



Dear Atlanta Pride Market Vendor,

Welcome to Atlanta Pride 2017! Thank you for your participation. There is much to celebrate so we are looking forward to a great event.

Your booth location is located in the spreadsheet attached to your email. You can also find the market listing on our website:

<http://atlantapride.org/pride/marketplace/vendors/>

**For each booth you purchased, you will have a 10x10 covered tent space with a table and 2 chairs.** If you purchased additional chairs, tables, or electricity, all of those items will be present when you arrive onsite at your space(s).

Be sure to read the Market Information in this letter, which contains all the load in/load out information, as well as the Market Vendor Agreement you signed to become a vendor. Even if you have attended the Atlanta Pride Market in the past, it is helpful to re-read the regulations found in the agreement since some of the regulations may have changed. Some violations could result in your removal from the Market!

The Atlanta Pride Market waiver is also attached to your email. Please fill out the waiver, sign and bring with you to the venue. **PLEASE DO NOT SEND THE WAIVER BACK TO US, YOU WILL NEED IT ONSITE.** If you do not have this waiver with you, it may slow down your load in process.

For your convenience, we have placed a map of the festival grounds on our website:  
<http://atlantapride.org/pride/map/>

**ATTN: IF YOU ARE AN OFFICIAL ATLANTA PRIDE SPONSOR, YOU WILL BE CONTACTED DIRECTLY WITH ANY SPECIAL LOAD IN INSTRUCTIONS AND TIMES.**

If you have any questions, please feel free to email us at [info@atlantapride.org](mailto:info@atlantapride.org) or call the office at (404) 382-7588

Sincerely,  
Lee Armstrong  
Al Shaffer

Market Co-Chairs

**MARKET HOURS:**

Saturday, October 14<sup>th</sup>: 10am-7pm

Sunday, October 15<sup>th</sup>: 10am-7pm

PLEASE NOTE: ANY VENDOR THAT DOES NOT CHECK IN BY NOON, SATURDAY OCTOBER 14<sup>TH</sup> FORFIETS THEIR BOOTH SPACE.

**LOAD IN & LOAD OUT SCHEDULE**

DAY	LOAD IN	LOAD OUT	COMMENTS
Friday, Oct 13	BY APPOINTMENT ONLY	N/A	Vendors will be assisted by Market volunteers. Market volunteers do NOT lift, load or unload. They are there to get you to and from your space with your goods via golf cart. Please be prepared with adequate staff to handle your load in and set up.
Saturday, Oct 14	7:00am – 9:45am	8pm – 9pm	Vendors will be assisted by Market volunteers. Market volunteers do NOT lift, load or unload. They are there to get you to and from your space with your goods via golf cart. Please be prepared with adequate staff to handle your load in and set up.
Sunday, Oct 15	7:00am – 9:45am	8pm – 9pm	Vendors will be assisted by Market volunteers. Market volunteers do NOT lift, load or unload. They are there to get you to and from your space with your goods via golf cart. Please be prepared with adequate staff to handle your load in and set up.

**HOW DO I SCHEDULE A FRIDAY LOAD IN?**

- **Friday Load in is by appointment ONLY. To schedule a Friday load in, please visit this link [before October 08<sup>th</sup>](https://swg.wufoo.com/forms/friday-load-in-appointment/) to set your arrival time:**
  - <https://swg.wufoo.com/forms/friday-load-in-appointment/>

- **No appointment is needed for load in on Saturday or Sunday, but you must arrive and complete your load in before 9:45am.**

#### **ABOUT LOAD IN:**

- **Enter Piedmont Park using the 14<sup>th</sup> street entrance during the designated time frame above.**
- **Print the Market Vendor Waiver Form, Sign, and bring with you to the venue.** You will be asked for this upon arrival.
- **The Market Team will help you locate your booth and load in your items.**
- **Load in and Load out works best with 2 people present.** One person goes with your items to the booth, while the 2<sup>nd</sup> person takes your vehicle to be parked. This helps avoid delays with everyone's load in/load out.

#### **SECURITY TIPS:**

Please be aware:

The Atlanta Pride Committee can't be responsible for lost or stolen goods, so consider these measures for the weekend:

- **A good rule of thumb: IF YOU CAN PICK SOMETHING UP AND EASILY WALK AWAY WITH IT, SO CAN SOMEONE ELSE.**
- **Take smaller, valuable items out with you each night if you don't have an alternative way to secure them.**
- **Don't leave cash bags or boxes over night or unattended in your booth during the day.**
- **Even during the event, it is a good idea to keep more valuable items behind you, and not out on a table where someone can "grab and go."**
- **Two great ways our vendors have secured their items over night:**
- **Trunks or large containers with locks**
- **Tarps and bungee cords to wrap their items on the tables**

## 2017 PRIDE Market Vendor Agreement

Pride Market Vendor agreement for the 2017 Atlanta Pride Celebration, Market Vendor agrees to each and all clauses set forth in this agreement and identified in the Pride Market Vendor application herein incorporated by reference. Failure by the Market Vendor to abide by any clauses set forth in this agreement of the 2017 Atlanta Pride Celebration gives The Atlanta Pride Committee, Inc. (hereinafter known as APC) and/or the authorized agents of APC the right to (1) immediately terminate this agreement (2) require Market Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to APC for the right and privilege of participating as a Pride Market Vendor of the 2017 Atlanta Pride Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of APC.

