

35th Annual: April 13 & 14, 2024 Commercial Space Application: Juried by the Special Events Committee

*A signed indemnification and hold harmless agreement (attached) or an insurance certificate with combined liability limits of at least \$1,000,000 naming the Perry Area Chamber of Commerce, City of Perry, their agents, officers, directors, and employees as additional insured must be submitted.

Please complete the application, jury sheet, and agreement and return to:

Perry Area Chamber of Commerce, 900 Carroll Street, Perry, GA 31069 For information contact Abbie Wainwright: abbie@perrygachamber.com (478)-987-1234

Along with your application, please include the following:

- Pictures (see jury sheet).
- \$300 (Chamber Members)/ \$600 (Non-Members) for each 11' x 11' booth space. *Any booth larger than 11' x 11' must purchase additional booth spaces
- Please make all checks payable to: PERRY AREA CHAMBER OF COMMERCE.
- We will not accept application without payment (cash or check ONLY).
- All tents must be weighted.
- Acceptance in the show is determined upon uniqueness of product and attractiveness of set-up.
- No vendors will be accepted after Thursday, February 1st or if vendors spaces are all sold.
- Please list any special requests on the jury sheet. Festival organizers cannot guarantee requests will be granted.
- If you are not accepted into the show, you will be advised and checks will be shredded immediately.

PLEASE PRINT CLEARLY - FILL ALL INFORMATION COMPLETELY

I. NAME	COMPANY NAME		
2. MAILING ADDRESS	CITY	STATE	ZIP
3. Primary Cell Phone # ()	Secondary Cell Phone # ()	
4. E-MAIL (please print clearly)			
6. DO YOU HAVE A TRAILER THAT WILL BE PARKED	IN THE LINE UP? YES, GIVE	E SIZE & HE	IGHT
7. SPACE SIZE IS 11' X 11': No Exceptions Number of	Spaces Needed		
3. DO YOU NEED ELECTRICITY? YES, (ADD \$100) 120V	V or 240V # of Amps	Used	NONE
Please list ALL appliances:			
Bring your own long extension cords and three prong adapter	<u>s.)</u>		
O. TOTAL AMOUNT ENCLOSED \$			

Check must be included with application. Returned checks will result with an automatic festival disqualification and a \$25 return check fee.

Commercial Jury Sheet electricity none# of spaces		1	Official		
COMPANY NAME	□ I 1	applications/waive ayment		ata Recor	ded
MAIN CONTACTCELL				ackage Se	
Circle Product Categories: Food Trucks Pre-packaged Food Commercial				Special	ty
Circle Previous Years Involved in the Dogwood Festival: 2023 2022 2021	2019	2018	2017	2016	2015
Special Requests					
				7	
Picture of Booth Set Up					
List all product types you will be selling with prices (if applicab the community	ole) or	how y	ou plai	n to eng	gage

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, Vendor desires to use space at certain property located in Perry, Georgia (the "Property") during the Perry Area Chamber of Commerce Dogwood Festival on April 12 through April 14, 2024;

WHEREAS, the City of Perry, Georgia ("the City") and the Perry Area Chamber of Commerce ("the Chamber") desire to allow the Vendor to use a portion of said space;

NOW THEREFORE, in consideration of the issuance of the PERRY AREA CHAMBER OFCOMMERCE VENDOR APPROVAL, and the use of said space by the Vendor, and other good and valuable consideration, the Vendor does hereby rep-resent, warrant and agree as follows:

The Vendor shall indemnify and hold harmless the City, its Mayor, City Council, Officials, employees, and agents, and the Chamber, its officers, employees and agents, from and against all claims, damages, losses, liabilities, and expenses including attorney's fees, for or on account of damage to property and/or death or bodily or other personal injury to any person or persons, arising out of or resulting from (i) Vendor's use of the City's Property and/or (ii) the acts or omissions of anyone directly or indirectly employed by Vendor or anyone for whose acts any of them may be liable.

Furthermore, the Vendor shall also indemnify and hold harmless the City, its Mayor, City Council, Officials, employees, and agents, and the Chamber, its officers, employees and agents, from and against all claims, damages, losses, liabilities, and expenses including attorney's fees arising out of or resulting from Vendor's use of the City's Property, provided that any such claim, damage, loss, liability and/or expense:

- (1) is attributable to bodily injury, sickness disease or death, or to injury or destruction of real or tangible property, including the loss of use resulting therefrom, and
- (2) is caused (i) in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed by them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not any such negligence is contributory in nature or (ii) by the contributory negligence of any party indemnified hereunder.

The indemnification and hold harmless terms agreed to by Vendor herein forth above shall not apply to those liabilities, claims, damages, injuries, losses or expenses arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the City, its Mayor, City Council, Officials, employees, and agents, and the Chamber, its officers, employees and agents.

It is further agreed that if any provision of this Indemnification and Hold Harmless Agreement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction in Houston County, Georgia, there remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

I UNDERSTAND THAT THE CITY OF PERRY AND PERRY AREA CHAMBER OF COMMERCE AND ITS AGENTS ACCEPT NO LIA-BILITY FOR WEATHER CONDITIONS DURING THE PERRY DOGWOOD FESTIVAL IN DOWNTOWN PERRY, GA EVENT APRIL 12 thru APRIL 14, 2024. I ALSO UNDERSTAND THAT ONCE ACCEPTED INTO THE FESTIVAL <u>ALL FEES ARE NON-REFUNDABLE</u>.

Vendor Business or Owners Name	Signature	
 Date	 Printed Name	