

Historic Downtown Anniston Business Association

2009 Food Vendor Application and Agreement for Super Saturday Events Downtown

*****All Food Vendor applications and Fees MUST be received by the Friday one week before event. Failure to do so will result in an added \$25 late charge. We will not accept any late applications received after 5:00 PM on the Wednesday before the event.*****

General: Super Saturday's are held in the 1000, 1100, 1200, and 1300 blocks on Noble Street in Downtown Anniston, on the third Saturday of each month from March through December. Hours are from 5 PM to 8 PM. Set up begins at 3:00 PM and should be completed and ready for service by 5:00 PM. Vendors may stop services at 8:00 PM

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%.

Selection Process: Businesses located in the 1000 – 1300 blocks will have the first option to obtain a food booth and location for booth. Once these vendors are placed, we will select outside vendors based on the types of foods offered.

Menu Choices: Please fill out your top three menu choices on your application. We will do our best to give selected vendors their first choice of menu items, but we cannot guarantee they will receive it. If your primary food item has already been spoken for and approved, you may select another primary item.

Beverage Policy: Sales of alcoholic beverages are prohibited for food vendors

Vendor Equipment and FEE: Sidewalk space is limited and specific requirements must be detailed in application to ensure an appropriate space to allow 3 feet of sidewalk for pedestrian traffic. ***There is a Fee of \$25/month for Food Vendor to set up and serve.*** Space allowed for you is 10' x 10'. Please limit your space to these dimensions. Vendors must supply all equipment, tables, chairs, tents and signage, ice and other supplies for their space, and must have a professional presentation. The look of your booth and your unique menu 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 Street, 10th, 11th, 12th and 13th Streets on a 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. Do not pour grease, oil, soapy water or food debris on the ground or in public trash containers. Each vendor is responsible for handling grease, oil, soapy water and food debris in the proper manner as described by the Health Department, and for removing it from the festival site at the end of the evening.

Weather: Super Saturday will be canceled if it rains. The cancelation 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.

Public Health: Preparing food outside requires strict preparation and storage procedures. All Calhoun County Department of Public Health regulations regarding food preparation and procedures must be followed. If vendors do not meet standards, the vendor will not be allowed to serve at the events. For more information concerning food preparation permit requirements, consult the Calhoun County Health Department at (256) 237-7523. AL state regulations that govern county health departments can be found at:

<http://www.adph.org/foodscores/index.asp?id=1966>

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 ejection from the event and/or be barred from future participation in Super Saturday events.

Entire Contract. This "Food Vendor Application and Agreement" evidences the entire contract or agreement 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.

2009 Food Vendor Application for HDABA

This section to be completed by Vendor.

Business/Organization Name: _____ Contact Person: _____

Date & name of event you are applying for: _____

Describe booth, tables or space requirements: _____

List all food items to be sold:

Address _____

City, _____ State: _____ Zip: _____

Telephone: () _____ Daytime _____

Alternate Phone: _____

E-mail: _____

I agree to the terms and conditions as set forth in the "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 to the H.D.A.B.A. By mail:
1012 Noble Street Anniston, AL. 36201– along with check made payable to H.D.A.B.A.

Questions: Call Rod James 256-453-1476

Office Use: Date Received: ____ / ____ /2009 For event
date: _____

Space #: _____

Approved: ____ / ____ /2009 Approved by: _____