



Annual Zydeco Crawfish Festival

Rules & Guidelines for Vendors

The Annual Zydeco Crawfish Festival is produced by the Waterway Village Merchants Association (WVMA). The WVMA retains the exclusive and sole right to sell *official Zydeco Crawfish Festival* art, souvenirs and merchandise.

- Vendors must furnish their own tent & tent weights. Tent must be secured/weighted properly. Anchoring to any City property is strictly prohibited. Staking in to the ground is prohibited without prior consent. Damages caused by vendor to City/Private property are the responsibility of the vendor.
- Vendors must provide their own tables and chairs.
- Vendors are required to obtain a City of Gulf Shores & Baldwin County/State of AL Business License to participate in the festival.
- Vendors are responsible for collecting and paying sales taxes. It is the vendor's responsibility to pay taxes. Any vendor that does not pay will not be issued license for the next year and will **NOT** be eligible to participate.
- All displays should be designed and constructed in good taste. Displays must not cause concern for the safety of festival attendees.
- Vendors may **ONLY** use the space provided and purchased. You **MUST** keep all of your stock and equipment within your designated area.
- **No booth space can be sub-leased. Any vendor found subleasing space will automatically be disqualified from the festival and asked to leave without refund.**
- Active solicitation outside of booth space is prohibited.
- Vendors may begin breaking down their booths after 6:00 pm on Saturday and **NOT BEFORE!**
- **LOAD OUT INSTRUCTIONS AND PROCEDURES WILL BE COMMUNICATED BY YOUR COMMITTEE CHAIR. DO NOT TRY TO LINE UP OR MOVE YOUR VEHICLE UNTIL INSTRUCTED TO DO SO.**
- **NO SMOKING IN OR AROUND VENDOR TENTS. SMOKING IS ONLY PERMITTED IN DESIGNATED AREAS. PLEASE DO NOT DROP YOUR CIGARETTE BUTTS ON THE GROUND.**
- **NO PETS ARE ALLOWED ON THE FESTIVAL SITE.**
- **THE SALE OF WEAPONS, TOBACCO AND ALCOHOL IS PROHIBITED.**
- **VENDORS MAY NOT BE UNDER THE INFLUENCE OF ALCOHOL OR NON PRESCRIPTION DRUGS DURING THE FESTIVAL.**

Vendor Selection

- Vendor selection is a juried process. **ALL** vendors are required to submit photos of booth setup, art/crafts/merchandise. Fine Arts & Arts and Crafts vendors must also submit a photo of artist in studio working. Submissions for Arts & Crafts, Fine Art and Retail Marketplace must be submitted on flash drive or CD. Food vendors may submit a photograph of booth and menu.

By signing the vendor application for the Zydeco Crawfish Festival, you are stating you have read, understand and will adhere to the rules and guidelines listed above. Any violations may result in the loss of space without refund and exclusion from the festival in future years.

Food Vendor Regulations

READ THIS ENTIRE DOCUMENT & INITIAL EACH LINE!!!

1. ____ (initial) The Zydeco Crawfish Festival Committee will assign booth space. Booth spaces are awarded based on menu, food selection, pricing, and appearance. **SPACE IS NOT GUARANTEED** based on previous participation or location. Space assignments are only subject to change by the selection committee.
2. ____ (initial) Vendors are required to be open from 10:00 am until 6:00 pm Saturday. NO LATER!
3. ____ (initial) Vendors are required to display a menu with pricing, in plain view and large enough for patrons to see at all times during the festival.
4. ____ (initial) Food vendor setup is Friday before the festival. All food vendors must be in and set up by 5:00 pm on Friday. Any vendors not setup may be replaced without refund.
5. ____ (initial) Food vendors are required to have an enclosed structure with three compartment sink, hand washing sink, hot and cold water, waste and fresh water hookup, screened serving window and dry/cold storage. **ALL FOOD VENDORS MUST MEET HEALTH DEPT REQUIREMENTS TO OPEN AND SERVE.**
6. ____ (initial) All food vendors are required to have at least one () class ABC fire extinguisher, and one (1) environmentally safe spill absorption substance/kit. If cooking with a fryer, you are also required to have a class K fire extinguisher. The Fire Marshal and Food Chairman will be checking certification and compliance.
7. ____ (initial) Amplification devices, boom boxes and walking vendors are prohibited.
8. ____ (initial) Vendors are subject to inspection at any time by the local electrical inspector, Fire Marshal and Health Department.
9. ____ (initial) Vendors may only sell products that are listed on your application and menu and approved by the Food Committee.
10. ____ (initial) All accepted food vendors are required to submit an insurance certificate with a minimum one million dollar liability coverage, naming the Waterway Village Merchants Association as additional insured. Policy must be current during festival date.
11. ____ (initial) All vendors with a cooking trailer using fryers/cooking with grease are required to have a TYPE 1 hood system and automatic fire suppression system. The fire suppression system and hood must meet current standards and have a current inspection certification. Enforced by the Gulf Shores Fire Marshal.
12. ____ (initial) All generators must be no louder than 65 decibels.
13. ____ (initial) **All vendors are required to use tickets. (NO CASH OR CREDIT CARDS)**
14. ____ (initial) **NO SMOKING AT ANYTIME IN OR BEHIND BOOTHS! NO EXCEPTIONS!**

Zydeco Crawfish Festival

April 4, 2020

Food Vendor Application

Contact Name: _____ Cell Phone # _____

Name on Festival Booth Sign: _____ Primary Phone # _____

Mailing Address: _____ City/State/Zip: _____

Email Required! Vendors will only be notified by email – All communication will be via email. NO EXCEPTIONS!

