

The Annandale Fall Festival

October 23, 2010 ~ 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	\$75.00	\$ _____
_____	20 X 10	\$125.00	\$ _____
_____	Table(s)	\$25.00	\$ _____
_____	Chair(s)	\$ 5.00	\$ _____
Sorry but we do NOT have canopies to borrow or rent.			
TOTAL			\$ _____

All spaces are located outdoors on blacktop. Please provide all necessary tables/chairs/displays and tent (if desired). Or, you may rent in advance as listed above. NO canopies are available for rent or borrow. All spaces are assigned on a first come, first served basis prior to the festival. 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: _____

When you check-in you will be given a parking pass and told where to park your car so it won't be towed.

Exhibit Description:

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

Manufactured Giftware: _____

Nonprofit/Community: _____

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: _____

Signature: _____

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 participation in this event. The Annandale Chamber of Commerce (ACC) is neither responsible for loss or damage to exhibitors or vendors nor for their general 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 application, payment and agreement on next page 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 or call (703-256-7232).

Annandale Fall Festival

October 23, 2010 ~ 10:00 am-5:00 pm

Little River Shopping Center, (in front of Safeway) Little River Turnpike, Annandale
2010 VENDOR/EXHIBITOR Agreement

This agreement is legally binding. Please read it carefully and contact us if you have any questions.

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, the following is the schedule for refund of deposit:

<u>Cancellation Date (On or Before)</u>	<u>Refund (% of Deposit)</u>
Within 2 weeks of contract signing	50%
After 2 weeks of Contract signing and before September 18, 2010	25%
Deposits cannot be refunded for cancellation requests received after September 18, 2010.	

GENERAL EXHIBITOR TERMS AND CONDITIONS:

VENDOR/EXHIBITOR will be responsible and liable for delivery, handling, assembly, and removal of all supplies, materials and fixtures. Exhibit materials/fixtures cannot be packed or removed until the close of the festival at 5:00 pm, October 23, 2010. VENDOR/EXHIBITOR may not set up their assigned space prior to 8:30 am on October 23, 2010 and must park in the assigned VENDOR/EXHIBITOR parking lot.

Amplified sound within exhibit space, open flames of any kind, including smoking, are prohibited in VENDOR/EXHIBITOR areas.

The ACC shall not be responsible, or liable, for loss or damage of any kind to VENDOR/EXHIBITOR property or goods.

VENDOR/EXHIBITOR is responsible for satisfying any and all applicable local, state and federal tax, health and safety requirements, laws and regulations.

Signage cannot extend beyond the boundaries of assigned exhibit space. No signage may be attached to or extended beyond tent supports. (Sponsorship programs for display of larger signs are available – please inquire) This is a rain or shine event. No refunds will be granted due to weather conditions.

INSURANCE: It is strongly recommended that VENDOR/EXHIBITORS carry their own insurance policy to cover their participation in this event. The ACC is neither responsible for loss or damage to exhibitors or vendors nor their general 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, 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, 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