



Vendor Terms and Conditions

Vendors/Organizations agree to follow all terms and conditions noted below. **Failure to do so may result in removal of vendor privileges, immediate cessation of operations and vacating the premises.** Be sure to read the entire document before proceeding.

1. Applicant agrees that submission of this application and payment does not guarantee acceptance. Augusta Pride, Inc. will notify accepted vendor via email. We will reach out as quickly as possible if an issue arises. Augusta Pride, Inc. reserves the right to refuse applications based on appropriateness, quality, variety, and availability of space. **Augusta Pride, Inc. reserves the right to replace or relocate vendors according to a master plan.** Therefore, any cancellation by an accepted vendor based upon booth placement will subject the applicant to forfeiture of all booth fees.
2. The Pride Festival is a community event. Diversity of vendor items/information is encouraged. However, nudity, indecency, or conduct inappropriate for a mixed audience will not be allowed. Information and items of a sexual nature is illegal and cannot be distributed. Information or items provided for education regarding sexuality of safe sex are invited. Vendors shall not display, offer for view, or sell any illegal or contraband items.
3. Vendors will not be allowed in the park until the event representative is on site. Augusta Pride and the City of Augusta reserve the right to deny any vendor access to the park for infractions of these terms and conditions or any relevant City ordinance. This right of denial extends to future Augusta Pride festivals as well, even if held at different locations.
4. **General vendor setup (the earlier you show up, the easier to situate your tent and/or materials):**
Friday: Vendors are required to set up **starting at 12:00 p.m. and finished setting up by 5:00 p.m., to be open by 6:00 p.m.**, to remain open until midnight, tear down starting at midnight and vacate the premises no later than 1:00 a.m. You are allowed to leave items overnight. See paragraph 17 regarding leaving items overnight.
Saturday: Vendors are required to set up between **7 a.m. and 9 a.m.**, to be open by **10 a.m.**, to remain open until **4 p.m.**, and vacate the premises no later than **5 p.m.**
All vendors who are cooking food must be set up and ready for an inspection by the Fire Marshall at **5 p.m.** on Friday and **8:45 a.m.** on Saturday. Vendor space is valuable and we strongly recommend setting up for both Friday and Saturday activity. Many vendors will be set up on Friday, but you are allowed to set up for Saturday activity only (each vendor fee is for the space, not individual days). If you want more than one booth, please pay for second or third booths as early as possible. Vendor spots can go quickly suddenly. We try to be accommodating but can only go so far, the closer it is to the Festival. We will announce on our website and Facebook page when vendor space has reached capacity. **PLEASE TRY NOT TO BE LATE FOR SET UP!!!** It is very hard to let vendors in after 5 pm on Friday and you WILL need to pay the gate fee to get in after 6 pm on Friday. An influx of parade attendees will stream into the Common sometime after 10 am with heavy foot traffic throughout the Common. **All spaces are good spaces, please do not be discouraged about placement once finalized.** We reiterate that we do not provide cash, tents, tables, weights, or chairs for other vendors.
5. All vehicles must be out of the Common by **5:00 p.m.** Friday and **8:30 a.m.** Saturday. **No vehicles will be allowed to enter or leave** during the festival **or Beats on Broad. Moving vehicles are strictly prohibited until closing time.**
6. Illegally parked vehicles will be towed at the owner's expense. Please do not make us request you move your vehicles from the stage before the Festival begins!



