



## Pirate Fest-Bama 2009

For more information visit us at [www.HappyHarbors.com](http://www.HappyHarbors.com)

**September 25-27, 2009**

**(251) 981-1910**

### 2009 VENDOR Application

Happy Harbor Marina and Cantina is proud to present Pirate Fest-Bama 2009 on September 25<sup>th</sup>-27<sup>th</sup>, 2009. **Be sure to include the following in your application.**

1. Fully completed application form.
2. Signed Happy Harbor Code of Conduct
3. Check, money order payable to Happy Harbor.

**Please mail completed applications to: Happy Harbor 27212 Marina Rd. Orange Beach, AL 36561.**

**Booth Size** 10'x10' with an 8' table for display. If your booth will extend beyond this space you will be required to purchase a second booth. Fees are \$50 per booth.

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

Vendor Permit Number (Orange Beach/Alabama): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

List Products/Services: (Use a separate sheet if necessary)

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## Hold Harmless Agreement:

In consideration of the Vendor space located at Happy Harbor/Sun Harbor Watersports LLC, I do hereby fully release, discharge, and hold harmless, Happy Harbor/Sun Harbor Watersports, L.L.C., its agents, employees, officers, and directors from any and all claims or liability for damages of every type and kind while attending the Pirate Fest-Bama and while booth is under the contract agreement whether being operated by me or anyone else or merely in my possession or for the time I am responsible for same.

Further, the undersigned does agree to indemnify Happy Harbor/Sun Harbor Watersports, L.L.C., and its employees, agents, servants and officers, against any and all judgments to verdicts and the costs of defending any claim or action which may occur as a result of the injury to person or property of the undersigned, his/her family, or any other third party which may result by the operation of the property or while it is in my possession.

The undersigned agrees to be and is responsible for all damage and loss of property, equipment, and accessories, the undersigned agrees to reimburse the Lessor (Happy Harbor/Sun Harbor Watersports LLC) for such loss or damage at the fair market value of the repairs or replacement of same.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Code of Conduct

1. Happy harbor outdoor events run regardless of weather. There will not be any refunds due to inclement weather.
2. Accepted vendors are provided with a space to sell their products/services.
3. Vendors and their staff should behave in a manner acceptable for a family friendly event. Profanity is unacceptable.
4. Booths must be open and staffed for the entire time the festival is open. More specific event schedule information will be included in acceptance package.
5. Please ensure that garbage is deposited in one of the trash cans on site not left on the ground in or around the booth.
6. The vendor is responsible for booth staffing, collecting and remitting sales taxes, and required Alabama business licenses and all other aspects of running their booth.
7. All vehicles must be off site and in the designated parking area by the times to be specified in the acceptance package. This is generally 30 minutes before the gates open to the public but this is subject to change.
8. At the end of each day, vehicles will be permitted onsite only when all guests have left the park. This decision will be made by the site manager or vendor co-coordinator only. On evenings during the run of the festival, vehicles may be limited to specific routes for safety reasons.

I, \_\_\_\_\_ (print name), representing \_\_\_\_\_ (business name) certify that I have read and agree to follow the Happy Harbor Code of Conduct. I further agree that I will ensure that any personnel working or volunteering in the booth also follow these standards. I understand that failure to comply may result in being required to leave the event and may prevent acceptance for future events.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_