



## HAPPY BIRTHDAY AMERICA 2023 FOOD CONCESSION APPLICATION

**Date:** Monday, July 3 & Tuesday, July 4, 2023

**Location:** Gypsy Hill Park

### Instructions for completing your concession entry form:

1. Complete ALL SECTIONS of the Concession Application Form.
2. Copy and include Insurance Certificate and Health Department License
3. Make checks payable to *Happy Birthday America*.
4. Mail completed form and payment to

Happy Birthday America  
Attn: Concession Director  
P.O. Box 1166  
Staunton, Va. 24402

**\*\*DO NOT MAIL AS CERTIFIED OR REQUIRING SIGNATURE\*\***

**\*\*COMPLETED APPLICATION & PAYMENT MUST BE POSTMARKED BY  
FRIDAY APRIL 28, 2023. \*\***

You will be contacted by May 26, 2023 with acceptance of your application and the next steps to proceed towards our event.

Questions may be directed to: [info@happybirthdayamerica.org](mailto:info@happybirthdayamerica.org)

 -----

### SECTION 1: CONTACT INFO

Organization/Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email (required): \_\_\_\_\_

### SECTION 2: PAYMENT INFO

Please check the box by the appropriate category. Payment **must** be included with application.

☐ Commercial Entry - \$400

Any business or group that **does not** have nonprofit status with the IRS

☐ Nonprofit Entry - \$200

Please give Tax ID number: \_\_\_\_\_

- ☐ Please check this box if you would like to be considered for a concession vendor inside the park for a reduced fee – this would be the main road that goes around Gypsy Hill Park but not in the fairgrounds, great place for business during the parade. The location will be decided by the Happy Birthday America committee and the City of Staunton based on safety and electrical needs. \$200 entry fee.

***Due to space limitations, there is a possibility that not all applications may be accepted.***

***Payment from applications that are not accepted will be returned in full.***

## **SECTION 2: DESCRIPTION OF CONCESSIONS**

Please list all food/beverage products you plan to sell and the corresponding prices:

---

---

---

Please describe your concession display, do you have a booth, food truck or trailer? Describe your setup and lengths from tongue to bumper. If your setup is longer than the allotted 20 foot space, additional fees apply. If your setup exceeds the 20 foot allowable space please add an additional \$200 for commercial and \$100 for nonprofit on top of the initial fee. Also if you have a food truck what direction your vehicle will need to face for your serving window.

---

---

Please list any equipment you will use which requires electricity or water, the voltage needed, and the total number of electric receptacles you will require. Please be specific to avoid any surprises the day of the event. Please bring extra heavy duty power cords based on your needs. (PLEASE BE SPECIFIC – 50 amp may or may not be available)

---

---

***Please Note:*** Happy Birthday America is ***not*** responsible for any power requirements not specifically listed above and nothing is a guarantee as we work with the City of Staunton to accommodate requests based on power availability. Concession vendors must supply their own power strips and surge protectors.

- ☐ Check this box if you will have a need to bring supplies in early on the morning of July 4<sup>th</sup> so we can make arrangements to get you into the event area due to many of the roads being closed for the parade lineup.

### SECTION 3: RULES & REGULATIONS

- Happy Birthday America agrees to allow the vendor to occupy one space (20ft frontage) during Staunton's Happy Birthday America Celebration on Monday, July 3rd & Tuesday, July 4, 2023. Additional space will require an additional fee, see above for pricing or contact the HBA Committee for additional information.
- Concession vendors may not sell any non-food items and may only sell those items specifically listed above.
- Parking passes (2 per vendor) must be displayed in clear view at all times.
- Vehicles are not allowed in the event area *after* 12:00pm on July 3rd due to safety barricades.
- Tent pegs are not permitted. All tents must be secured using weights. **Under no circumstances are you allowed to drive anything into the pavement nor the grass around your vendor spot.**
- Concession vendors are responsible for cleaning up their space during the event and once the event has concluded. Any damages or mess left behind will be subject to a clean-up bill after the event.
- All participants consent to the usage of their name, image and likeness by Happy Birthday America.
- Concession vendors are responsible for acquiring and displaying all permits and licenses required to operate.
- Concession vendors will comply with all Federal, State, and City ordinances including health and fire regulations and codes.
- No business is to be conducted on Wednesday July 5, 2023. Clean up and your space should be cleared by 10:30am on July 5, 2023.

### SECTION 4: AGREEMENT

THIS INDEMNITY AGREEMENT made and entered this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (Concession Vendor) and Happy Birthday America.

WITNESSETH:

In consideration of the sum of Two Hundred Dollars (\$200.00) nonprofit entry or Four Hundred Dollars (\$400.00) commercial entry cash in hand paid in good and valuable consideration not herein specifically set forth, the receipt of all of which is hereby acknowledged; \_\_\_\_\_ (Concession Vendor), hereby agrees to indemnify and hold harmless Happy Birthday America its agents, contractors, employees and volunteers for injury or damages to persons or property, for any and all other liability, loss, damages, cost or expenses, including attorney fees, incurred to defend against claims or to enforce the terms of this agreement incurred by Happy Birthday America or any third party in connection with the participation of the Concession Vendor, its agents, contractors, employees and volunteers in the Happy Birthday America Celebration commencing on July 3, 2023 and terminating on July 5, 2023.

It is also expressly understood by the parties to this Contract, that the City of Staunton, Virginia, a municipal corporation, is not a party to this Contract and is not liable for the performance or breach of any provision hereof; and the participants also agree to indemnify and hold the City of Staunton harmless for injury or damages to persons or property by reason of their participation in the parade

By signing and dating this agreement, I/We acknowledge that I/we have read, fully understand and agree to all of the terms stated and that I/we are authorized to do so. I/We agree said vendor has a general liability policy of \$1,000,000 in effect on July 3, 2023 and July 4, 2023. We also require a copy of the Certificate of Insurance to reflect Happy Birthday America and the City of Staunton to show as additional insured. The addresses are listed to be reflected on the certificate:

<b>Happy Birthday America</b>	<b>City of Staunton</b>
<b>P.O. Box 1166</b>	<b>116 West Beverley Street</b>
<b>Staunton, VA. 24402</b>	<b>Staunton, VA. 24401</b>

By signing below, the undersigned agrees that Happy Birthday America ("HBA") will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy ("Force Majeure Event"). The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of HBA's obligations under this agreement. If HBA cancels the event due to a Force Majeure Event, the undersigned acknowledges and agrees that there will be no refund for the fees paid to participate in such event, and the undersigned shall forfeit any such fees and hold HBA harmless for the same.

---

Signature

---

Print Name

---

Title

---

Date

\*PLEASE DO NOT MAIL THIS AS CERTIFIED MAIL OR REQUIRING A SIGNATURE\*