Email _____

Have you participated in the Zydeco Crawfish Festival before? If yes, what year(s)? _____

Describe, in detail, the items to be sold and/or activities: _____

Processes upon receipt of application.

Circle type of payment Check or Money Order or Credit Card. Make Checks payable to Waterway Village Merchants Association.

Credit Card #: _____ Expiration Date: _____

Name on Card: _____ Signature: _____

Application deadline is February 14, 2020. Booth fee payment will not be processed until acceptance is determined in February.

check one of the following:

- Founder Merchants: \$50
- Previous Non-Waterway Merchants: \$100
- Waterway Village Merchants: \$150
- Non-Waterway Village Merchants: \$300

➤ **Non-Founder Food vendors will be charged an additional 2% of sales**

TOTAL AMOUNT DUE: \$ _____

Vendor fee cancellation /refund date is Friday, March 6th, 2020 for a full booth refund. No vendor is guaranteed booth location or # of booths requested, despite previous participation in the National Shrimp Festival.

A signed application constitutes a contract to follow and be bound by all Annual Zydeco Crawfish Festival Rules & Regulations and is a commitment to participate personally if accepted. Violation of rules & regulations prior to, during, or at the festival will result in loss of vendor space without refund. Applicant verifies that photos submitted accurately depict booth set-up & products to be sold. Applicant will not be considered if this form is incomplete, unsigned, postmarked after deadline or received without correct fees. Your signature below certifies that you understand and accept all rules & regulations.

Signature _____ Date _____

| |
|---------------------|
| Office Use Only |
| Category _____ |
| Date Received _____ |
| App Fee _____ |
| Booth Fee _____ |
| Office Staff: _____ |

Food Vendor Checklist

Please mail the following back to:

**Waterway Village Merchants Association
P.O. Box 3912
Gulf Shores, AL 36547**

- Completed application
- Payment – Booth Fee
- Signed Release of Indemnification
- Initialed Rules/Guidelines (Please make a copy to keep)**
- At least 1 printed photo of booth set-up from previous show/festival
- Copy of menu **with** pricing
- Diagram of food prep area
- Electricity need and load plan
- Insurance Certificate

***Your application will not be processed OR considered until all the above is submitted.**

Business Licenses

If accepted into the festival, the City of Gulf Shores and Baldwin County will require you to purchase a Festival Business License in March/April, 2020.

City of Gulf Shores Business License: (251) 968-2426
<http://www.gulfshoresal.gov/291/Business-Licenses-and-Taxes>

Baldwin County Business License: (251) 937-0245
<http://baldwincountyal.gov/Government/probate/licenses/business-license>

Acceptance/ Non-acceptance **EMAILS** will be sent out in February 2020.

Application deadline is February 14, 2020

NO EXCEPTIONS!!

Release and Indemnification Agreement

Completion of application represents my commitment to participate in the Zydeco Shrimp Festival to be held in Gulf Shores, Alabama. In the event that Zydeco Crawfish Festival is unable to hold the festival as scheduled by reason of war, insurrection, or acts of God or nature, then no refund shall be made and it is agreed that all contracts are null and void and there shall be no responsibility on the part of the Waterway Village Merchants Association and the Zydeco Crawfish Festival for losses sustained by any person caused by such an event.

I have received and read the general guidelines and festival regulations and all of the rules and conditions contained therein which are hereby incorporated by reference. I agree to abide by them. For good value and consideration, including participant being permitted to participate in the Zydeco Crawfish Festival ("EVENT") to be held April 4, 2020 at Myer Park and the Waterway District, Gulf Shores, Alabama, the undersigned participant, for myself and my successors, heirs, employees, agents and affiliates (and in case of corporation, its officers, directors, and shareholders), (collectively the "PARTICIPANT") forever release and discharge The Waterway Village Merchants Association and the Zydeco Crawfish Festival and each of its officers, directors, employees, agents and affiliates (herein collectively referred to as "Zydeco Crawfish Festival") from all claims, demands, losses, costs, expenses, suits, damages, obligations, liabilities, causes of action and judgment whatsoever, in law or in equity which any of the foregoing, any or all of the PARTICIPANT ever had, now or which they hereinafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever existing out of the EVENT.

The participant AGREES TO AND DOES HEREBY ASSUME ANY AND ALL RISKS OF PERSONAL INJURIES TO THE participant, including death, and damages to PARTICIPANT'S property, caused by or arising out of PARTICIPANT'S involvement in the EVENT. The participant HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD The Waterway Village Merchants Association and the Zydeco Crawfish Festival harmless from and against any claim, demand, suit, loss causes of action, damages, liabilities obligations, costs, expenses, and judgments (including without limitation death and damages to property) caused by PARTICIPANT'S acts or omissions or failure to abide by the rules and conditions contained herein. The Waterway Village Merchants Association and the Zydeco Crawfish Festival reserve the right to final interpretation of all rules.

UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED

PRINT NAME

TITLE

Applicant's Signature

Date