- 1. APC agrees to provide each Market Vendor of the 2017 Atlanta Pride Celebration with a 10 x 10 tented space with one table and two chairs per assigned space in the Pride Market of the 2017 Atlanta Pride Celebration. In the event the Market Vendor fails to appear at the Festival and claim their reserved market space by 12:00 Noon**, Eastern Time Zone, on Saturday October 14, 2017, APC reserves the right to assign, and or resell, such space to another prospective Market Vendor without further notice, nor refund, to the undersigned Market Vendor. If it appears, or it is necessary, for the undersigned Market Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with the APC.
2. Market Vendor agrees to obey all rules and instructions as directed by the Pride Market Vendor Coordinators during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to APC.
3. Market Vendor agrees and acknowledges that **household pets, amplified sound, power generators of any kind, barbeque grills, within or around your designated booth space and staking of any implement which pierces the soil is strictly prohibited**. Such restrictions are required pursuant to APC's permits and agreements with the City of Atlanta for public health and safety as well as environmental and park infrastructure hazards/concerns which may not be immediately apparent to the Market Vendor. Any violation herein shall be considered a material breach of this agreement by Market Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to APC. Further, Market Vendor may be subject to both civil and possible criminal liability under the rules and ordinances of the City of Atlanta.
4. Market Vendor agrees and acknowledges to abide by all directions by APC and the City of Atlanta, which seek to protect the environment and infrastructure of City Parks and the safety of Festival patrons. Market Vendor hereby acknowledges its liability, and agrees to compensate APC, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of city parks which causes APC to pay for the repair, replacement, or other remuneration to the City of Atlanta for such damage to the environs or infrastructure of a city park.
5. APC retains the exclusive rights to serve and sell all drink beverages (this includes water) at all sites and operations of the 2017 Atlanta Pride Celebration. **Serving or selling any beverage including water and food is prohibited**. APC reserves the right to confiscate for the duration of the festival any beverages including water or food. Any failure to strictly adhere to this APC policy may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to APC.
6. Out of fairness and consideration of all Festival participants, **Market Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 5 feet directly in front of its booth, for any sales, distribution, or other solicitation by the Pride Market participant. Market Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the Festival Grounds in any effort to promote its booth's purpose**. APC will make every reasonable effort, as allowed by law, to prohibit any unauthorized "canvassing."
7. **As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited**. Additionally, Market Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

8. APC reserves the right to prohibit, within any Pride Market Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current APC sponsor. Any questions concerning current APC sponsors should be directed to the Executive Director prior to the event. Any Market Vendor seeking to profile within its Pride Market Booth Space any "For Profit Company," must first obtain written permission from APC concerning such inclusion, regardless of whether or not a sponsor conflict exists. Furthermore, such profiling in the Market Booth, signage and/or other materials of the "For Profit Company" shall not exceed in physical size and or number greater than 25% of the total signage and or other materials posted and or offered by the Market Vendor.

9. Market Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Georgia and local ordinances of the City of Atlanta and Fulton County shall control. Market Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations of the 2017 Atlanta Pride Celebration.

10. Market Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with "Atlanta Pride" or "Pride Atlanta". Even when printed with other words, Market Vendors shall not offer phrases, logos or artwork with any variations of these words.

11. **Market Vendors shall not sublet their space to anyone.**

12. Market Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the APC or its representatives responsible for any type of permits other than for the festival itself. Market Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Market Vendor shall hold itself out as an Agent of APC.

13. Cancellations / Refund Policy: A 75% refund will be given with a written request received by May 15, 2017. A 50% refund will be given with a written request received between May 16 and August 31, 2017 if the space can be filled from an approved waiting list. No refunds will be given for any request received after August 31, 2017.

14. APC will provide limited overnight security at the festival site on Friday, October 13 and Saturday, October 14; however, APC and the City of Atlanta accepts no responsibility for items left overnight. Market Vendors are solely responsible for the security of all items in their booth at all times.

15. APC makes no representation or guarantees towards actual festival attendance.

16. Market Vendor understands that APC has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold APC harmless for any losses that could arise because of such event. APC does not refund booth fees due to weather, acts of God, acts of terrorism, or governmental intervention.

17. APC reserves the right to place Market Vendors in a booth location at the complete discretion of APC. APC shall have sole and complete authority to place the participant in any location contained in the Market Place, irrespective of the participant's request. APC makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the Pride Market. APC cannot speculate, nor control, the popularity of one area of the Festival over the other.

18. **Market Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers.** Failure of the Market Vendors to clean their booth site may result in the future denial of Market Vendor participation.

19. Market Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Market Vendor participant's booth space. Optional liability insurance is available for the Festival Weekend at additional cost to the Market Vendor participant and may be purchased from APC's insurance vendor. To obtain additional information, please contact APC.

20. Pets of any kind are strictly prohibited on the grounds of the Atlanta Pride Festival, per the City of Atlanta.

21. Signs/Banners/Cart Materials shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the City and or State Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Market Vendor's operation until such information is satisfactorily provided. Any losses or damages by Market Vendor are hereby waived against the Atlanta Pride Committee, Inc. for failure to have such information readily available for inspection by the Fire Marshal.

**FAILURE TO ABIDE BY THE MARKET AGREEMENT WILL RESULT IN THE FOLLOWING CONSEQUENCES:**

1. On your first violation of the Market Agreement, you will be issued a written notice of your violation at a minimum. Depending on the severity of the infraction and the conduct of your representative(s), your business/organization may be removed from the festival for the rest of the day or the rest of the festival.
  
2. On your second violation of the Market Agreement, you will be removed from the festival for the remainder of the day at a minimum. Depending on the severity of the infraction and the conduct of your representative(s), your business/organization may be banned from the festival for the following year.
  
3. If you are removed from the festival due to violations of the Market Agreement, your organization/business is not entitled to a refund of any monies paid to the Atlanta Pride Committee.