

# The Annandale Fall Festival

October 22, 2011 ~ 10:00 a.m. - 5:00 p.m.

Presented by the Annandale Chamber of Commerce

Little River Center (in front of Safeway)

APPLICATION FOR VENDOR/EXHIBITOR SPACE

## PLEASE PRINT

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

City/State/ZIP: \_\_\_\_\_

Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ E-mail: (REQUIRED) \_\_\_\_\_

QTY	Exhibit Size		Sub Total
_____	10 X 10	\$95.00	\$ _____
_____	20 X 10	\$165.00	\$ _____
Sorry, but we do NOT have canopies, tables or chairs to borrow or rent.			
<b>TOTAL</b>			<b>\$ _____</b>

All spaces are located outdoors on blacktop. Please provide all necessary tables/chairs/displays and canopy with weights. All spaces are assigned on a first come, first served basis prior to the festival. No electricity is available at this site. If you are physically disabled, please let us know any special accommodations you need. Rain or shine!

Make, Model, and License Plate of your Car: \_\_\_\_\_

Pick up a parking pass at check-in so you won't be towed. Check-in begins at 8:30 am. NO Exceptions.

### Exhibit Description:

Arts & Crafts (items in this section must be homemade): \_\_\_\_\_

Manufactured Giftware: \_\_\_\_\_

Community Exhibitor: \_\_\_\_\_

Payment in full is due with application. Total amount due: \$ \_\_\_\_\_

My check or money order payable to Annandale Chamber of Commerce is enclosed. Check # \_\_\_\_\_

Please charge my credit card: \_\_\_ Visa \_\_\_ MC \_\_\_ AMX Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ 3-digit number on back of card: \_\_\_\_\_ Today's date: \_\_\_\_\_

I am a duly authorized representative of the aforementioned company and agree to follow all Event terms, guidelines, safety, security and health regulations, and all applicable local, state, and Federal laws and regulations. It is strongly recommended that vendor/exhibitors carry their own insurance policy to cover their actions. The ACC is not responsible for loss or damage to vendors or exhibitors or their general or product liability. By applying to exhibit at the Fall Festival, all vendors/exhibitors and their personnel waive any claim against and agree to hold harmless the ACC, Beatty Management Company, Markham St. LP or Little River LP, their directors, administrators, officers, agents, employees, volunteers, other participants, any sponsor, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Fall Festival.

(Signature also required on 2 attached forms.)

Print Name: \_\_\_\_\_

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

Mail this three page application and payment, to: Annandale Chamber of Commerce-Fall Festival, 7263 Maple Place, Suite 207, Annandale, VA 22003, or fax to (703) 256-7233--Questions? Contact the Chamber at [festival@annandalechamber.com](mailto:festival@annandalechamber.com) or call (703-256-7232).

# Annandale Fall Festival

October 22, 2011 ~ 10:00 am-5:00 pm

Little River Shopping Center, (in front of Safeway) Little River Turnpike, Annandale  
**2011 VENDOR/EXHIBITOR GUIDELINES**

**This agreement is legally binding. Please read it carefully.**

VENDOR/EXHIBITOR shall comply with all applicable safety, security and administrative regulations of The Annandale Chamber of Commerce (ACC) as well as provisions of the VENDOR/EXHIBITOR'S Guidelines.

The Annandale Chamber of Commerce reserves the right to remove any VENDOR/EXHIBITOR if they determine that the VENDOR/EXHIBITOR has not conformed to the rules and regulations of this contract or has misrepresented its product/service. In such instances where contract violations result in removal of VENDOR/EXHIBITOR, all fees shall be forfeited by the VENDOR/EXHIBITOR. The ACC reserves the right to exclude certain VENDOR/EXHIBITOR products or services and retains the right to assure reasonable pricing for items of sales.

**CANCELLATION POLICY:** If this Agreement is cancelled by the VENDOR/EXHIBITOR, see refund schedule below.

<i>Cancellation Date (On or Before)</i>	<i>Refund (% of Deposit)</i>
Within 2 weeks of contract signing	50%
After 2 weeks of Contract signing and before September 2, 2011	25%

Deposits cannot be refunded for cancellation requests received after September 2, 2011.

**GENERAL EXHIBITOR TERMS AND CONDITIONS:**

VENDOR/EXHIBITOR will be responsible and liable for delivery, set-up, handling, assembly, and removal of all supplies, materials, trash and fixtures. Exhibit materials/fixtures cannot be packed or removed until the close of the festival at 5:00 pm and may not set up their assigned space prior to 8:30 am on October 22, 2011. VENDOR/EXHIBITORS must park in the assigned vendor parking lot. Amplified sound within exhibit space, open flames of any kind, including smoking, are prohibited in VENDOR/EXHIBITOR areas. Signage cannot extend beyond the boundaries of assigned exhibit space. (Sponsorship programs for display of larger signs are available – please inquire.) For your planning purposes, please note that there is no electricity at this site.

VENDOR/EXHIBITOR agrees to notification and correspondence now and in the future by the email address provided with their application or substitute email address as provided by the VENDOR/EXHIBITOR.

VENDOR/EXHIBITOR is responsible for satisfying any and all applicable local, state and federal tax, health and safety requirements, laws and regulations. The ACC shall not be responsible, or liable, for loss or damage of any kind to VENDOR/EXHIBITOR property or goods.

VENDOR/EXHIBITOR will provide a canopy for their space, if desired. None are available for rent or borrow from the ACC. All canopies, if used, must have proper weights to hold them in place in case of windy weather. Weights must be removed from the grounds at the end of the festival day. This is a rain or shine event. No refunds will be granted due to weather conditions or festival cancellation.

**VENDOR/EXHIBITOR CHECK-IN PROCEDURE MORNING OF THE FESTIVAL:**

Register at the Information Booth & pick-up your parking pass starting at 8:30 am. **Absolutely NO check-in prior to 8:30 am is permitted!** Drop off your displays at assigned space and immediately move your car to the Bowling Alley across the street. NO vendor cars are permitted on the festival grounds past 9:00 am.

**INSURANCE:** It is strongly recommended that VENDOR/EXHIBITORS carry their own insurance policy to cover their participation in this event. The ACC is not responsible for loss or damage to property of VENDOR/EXHIBITORS or responsible for their general or product liability. By applying to exhibit at the Fall Festival, all VENDOR/EXHIBITORS and their personnel waive any claim against and agree to hold harmless the ACC, Beatty Management Company, Markham St. LP or Little River LP, their directors, administrators, officers, agents, employees, volunteers, other participants, any sponsor, partner, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Fall Festival.

**COMPLIANCE WITH APPLICABLE LAWS:** VENDOR/EXHIBITOR understands its activities for the festival must comport with all applicable local, state and federal laws that ACC may receive from higher authorities and are therefore subject to modification by ACC upon notification to VENDOR/EXHIBITOR.

**CONFIDENTIALITY:** The ACC agrees information about payment and in-kind support received from VENDOR/EXHIBITOR pursuant to this contract is confidential. Accordingly, the ACC will treat the financial contents of this contract as confidential in the event of any request by a third party for its release.

**DISCLAIMER:** Neither this Agreement, nor the exchange of benefits described herein, constitutes an official endorsement by either the festival or the ACC for the VENDOR/EXHIBITOR, its sponsors, products or services.

**ENTIRE AGREEMENT:** The Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, communications, or representations, whether oral or written. The Agreement may not be amended, altered modified or changed except in writing signed by both parties hereto.

For the VENDOR/EXHIBITOR \_\_\_\_\_ Date \_\_\_\_\_

ACC \_\_\_\_\_ Date \_\_\_\_\_

# The Annandale Fall Festival

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND VENDOR PARTICIPATION CONSENT AGREEMENT (“AGREEMENT”)**

In consideration of participating as a vendor/exhibitor in the Annandale Fall Festival, I represent that I understand the nature of festival events and that I am qualified to participate in such an Activity. I fully accept and assume all risks associated with participating as a vendor/exhibitor, and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue the Annandale Chamber of Commerce, Beatty Management Company, Inc., Markham Street L.P., or Little River, L.P., their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, partners, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releases” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the “Releases”, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND VENDOR PARTICIPATION CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

---

Printed Name of Vendor/Exhibitor

---

Signature of Vendor/Exhibitor/Title  
(must be 18 years of age or older)

---

Date