GULF COAST PRIDE

VENDOR TERMS & CONDITIONS

Standing Vendor Participation Agreement
Mississippi Gulf Coast

OFFICIAL VENDOR TERMS & CONDITIONS

Gulf Coast Association of Pride, Inc. (GCAP)
info@gcpride.org | www.gcpride.org

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1. Agreement and Acceptance of Terms

By submitting a vendor application for a Gulf Coast Pride event, the applicant ("Vendor") acknowledges having read, understood, and agreed to these Vendor Terms & Conditions, together with the requirements contained in the vendor application. The Gulf Coast Association of Pride, Inc. ("GCAP") organizes and administers the event.

Vendors must comply with these terms, applicable laws and regulations, event permits, and instructions issued by authorized GCAP representatives or public officials. Noncompliance may result in corrective action, suspension, termination, removal, forfeiture of applicable fees, or denial of future participation, as permitted by this agreement and applicable law. Modifications or exceptions require written approval by an authorized GCAP representative; verbal agreements do not modify these terms.

2. Vendor Application, Eligibility, and Approval

GCAP welcomes artists, crafters, retailers, small businesses, food and beverage providers, nonprofits, and government agencies. Gulf Coast Pride is family-friendly. All vendors, merchandise, activities, and displays must be suitable for the event and comply with GCAP policies.

Applications are reviewed for eligibility, suitability, available space, operational considerations, and compliance with event requirements. Applications may be approved, waitlisted, or declined. Submission or payment does not guarantee approval or booth placement. GCAP may accept, waitlist, or decline applications in accordance with its policies and applicable law. Vendors may offer only products, services, and activities disclosed in their approved applications unless further authorization is obtained.

3. Vendor Spaces and Assignments

Available vendor spaces include Craft/Business 10×10 and 10×20 booths; Food/Beverage 10×10 and 10×20 booths; food truck/mobile vendor spaces; and eligible nonprofit/government information booths.

Vendor booth locations are generally selected on a first-come, first-served basis during the applicable setup window, from available spaces designated as appropriate for the vendor’s approved category. GCAP may reserve, designate, restrict, assign, or relocate locations for sponsors, food vendors, electrical access, accessibility, safety, venue restrictions, and operational requirements. Vendors must follow the instructions of authorized GCAP representatives regarding placement and setup.

Vendors purchasing electrical access are encouraged to arrive early and select from available eligible spaces near designated power outlets. Purchasing electrical access does not guarantee a particular booth location. Vendors must provide suitable extension cords and comply with safety instructions.

GCAP does not guarantee a specific booth location, proximity to another vendor, event attendance, sales, or pedestrian traffic. GCAP may alter assignments as necessary for event operations or public safety.

4. Vendor Setup, Arrival, and Departure

Vendor setup windows and the required arrival deadline will be communicated for each Pride event through official event information or direct vendor instructions. Food vendors may be assigned an earlier setup window than other vendors.

Vendors must complete setup before the published public opening time and follow instructions concerning vehicle access, unloading, setup, and departure. Vendors who fail to arrive by the published vendor check-in deadline without prior authorization may forfeit their space; GCAP may reassign or resell it without notice or refund, subject to the agreement. Late arrivals require advance contact and approval. Driving on grass or other restricted areas is prohibited; approved handcarts and wagons may be used.

5. Tent Safety, Weights, and Coastal Wind Conditions

Tent and canopy safety is mandatory. Coastal event locations may experience sudden gusts and substantial wind. Tents must be suitable for outdoor use, properly assembled, maintained, and securely ballasted.

Minimum required ballast: 10×10 tents: 30 pounds securely attached per leg (120 pounds total for four legs); 10×20 tents and larger: 40 pounds securely attached per leg or structural support point (160 pounds total for a four-support structure). These are GCAP event minimums, not a guarantee of safety in all wind conditions. Greater ballast or engineered anchoring may be required by the manufacturer, venue authority, applicable safety rules, or GCAP. Large, commercial, and specialty structures must comply with applicable manufacturer and official requirements.

