

17th Annual

Butler Fest



October 7th-8th 2022

City Hall: 205-459-3795 Fax: 205-459-2511
Contact Email: dhensleymurphy@hotmail.com
222 South Mulberry Ave. (P.O. Box 455), Butler, AL 36904

Booth Prices: \$50.00 for 1 day \$75.00 for 2 days Circle one: Friday or Saturday or Both

Booths are 12' x 10' (No Exceptions). If you have a concession or tent that is larger than 12' x 10', you will need to purchase two booths.

Date of application: _____

Name of person/organization: _____

Contact Person: _____ Home phone: (____) _____

E-mail: _____ Cell Phone: (____) _____

Mailing Address: _____

Type of food or craft (*must list each item to be sold*):

(To ensure that our vendors are successful, we may limit some items.)

- We do NOT supply water.
- SPACES WITH ELECTRICITY ARE LIMITED AND WILL BE ON A FIRST COME FIRST SERVE BASIS.
110 VOLT ONLY. IF YOU NEED 240 VOLTS, YOU MUST BRING A QUIET GENERATOR.
Will you need electricity? _____ Amps required _____ Do you use a grill? _____
- Do you use a food trailer? _____ If yes, what are the dimensions? _____
- COOKING GREASE MUST BE PROPERLY DISPOSED OF. VENDORS FOUND DUMPING GREASE AROUND THE COURTHOUSE SQUARE WILL BE CITED BY THE LOCAL POLICE.

Returning vendor spots may be held until September 23rd, after that date those spots may be given to another vendor.

Vendor deadline is September 30th.

- BOOTH FEES MUST BE PAID IN FULL WHEN APPLYING. NO PERSONAL CHECKS. NO REFUNDS AFTER VENDOR DEADLINE.

ALL APPLICANTS MUST BE APPROVED BY COMMITTEE MEMBERS.

Friday vendor set up time: 10:00 a.m. Saturday vendor set up time: 8:00 a.m.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

THE TOWN OF BUTLER, ALABAMA

Butler Fest

1. In consideration for receiving permission to be a vendor at Butler Fest for the Town of Butler facility or property, I, (print your name here) _____, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Town of Butler, the town council for The Town of Butler, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my participants, or to any property belonging to me or my participants, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I am fully aware of the risks and hazards connected with the activities of my event and I am aware that such activities may include the risk of injury and even death, and I hereby elect to voluntarily coordinate / sponsor or participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that The Town of Butler does not require me to coordinate / sponsor or participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me or my event participants, or any loss or damage to property owned by me or may participants, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees that Releasees may incur due to my or others participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assignees and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Alabama and that any mediation, suit or other proceeding must be filed or entered into only in Alabama the federal or state courts of Alabama. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 2022.

WITNESS:

Signature of Vendor:
