agrees to sell no items before the NATION has conducted an inspection of the space or site, and shall remain open throughout the duration of the times specified herein.

Osiyo, as good stewards of our Earth, the Cherokee Nation is committed to creating a more environmentally friendly reservation. In 2024, Chief Hoskin and Deputy Chief Warner signed an [Executive Order](#) to limit the use of single-use plastics, and we took the first steps toward implementing this initiative. Now, in its third year, we are continuing to build on this commitment by further reducing plastic waste at the Cherokee National Holiday. This year, the use of plastic and Styrofoam containers remains prohibited as part of your vendor contract. This specifically includes food serving containers, utensils, cups, and beverages sold in plastic bottles. We appreciate the progress made and ask for your continued support in using alternative, eco-friendly packaging such as biodegradable containers, paper products, and reusable materials. By working together, we can strengthen our efforts to reduce the environmental impact of our events and promote a more sustainable approach to food and beverage service. We thank you for your cooperation and for being part of this important initiative. We look forward to another successful and environmentally responsible Cherokee National Holiday.

The Cherokee Nation provides a welcoming and inclusive environment for all Cherokee Nation citizens and guests, and any behavior that causes one of our citizens or guests to fear for their personal safety will not be tolerated. Accordingly no divisive symbols will be sold or displayed on Cherokee Nation properties, including, without limitations, inappropriate imagery, Confederate flags, political affiliation and racially disparaging imagery/public displays.

a. Location: One Fire Field

Schedule	Dates	Times
Set-Up & Inspections	Thursday, September 3	12 pm to 5 pm
Set-Up & Inspections	Friday, September 4	8 am to 12 pm
Day One	Friday, September 4	4 pm to 10 pm
Day Two	Saturday, September 5	9 am to 10 pm
Day Three	Sunday, September 6	9 am to 5 pm
Take-Down	Sunday, September 6	5 pm to 8 pm

b. Location: Cherokee Nation Cultural Grounds (Inter-Tribal Powwow)

Schedule	Dates	Times
Set-Up & Inspections	Friday, September 4	9 am to 5 pm
Night One	Friday, September 4	4 pm to 10 pm
Night Two	Saturday, September 5	12 pm to 10 pm
Take-Down	Sunday, September 6	9 am to 12 pm

c. Location: Chota Conference Center

Schedule	Dates	Times
Set-Up Day 1	Thursday, September 3	12 pm to 5 pm
Day One	Thursday, September 3	5 pm to 8 pm
Day Two	Friday, September 4	12 pm to 8 pm
Day Three	Saturday, September 5	9 am to 5 pm
Day Four	Sunday, September 6	9 am to 3 pm
Take-Down	Sunday, September 6	3 pm to 6 pm

2. Arts & Crafts and Apparel & Textiles Vendor Fees.

- a. The VENDOR shall pay any fees as indicated below, payable by cashier's check or money order (NO PERSONAL CHECKS WILL BE ACCEPTED), for a space or site as specified herein. No space or site will be reserved without payment. ***A Flat \$25 Fee will be the responsibility of the vendor in lieu of tribal sales tax by the Cherokee Nation Tax Commission.***

- b. Each booth space will measure approximately 10 feet wide by 10 feet long. ***Reservations will be considered in the order in which they are received, Cherokee Nation reserves the right to choose vendors by product type to ensure a wide variety of vendor items for our guests, as well as provide Cherokee Nation citizenship preference.***
 1. Hand Made Arts & Crafts
 - a. Cherokee Citizen - \$100.00 per space
 - b. Other Tribe - \$150.00 per space
 - c. Non-Tribal Affiliation - \$200.00 per space
 2. Hand Made Apparel & Textiles
 - a. Cherokee Citizen - \$100.00 per space
 - b. Other Tribe - \$150.00 per space
 - c. Non-Tribal Affiliation - \$200.00 per space
 3. Commercial Arts & Crafts, Apparel & Textiles
 - a. Cherokee Citizens, Other & Non-Citizens - \$400.00 per space

3. Food Concession Fees

- a. The VENDOR shall pay any fees as indicated below, payable by cashier's check or money order (NO PERSONAL CHECKS WILL BE ACCEPTED), for a space or site as specified herein. No space or site will be reserved without payment. ***A Flat \$25 Fee will be the responsibility of the vendor in lieu of tribal sales tax by the Cherokee Nation Tax Commission.***

- b. Each booth space will measure approximately 20 feet wide by 15 feet long. ***Reservations will be considered in the order in which they are received, Cherokee Nation reserves the right to choose vendors by product type to ensure a wide variety of vendor items for our guests, as well as provide Cherokee Nation citizenship preference.***
 1. 110 Voltage, 20 Amps
 - a. Cherokee Citizen - \$500.00
 - b. Other & Non-Tribal Citizen - \$700.00

 2. 220 Voltage, 30 amps
 - a. Cherokee Citizen - \$700.00
 - b. Other & Non-Cherokee Citizen - \$900.00

 3. 220 Voltage, 50 amps
 - a. Cherokee Citizen - \$700.00
 - b. Other & Non-Cherokee Citizen - \$900.00

4. Other Products & Services, Exhibitor

- a. The VENDOR shall pay any fees as indicated below, payable by cashier's check or money order (NO PERSONAL CHECKS WILL BE ACCEPTED), for a space or site as specified herein. No space or site will be reserved without payment. ***A Flat \$25 Fee will be the responsibility of the vendor in lieu of tribal sales tax by the Cherokee Nation Tax Commission.***

- b. Each booth space will measure approximately 10 feet wide by 10 feet long. ***Reservations will be considered in the order in which they are received, Cherokee Nation reserves the right to choose vendors by product type to ensure a wide variety of vendor items for our guests, as well as provide Cherokee Nation citizenship preference.***
 1. Commercial/Non-Profit Org Products & Services Exhibitor
 - a. Cherokee Citizens - \$200.00 per space
 - b. Other & Non-Cherokee Citizens - \$400.00 per space

5. **The VENDOR shall submit the following documents, along with a signed original of this Agreement, on or before Saturday, June 8, 2026, payment of fees are due on or before June 29, 2026:**
 - a. Payment of booth fee, as set forth in Section 5, above (mailed separately);
 - b. Proof of tribal citizenship;
 - c. A copy of a photo identification card (submitted with form submission);
 - d. A list of the products, items, services to be sold or solicited during the term of this Agreement, said items subject to approval by the Cherokee National Holiday Office.
6. The “Hand Made” VENDOR hereby certifies that all items for sale will be accordance with Legislative Act LA 01-08, the Truth in Advertising for Native Art Act, hereby incorporated into this agreement by reference, all items for sale shall be of **NATIVE AMERICAN EMPHASIS and HAND-MADE**. The VENDOR shall not offer for sale any items which are mass-produced or commercially crafted without an accepted “Commercial Arts & Crafts, Apparel & Textiles” or “Commercial/Non-Profit Org Products & Services Exhibitor” application and/or written permission from the Cherokee National Holiday Office.
7. The VENDOR shall use only the site(s) assigned by the NATION and shall not change or trade assigned sites. Sites are assigned by the Coordinator.
8. No animals will be allowed in booth space without written approval from the Cherokee National Holiday Office.
9. The VENDOR hereby agrees to enter into a separate agreement for any other booth site at any location other than that specified in this application.
10. The VENDOR shall not offer for sale any items bearing the following: a) the Cherokee Nation Seal or Logo; b) the Cherokee National Holiday Logo; c) the Cherokee National Holiday theme artwork; or c) any other items representative of the Annual Cherokee National Holiday without prior written approval from the Cherokee National Holiday Office. *Additionally, to promote an atmosphere of inclusion, no divisive symbols will be sold or displayed on Cherokee Nation properties, including, without limitations, inappropriate imagery, Confederate flags, political affiliation and racially disparaging imagery/public displays.*
11. The VENDOR shall not sell, dispense, or consume any form of drugs or alcoholic beverages during any Cherokee National Holiday events.
12. The NATION shall provide and assign a reasonable site or sites for the VENDOR'S as per requested requirements.
13. The VENDOR shall furnish all necessary transportation and all appropriate equipment, tools, and supplies, such as tables, chairs, etc., necessary for operation and agrees to remove all equipment, inventory, and personal property no later than **9:00 p.m. on Monday, September 7, 2026.**
14. The VENDOR shall be responsible for payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities.
15. The VENDOR shall be responsible for the cleanup of his/her assigned site(s), including bagging and tying all trash bags and delivering the bagged trash to designated trash pickup locations.
16. The VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees nor damage or deface any property on Cherokee Nation premises.

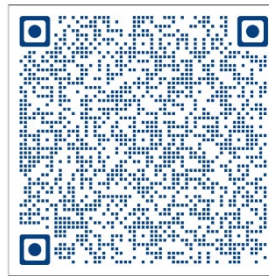
17. The VENDOR agrees that entry into any of the Cherokee National Holiday events constitutes consent for the Cherokee National Holiday Office to use any film, photographs, video or reproduction of image and/or voice bearer for any purpose whatsoever without any payment to the bearer.
18. The NATION and the VENDOR hereby agree the services specified in this Agreement may not be transferred, delegated, or assigned.
19. If you are a sex offender, scan the QR code below and mail completed documents to:

ATTN: SORNA/JUSTICE SERVICES | PO Box 948 | Tahlequah, OK 74465

Or contact the Sex Offender Registration Department at

(918) 207-3879 | cnsorna@cherokee.org

Contact us Monday-Friday about any questions or concerns pertaining to the Cherokee Nation Sex Offender Registration process, or to register as a sex offender. Thank you for your time and understanding in this matter.



20. This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. The NATION may terminate this Agreement without notice and forthwith remove the VENDOR from Cherokee Nation premises for selling MASS-PRODUCED or OTHER UNAUTHORIZED ITEMS, failure to sell from assigned site(s), or breach of any part of this Agreement, including without limitations, failure to timely pay the booth fee set forth herein. No refunds shall be given to the VENDOR should this Agreement be terminated or should the VENDOR be removed from the premises for any reason including rain, except that the VENDOR shall receive a refund of the booth site fee in the event the Cherokee National Holiday is formally canceled by the NATION. The VENDOR may terminate or cancel this agreement three (3) weeks prior to the date of Holiday event sales in order to receive a refund; otherwise this agreement may not be terminated or canceled prior to its normal conclusion, without the prior written consent of the NATION. No refund will be issued due to inclement weather.
21. The parties hereto stipulate and agree that, under this Agreement, the VENDOR is not acting as an agent, employee, representative, partner, nor joint venture of the NATION, but shall at all times and for all purposes have the status of independent contractor. The NATION shall not control the manner or methods by which the VENDOR performs the solicitation of any sales or showcase of any product, except as expressly provided for herein.
22. The VENDOR assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to his/her own person or damage to the VENDOR'S displays, equipment, or other property and agrees to indemnify, defend, and hold harmless the NATION and its employees, volunteers, event coordinators, guests, and participants against all claims or expenses for such losses, arising out of the performance of this Agreement.

23. The VENDOR assumes the entire responsibility and liability for any losses or damages as a result of theft, vandalism, or other crimes during both operating and non-operating hours of the Cherokee National Holiday and agrees to indemnify, defend, and hold harmless the NATION. The VENDOR assumes the entire responsibility and liability of securing their own space or site from set-up day to take-down day.

Application Deadline: , Monday, June 8, 2026
Do not pre-pay fees until notified of an accepted application.
Fee Deadline: , Monday, June 29, 2026

Please complete the vendor application at <https://thecherokeeholiday.com> on or before June 8, 2026.

Cashier checks or money orders should be made out to **Cherokee Nation** and mailed to:

Executive Administration – Cherokee National Holiday
Attention: Crystal Walters
P.O. Box 828
Tahlequah, OK 74465