Ground stakes or devices penetrating soil are prohibited unless expressly authorized by the applicable venue authority and GCAP. Weights must be properly secured to structural legs using suitable connections. Loose bricks, unsecured blocks, loose water jugs, or other unsafe improvised ballast are unacceptable. Weights must not obstruct pedestrian access, accessible routes, exits, or adjacent booths. Vendors must inspect anchoring throughout the event and follow manufacturer wind limits.

For unsafe wind or weather, GCAP may direct vendors to remove sidewalls, suspend operations, dismantle tents, or evacuate. Vendors must comply immediately, even if minimum weights are present. GCAP may require removal of any tent presenting a safety hazard.

6. Political Merchandise, Campaign Materials, and Displays

GCAP prohibits political campaign merchandise, materials, advertising, displays, distribution, and promotional activities at Gulf Coast Pride. GCAP is a 501(c)(3) nonprofit and adopts this nonpartisan event policy to maintain an independent, community-focused event.

Prohibited activities include selling or displaying merchandise supporting or opposing political candidates, elected officials, parties, or political campaigns; campaign flags, banners, shirts, stickers, literature, advertisements, or signs; promotion for or against ballot initiatives, referendums, or organized political campaigns; and campaign- or party-related fundraising and solicitations. The prohibition applies regardless of party, candidate, or viewpoint.

Ordinary LGBTQIA+ Pride merchandise, inclusive artwork, cultural displays, educational resources, and nonpartisan community information are not prohibited solely by this section, provided they otherwise comply with event rules. Vendors must seek written clarification for uncertain items before the event. GCAP may require immediate removal of prohibited materials and may suspend or terminate participation for refusal to comply.

7. Merchandise, Intellectual Property, and Restricted Items

Vendors may offer only approved merchandise and activities. Illegal or contraband goods, counterfeit or unauthorized reproductions of protected intellectual property, prohibited adult-oriented/obscene materials, unauthorized alcohol, unapproved merchandise, and political materials restricted by Section 6 are prohibited.

Without prior written permission, vendors may not manufacture, advertise, offer, accept orders for, or sell products bearing GCAP's protected branding, including “Gulf Coast Pride,” “Gulfport Pride,” “Pride Gulfport,” “GCAP,” official logos/artwork, or confusingly similar variations, subject to applicable intellectual-property law.

8. Adult-Oriented Materials and Family-Friendly Standards

Vendors must ensure displays, products, advertising, and activities are appropriate for a family-friendly event and comply with applicable laws. GCAP may require removal or modification of prohibited adult-oriented or obscene materials. Vendors should request clarification before the event for uncertain products or displays.

9. Alcohol, Smoking, and Vaping

GCAP retains exclusive control over alcohol service and sales at the festival, subject to applicable permits. Vendors may not independently serve or sell alcoholic beverages. Violations may result in termination or other corrective action. Smoking and vaping—including cigarettes, electronic cigarettes, Juuls, and similar products—are prohibited in designated pavilion areas under applicable venue requirements.

10. Pets and Service Animals

Household pets are prohibited in restricted vendor and pavilion areas under event and venue rules. GCAP will provide accommodations for qualifying service animals as required by applicable law. Vendors may contact GCAP in advance for clarification.

11. Amplified Sound, Generators, Grills, and Equipment

Amplified music, disruptive loudspeakers, personal generators, barbecue grills, and implements penetrating the soil are prohibited in or around vendor spaces unless an exception is expressly authorized in writing and is permitted by city rules, permits, and safety requirements. GCAP may require immediate shutdown or removal of prohibited equipment.

12. Electrical Service

Electrical service is available as an optional $50 upgrade for eligible Craft/Business and Food/Beverage booth spaces and eligible truck/mobile vendor spaces, subject to availability, venue capacity, and GCAP confirmation. A standard booth without the paid power option does not include electricity. Where supplied, the published option provides access to one standard 110-volt outlet.

Powered Craft/Business booth pricing is $150 for a single 10×10 space and $250 for a double 10×20 space, including the $50 power upgrade. The corresponding spaces without power are $100 and $200. The same $50 power upgrade applies to published eligible Food/Beverage and Truck Space options.

