

The Annandale Fall Festival

October 27, 2012 ~ 10:00 a.m. - 5:00 p.m.

Presented by the Annandale Chamber of Commerce

Little River Center (in front of Safeway)

APPLICATION FOR COMMUNITY MARKET VENDOR 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	\$ _____

NO food can be sold or served from a Community Market Vendor space. Instead, a Food Vendor space must be reserved; a Food Vendor application must be filled out; submitted & approved; and, appropriate Health Permits obtained. Sorry, but we do NOT have canopies, tables or chairs to borrow or rent.

TOTAL \$ _____

All spaces are located outdoors on blacktop. No electricity is available at this site. No Vendor provided generators are permitted in the Community Market. If you set-up a canopy in your space, you must also provide adequate weights. 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.

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 handmade): _____

Manufactured Giftware: (please list any brand name affiliation) _____

Community Exhibitor: (Limited space available. Priority given to Sponsors of the Festival) _____

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 community market vendors 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, Little River LP, Fairfax Investors 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.

(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 or call (703-256-7232).

Annandale Fall Festival

October 27, 2012 ~ 10:00 am-5:00 pm

Little River Shopping Center, (in front of Safeway) Little River Turnpike, Annandale

2012 COMMUNITY MARKET VENDOR GUIDELINES

This agreement is legally binding. Please read it carefully.

COMMUNITY MARKET VENDORS shall comply with all applicable safety, security and administrative regulations of The Annandale Chamber of Commerce (ACC) as well as provisions of the COMMUNITY MARKET VENDOR Guidelines. The Annandale Chamber of Commerce reserves the right to remove any COMMUNITY MARKET VENDOR if they determine that the COMMUNITY MARKET VENDOR 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 a COMMUNITY MARKET VENDOR, all fees shall be forfeited by the COMMUNITY MARKET VENDOR. The ACC reserves the right to exclude certain COMMUNITY MARKET VENDOR products or services and retains the right to assure reasonable pricing for items of sales.

CANCELLATION POLICY: If this Agreement is cancelled by the COMMUNITY MARKET VENDOR, 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 7, 2012	25%

Deposits cannot be refunded for cancellation requests received after September 7, 2012.

GENERAL EXHIBITOR TERMS AND CONDITIONS:

COMMUNITY MARKET VENDORS 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 27, 2012. COMMUNITY MARKET VENDORS must park in the assigned vendor parking lot. Amplified sound within exhibit space, open flames of any kind, including smoking, are prohibited in COMMUNITY MARKET VENDOR areas. COMMUNITY MARKET VENDORS are not permitted to sell or distribute food from their spaces. Instead, all food must be sold or distributed from a Food Vendor Space after applying for and being accepted as a food vendor and obtaining all Fairfax County / State Health Dept. permits and providing a copy of such permits to the ACC at least 6 weeks in advance of the festival. 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. COMMUNITY MARKET VENDOR 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 COMMUNITY MARKET VENDOR.

COMMUNITY MARKET VENDOR 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 COMMUNITY MARKET VENDOR property or goods. COMMUNITY MARKET VENDOR 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 unless such extraordinary weather is forecast to create unsafe conditions for the public in general. ACC will have the sole discretion to cancel the festival if forecasted weather conditions are deemed to be unsafe. No refunds will be granted due to weather conditions or festival cancellation.

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

Register at the Vendor Registration Booth near the Bandstand & 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 or in the Safeway-Little River Center parking lot past 9:00 am.

INSURANCE: It is strongly recommended that COMMUNITY MARKET VENDORS carry their own insurance policy to cover their participation in this event. The ACC is not responsible for loss or damage to property of COMMUNITY MARKET VENDORS or responsible for their general or product liability. By applying to exhibit at the Fall Festival, all COMMUNITY MARKET VENDORS 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: COMMUNITY MARKET VENDOR 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 COMMUNITY MARKET VENDOR.

CONFIDENTIALITY: The ACC agrees information about payment and in-kind support received from COMMUNITY MARKET VENDOR 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 COMMUNITY MARKET VENDOR, 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 COMMUNITY MARKET VENDOR _____ 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 COMMUNITY MARKET VENDOR/EXHIBITOR in the Annandale Fall Festival, to be held on Saturday, October 27, 2012, 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 COMMUNITY MARKET 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 COMMUNITY MARKET 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