



**HAPPY BIRTHDAY AMERICA  
2022 VENDOR APPLICATION**

**Date:** Sunday, July 3 & Monday, July 4, 2022

**Location:** Gypsy Hill Park

**Instructions for completing your vendor entry form:**

1. Complete ALL SECTIONS of the Vendor Application Form.
2. Make checks payable to *Happy Birthday America*.
3. Mail completed form and payment to

Happy Birthday America  
Attn: Vendor 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 30, 2022. \*\***

You will be contacted by May 20, 2022 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)

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**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 number of spaces you require. Payment **must** be included with application.

One Space (10 x 10) - \$100

Two Spaces (20 x 10) - \$200

Three Spaces (30 x 10) - \$300

***Due to space limitations, it is likely that not all applications will be accepted.  
Payment from applications that are not accepted will be returned in full.***

## **SECTION 2: DESCRIPTION OF ENTRY**

Please provide a description of the items you plan to sell including a range of prices.

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Please list any equipment you will use which requires electricity, the voltage needed, and the total number of electric receptacles you will require.

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***Please Note:*** Happy Birthday America is ***not*** responsible for any power requirements not specifically listed above. Vendors must supply their own power strips and surge protectors.

## **SECTION 3: RULES & REGULATIONS**

- Happy Birthday America agrees to allow the vendor to occupy space (limited to above specifications/payment) during the Happy Birthday America Celebration on Friday, July 3 & Saturday, July 4, 2020.
- Vendors may not sell or give away any food items.
- Vendors may sell or give away ***only*** the items 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 3 and *after* 6:00am on July 4.
- Vehicles may enter the event area after crowds have dispersed at the end of each day.
- Tent pegs are not permitted. All tents must be secured using weights.
- Vendors are responsible for cleaning up their space during the event and once the event has concluded.
- All participants consent to the usage of their name, image and likeness by Happy Birthday America.
- Vendors will comply with all Federal, State, and City ordinances including fire regulations and codes.

## SECTION 4: AGREEMENT

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

WITNESSETH:

In consideration of the sum of One Hundred Dollars (\$100.00) per space cash in hand paid in good and valuable consideration not herein specifically set forth, the receipt of all of which is hereby acknowledged; \_\_\_\_\_ (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 Vendor, its agents, contractors, employees and volunteers in the Happy Birthday America Celebration commencing on July 3, 2022 and terminating on July 4, 2022.

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 event.

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, change 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.

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.

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Signature

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Print Name

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Title

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Date