

MARKETPLACE VENDOR AGREEMENT

Marketplace Vendor agrees to each, and all clauses set forth in this agreement and identified in the Pride Marketplace Vendor application herein incorporated by reference. Failure by the Marketplace Vendor to abide by any clauses set forth in this agreement of the 2023 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 Marketplace 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 Marketplace Vendor of the 2023 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 Marketplace Vendor of the 2023 Atlanta Pride Celebration with a 10 x 10 tented space with one (1) table and two (2) chairs per assigned space in the Pride Market of the 2023 Atlanta Pride Celebration.

2. Marketplace Vendor agrees to obey all rules and instructions as directed by the Pride Marketplace Vendor Coordinators and the Atlanta Pride Committee 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. Marketplace 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 are 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 Marketplace Vendor. Any violation herein shall be considered a material breach of this agreement by Marketplace Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to APC. Further, Marketplace Vendor may be subject to both civil and possible criminal liability under the rules and ordinances of the City of Atlanta.

4. Marketplace Vendor agrees and acknowledges to abide by all directions of APC and the City of Atlanta, which seek to protect the environment and infrastructure of City Parks and the safety of Festival patrons. Marketplace 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 at all sites and operations of the 2023 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

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immediate termination of this agreement and immediate forfeitures of any and all fees paid to APC. APC also provides free water stations to all exhibitors, staff, and guests throughout the park.

6. Out of fairness and consideration of all Festival participants, Marketplace 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. Marketplace 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 without written permission of the APC Executive Director or their designee. Additionally, Marketplace 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 Marketplace 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.

9. Marketplace 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. Marketplace 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 2023 Atlanta Pride Celebration.

10. Marketplace 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, Marketplace Vendors shall not offer phrases, logos or artwork with any variations of these words.

11. Marketplace Vendors shall not share or sublet their space to anyone for free or at cost without the written permission of the APC Executive Director or their designee.

12. Marketplace 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. Marketplace Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Marketplace Vendor shall hold itself out as an Agent of APC.

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13. Cancellations / Refund Policy: Included in each registration is a \$50 non-refundable registration fee per booth. For the remainder of fees, a 75% refund will be given with a written request to cancel received by May 15, 2023. A 50% refund will be given with a written request received between May 16 and August 31, 2023. No refunds will be given for any request received after August 31, 2023. Any cancellation received within 30 days prior to the event will result in an additional Cancellation/ No Show Fee of \$100 to be charged automatically to the Marketplace Vendors Account.

14. No Shows: If Marketplace Vendor fails to set-up or occupy their booth by 12:00 PM (noon) on Saturday, October 14, 2023 and/or 2:00 PM Sunday, October 15, 2023, without notifying APC Marketplace Coordinators, they are subject to the Cancellation / No Show Fee of \$100. In the event the Marketplace Vendor fails to appear at the Festival and claim their reserved market space by 12:00 Noon, Eastern Time Zone, on Saturday, October 14, 2023, APC reserves the right to assign, and or resell, such space to another prospective Marketplace Vendor without further notice, nor refund, to the undersigned Marketplace Vendor. If it appears, or it is necessary, for the undersigned Marketplace Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with the APC.

15. APC will provide limited overnight security at the festival site on Friday, October 13 through Sunday, October 15; however, APC and the City of Atlanta accept no responsibility for items left overnight. Marketplace Vendors are solely responsible for the security of all items in their booth at all times. Marketplace vendors may hire private overnight security with the written approval of APC.

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

17. Marketplace Vendor understands that APC has no control over weather, acts of God, acts of terrorism, illness, injury, 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.

18. APC reserves the right to place Marketplace 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 Marketplace, 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.

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19. Marketplace 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 Marketplace Vendors to clean their booth site can result in a \$50 clean-up fee and/or the future denial of Marketplace Vendor participation.

20. Marketplace 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 Marketplace Vendor participant's booth space. Optional liability insurance is available for the Festival Weekend at additional cost to the Marketplace Vendor participant and may be purchased from APC's insurance vendor. To obtain additional information, please contact APC.

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

22. 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 Marketplace Vendor's operation until such information is satisfactorily provided. Any losses or damages by Marketplace Vendor are hereby waived against the Atlanta Pride Committee, Inc. for failure to have such information readily available for inspection by the Fire Marshal.

23. Each vendor must have at least one working, unexpired fire extinguisher for every two 10x10 spaces they occupy.

The Atlanta Pride Committee, Inc. reserves the right to refuse any applicant for any reason with or without cause.