

Historic Downtown Anniston Business Association

2010 Non-Food Vendor Application and Agreement for *Hot Ribs & Cool Blues* July 16th & 17th, 2010

General: Hot Ribs & Cool Blues is a Super Saturday event that will actually begin on Friday night with a backyard BBQ contest in Zinn Park. The park will be open to the public from 6:00pm-10:00pm with live music and free fun on Friday and will reopen on Saturday at 9:00 am. Besides the professional BBQ competition, live entertainment and family fun, a FREE concert will be provided at 7:00pm Saturday night, featuring a professional blues band, Hill Country Revue. ***This application covers sales from 6:00pm on Friday, July 16 to end of the concert on Saturday, July 17th.***

Selection Process: Businesses located in the 1000 – 1300 blocks will have the first option to obtain a booth and location for booth. Once these vendors are placed, we will select outside vendors based on the types of products offered. **Merchandise photos are required.** Please email merchandise photos to Rachel.Hunter2911@gmail.com or mail them with your application or direct us to your website to view your merchandise.

Requirements: All vendors must have a business license and must provide an Alabama resale license number. It is the responsibility of each vendor to collect and pay sales taxes to the State of Alabama, City of Anniston and Calhoun County at the collective rate of 9%. **If you do NOT have an Anniston business license, you will be provided with an envelope with which you will report your sales for the event and place your sales tax inside. This envelope must be returned to the HDABA before you leave the event.**

Vendor Equipment and FEE: Space is limited and specific requirements must be detailed in the application to ensure an appropriate space to allow 3 feet of sidewalk for pedestrian traffic. Please limit your space to these dimensions. **Vendors must supply all equipment, tables, chairs, tents and signage, and other supplies for their space, and must have a professional presentation.** The look of your booth is very important to the event committee and is a major factor in the selection process. ***Assigned location will be communicated to you prior to the event. No amplified sound is allowed.***

Vendor Conduct: Vendor and Vendor's agents and employees must be appropriately dressed and conduct themselves in such a manner as to be conducive and appealing to the family atmosphere in the Super Saturday event.

Vendor Parking: Parking is limited to various parking lots off Noble, 10th St., 11th St., 12th St. and 13th St. at first-come, first-served basis. There will be no charge for parking. Vehicles used to load and unload may not be left at site of vendor booth.

Electricity: 110 Outlets are located at most street lights, 220 power is not available at this time. Vendors requiring more power will need to provide their own "Whisper Quiet" or other similar generator.

Housekeeping: Each vendor is responsible for their own trash. Please remove all trash from the festival site at the end of the evening.

Weather: Super Saturday will be canceled if it rains. The cancellation call will be made by 2:00PM on the day of the event. Weather warnings or severe weather should be heeded to insure safety for everyone.

Non-Liability and Indemnification: (a) Vendor is responsible for insuring his/her own exhibit, personnel, display, and materials from any damage or loss through theft, fire, accident, or other cause. It is expressly understood and agreed by the Vendor that he/she will make no claim of any kind against the Historic Downtown Anniston Business Association nor any agent or volunteer for any loss or injury incurred during or related to the Super Saturday event. Neither the Historic Downtown Anniston Business Association nor any agent or volunteer of the Historic Downtown Anniston Business Association shall be liable for death, or any injury or damage of any nature or kind to Vendor, or any other person, or for any damage to, or loss (by theft or

otherwise) of, any property of Vendor or of any other person, regardless of the cause of such death, injury, damage or loss. (b) Vendor shall indemnify and save harmless the Historic Downtown Anniston Business Association, its agents and/or volunteers against any and all claims arising from (i) Vendor's conduct, participation, or management of any business conducted during Super Saturday, (ii) any work or thing whatsoever done by Vendor, its employees, agents, or invitees/customers or any condition created (other than by the Historic Downtown Anniston Business Association) in or about the physical site Vendor occupies during Super Saturday, or (iii) any negligent or otherwise wrongful act or omission of Vendor, its employees or agents, and (iv) for all attorney fees, all expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon.

Reservation of Right of Refusal: Vendor understands and agrees the Historic Downtown Anniston Business Association reserves the right within its sole discretion to accept, reject, deny, or revoke the application of any Vendor from participating in the Super Saturday event for good cause or bad cause. Vendor shall comply with any instructions or directions of the representatives or officers of the Historic Downtown Anniston Business Association with respect to the Vendor's participation in the Super Saturday event or be subject to immediate removal from the event and/or be barred from future participation in Super Saturday events.

Entire Contract. This "Non-Food Vendor Application and Agreement" evidences the entire contract between the Historic Downtown Anniston Business Association and Vendor and no representations, understanding or agreement, which may have been had between the parties or its agents or servants, except as set forth herein, shall be binding on the parties hereto.

2010 Non-Food Vendor Application for Hot Ribs & Cool Blues
This section to be completed by Vendor:

Business Name: _____

Contact Person: _____

Address _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Alternate Phone: _____

E-mail: _____

Website Address: _____

Dates Requested- Both Friday & Saturday? Or just one of the dates? _____

List space requirements AND merchandise to be sold or displayed:

_____ I have an Anniston Business License _____ I do NOT have an Anniston Business License

I agree to the terms and conditions as set forth in the "Non-Food Vendor Application and Agreement". **I understand the Historic Downtown Anniston Business Association, has the sole authority within its discretion to choose which Vendors may participate in Super Saturday and to designate which of the items from the list above I will actually be able to sell during the event.** I also understand that until I receive a copy of this application signed by the Historic Downtown Anniston Business Association, that no agreement exists.

Signed: _____ Date: _____

Please return this signed application along with your payment and merchandise photos to the H.D.A.B.A. By mail: 1012 Noble Street Anniston, AL. 36201. By fax: 256-236-7576. By email: Rachel.Hunter2911@gmail.com Questions: Call Rachel Hunter 256-490-1015 or Rod James 256-453-1476

Office Use: Date Received: ____/____/2010 For event date: _____

Approved: ____/____/2010 **Approved by:** _____