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7. No parking of vehicles except for loading and unloading. Many vendor sites may not be directly accessible by car. Please plan ahead.
8. Vehicles are not allowed in the park during the event or after the event until the public is safely removed. Vehicles may not block walkways or exit routes. Parking outside of the Common is a first come, first serve basis with a paid parking deck nearby, spots along Broad, and in the parking lots across Reynolds Street when possible.
9. Augusta Pride reserves sole right to regulate all water and beverage distribution. No beverages may be distributed for free (except water). Only registered, approved, Augusta Pride vendors may sell beverages.
10. Vendors/organizations are responsible for all sales taxes, licenses, and insurances required by law. **Augusta Pride will provide a group business license for the event.** No individual vendor business licenses will be needed.
11. Vendors/organizations shall not share or sublet or give their booth space to anyone else. Non profit's may not allow their booths to be used by "for profit" vendors.
12. Augusta Pride is a tax-exempt 501(c)(3) non-profit organization and has no source of income other than donations, sales and fees. **After June 1, 2024, your application fee cannot be refunded for any reason.**
13. No vendor or organization shall sell or offer items imprinted, emblazoned or marked with any or any combination of the words, "Augusta, Pride, 2024, CSRA, Aiken" or logo without express written permission of Augusta Pride, Inc.
14. Noise, smoke or visual displays shall not interfere with neighboring vendors or with the enjoyment of the public at the festival. Augusta Pride reserves the right to determine whether a booth is causing interference and ask for removal of any special effects that are causing the interference.
15. All business or other activity for which the vendor has rented space must be conducted in your designated area only. No distribution or solicitations of any kind may be done by strolling through the event, without prior written permission.
16. If goods are for sale vendors must post prices in a legible manner and visible place.
17. Augusta Pride will provide uniformed police security on the premises, as well Friday night after Beats on Broad ends. However, Augusta Pride accepts no responsibility for items lost to due to loss, theft or breakage. If tents are left overnight, we strongly suggest to lower the tents and keep items stored away instead of leaving exposed on tables.
18. Vendors are responsible for any damages caused to other vendors or to the event by their own actions or inaction, actions or inaction of their employees/volunteers or resulting from happenstance concerning their booth. **If tents are not properly weighed down, the Fire Marshal will ask the vendor to take them down. This has happened in the past and we do not provide weights.**
19. In the case of bad weather, city staff will decide whether to continue or stop anything using power in the park.
20. All use of power must be handled by a city staff person responsible for wiring and plugging into the power source.
21. All food vendors must comply with guidelines established by Richmond County Health Department Environmental Health Division, 1916 North Leg Road - Building K, Augusta, GA 30909 - 706-667-4234. **Inspectors may visit each event and have the right to close booths operating outside of health regulations.**



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22. For safety purposes, all (cooking) food vendors must be inspected and approved by a Fire Inspector before the opening of the event.
23. Cooking is only allowed in designated areas. Vendors stationed on the walkways may not merchandise cooked foods, nor use any type of grill for personal or business use.
24. All cookers must have a working fire extinguisher available within the cooking area.
25. Deep fryers must be in an enclosed wagon or trailer. Grease and oil must be disposed of properly, not poured on the ground or in drains.
26. Generators are not allowed unless approved by the Fire Marshall's office in advance.
27. All power cords should be safely secured (taped down).
28. No glass containers.
29. Applicant understands the purpose of the Augusta Pride event is to celebrate the gay, lesbian, bisexual, transgender and allied community and agrees that he/she will do nothing to defeat this purpose during the event.
30. Vendor applicant understands that Augusta Pride, Inc. has no control over weather, acts of God, acts of terrorism, governmental intervention, and any other cause that may prevent and/or interrupt the Pride Celebration; all participants, vendors and their employees shall hold Augusta Pride, Inc. harmless of any losses that could arise because of such events.
31. The applicant agrees to defend, indemnify and hold harmless Augusta Pride, Inc., and the City of Augusta, Georgia, or any other municipality, corporation or entity should the event location change, from any claim, demand, suit, loss, cost or expense, or any damage which be asserted, claimed or recovered against or from the City of Augusta by reason of damages to property, personal injury, or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of the Special Event Resolution of City Council, and regardless of which claim, demand, loss, cost or expense is caused in whole or in part by the negligence of the City of Augusta or by third parties, or by agents, servants, employees or factions of any of them.
32. When possible, please make payment for the application fees as soon as possible. Our PayPal payment is the easiest way to confirm payment with a copy of your receipt sent the email used to pay through PayPal (check your spam folders!). Some entities require a copy of our W-9 to issue a check, please request through our vendor coordinator. Once a check is received, we will email you confirmation. The earlier payment is received, the more likely vendor space is secured (unless applications must be cancelled for earlier stated reasons).
33. City Regulations and site conditions may change as we approach the event date. Augusta Pride, Inc. reserves the right to change or modify this agreement as circumstances dictate to provide the best possible event for our attendees and our vendors. We will do our best to inform you of any changes required to vendor contracts, but it is the vendor's responsibility to check with the Vendor Coordinator to see if modifications, if any, have been implemented since the original application was submitted. We again request you email the vendor coordinator for any questions/concerns.