Electrical access is limited and available on a first-come, first-served basis within approved locations and capacity constraints. Vendors purchasing power are encouraged to arrive early during their assigned setup window to select from available spaces near designated outlets. Vendors must supply their own suitable extension cords, disclose electrical needs during application, use equipment safely, avoid overloading outlets, and make no unauthorized connections. Payment for power does not guarantee a specific location or exclusive use of an outlet.

13. Booth Boundaries and Canvassing

Vendors must remain within assigned booth boundaries and may not extend sales, distribution, or solicitation activities more than five feet in front of the booth. Pedestrian access, accessible paths, emergency routes, and neighboring booths must remain clear. Roaming festival grounds to solicit sales or distribute promotions (“canvassing”) is prohibited unless expressly authorized.

14. Promotion of Other Businesses and Sponsor Protections

GCAP may review or restrict advertising and activities that conflict with existing sponsorship commitments. Planned third-party promotion, co-branding, and displays for another business must be disclosed and approved as required by the vendor application. GCAP may require adjustments consistent with documented sponsorship arrangements and applicable law.

15. Booth Sharing, Transfers, and Subletting

Vendors may not sell, transfer, share, or sublet booth space to another person or organization, with or without charge, without prior written approval from an authorized GCAP representative. Unauthorized arrangements may result in cancellation.

16. Food Vendor Requirements

Food and beverage vendors must comply with applicable health, sanitation, food-handling, fire-safety, licensing, and insurance requirements. Vendors must obtain legally required permits and disclose food-service equipment and electrical needs. A food-service permit and liability insurance serve different purposes; neither automatically substitutes for the other. Additional official and event requirements may apply.

17. Nonprofit and Government Agency Booths

Eligible nonprofits and government agencies may apply for complimentary, information-only booth space, subject to verification, review, and availability. Complimentary spaces do not include electricity. Merchandise sales or other commercial activity must be disclosed and may require a different vendor category. Nonprofit status does not automatically exempt all transactions from tax requirements.

18. Sales Tax and Reporting Requirements

Vendors are responsible for complying with Mississippi sales- and use-tax obligations and completing required event tax documentation. Under GCAP's published procedure, vendors submit required tax forms and applicable payments before departure.

Refundable $10 tax-form hold fee: Collected at vendor check-in and returned upon proper submission of the completed form and applicable payment. If forms are not provided, the fee will be handled according to the applicable reporting process. GCAP will administer event tax reporting and remittance consistent with current Mississippi Department of Revenue requirements. Applicable instructions, rates, forms, methods, deadlines, and exemption documentation will be provided or confirmed for each event. Vendors should contact info@gcpride.org for instructions.

19. Vendor Cancellations and Refunds

Cancellation requests must be submitted to GCAP in writing. For vendor-initiated cancellation, refunds of eligible paid booth fees are as follows:

• At least 60 calendar days before the scheduled event date: 75% refund. • Between 30 and 59 calendar days before the scheduled event date: 50% refund. • Fewer than 30 calendar days before the scheduled event date: No refund.

Deadlines are measured from the scheduled event date and based on when GCAP receives the written request. If the published application includes a different event-specific refund schedule, that schedule must be expressly disclosed and accepted before payment. Separately disclosed nonrefundable processing or other fees may be excluded. Material violations may result in forfeiture of applicable fees, subject to law.

20. Weather, Emergencies, and Events Beyond GCAP’s Control

Severe weather, natural disasters, public health incidents, government action, security events, utility failures, or similar circumstances may require changes, interruption, postponement, relocation, or cancellation. GCAP may direct vendors to suspend operations, secure items, dismantle structures, or evacuate; compliance is mandatory.

Under GCAP's published policy, booth fees are not refunded solely because of circumstances outside GCAP's reasonable control, except where legally required or otherwise approved by GCAP. Vendors bear their own travel, lodging, inventory, rental, and related business expenses. This provision does not waive any right that cannot lawfully be waived.

21. Cleanup and Booth Condition

Vendors must maintain clean booths, properly dispose of garbage and food waste in designated dumpsters, prevent grease stains or other damage, remove belongings, and leave their area in acceptable condition. