

## 35th Annual: April 13 and 14, 2024 Pre-Packaged Food Vendor Application: Juried by the Special Events Committee

\*A signed indemnification and hold harmless agreement (attached) and 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 of your food products and your booth set-up (see jury sheet).
- \$250 for each 11' x 11' booth space. (cash or check ONLY)

  \*Any booth larger than 11' x 11' must purchase additional booth spaces
- Please make all checks payable to: PERRY AREA CHAMBER OF COMMERCE.
- We must receive your application, photos, and payment. All tents must be weighted.
- No vendors will be accepted after 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. For information call Abbie Wainwright at the Perry Chamber (478) 987-1234.

## PLEASE PRINT CLEARLY - FILL ALL INFORMATION COMPLETELY

1. NAME	COMPANY NAME		
2. MAILING ADDRESS	CITY	_STATE	_ZIP
3. Primary Cell Phone # ()	Secondary Cell Phone # ()		
4. E-MAIL (please print clearly)			
6. Will you have a trailer in festival foot print? If YES, what size			
7. SPACE SIZE IS 11' X 11': No Exceptions Number	of Spaces Needed		
8. DO YOU NEED ELECTRICITY? YES, (ADD \$100) for 120	OV or 240V NONE		
Please list ALL appliances or # of Amps Used:			
(Bring your own long extension cords and three prong adapters.)			
9. Booth Fee \$ + Electricity \$ = TOTAL AMOU	NT ENCLOSED \$		

Returned checks will result with an automatic festival disqualification and a \$25 return check fee.

Food Truck Jury Sheet electricity none		# of spaces			Official Use			
COMPANY NAME		☐ Application ☐ Payment Properties ☐ Ins & waiver ☐ Data Record		ent Proce Recorded				
MAIN CONTACTCE	LL	□ Payment □ Package Sent						
Circle Previous Years Involved in the Dogwood Festival	: 2023	2022	2021	2019	2018	2017	2016	201
Special Requests								
Picture of Booth Set Up		Picture of Booth Set Up						
Picture of Product		Picture of Product						
List all product types you will be selling and	l price ra	anges:_						

## 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	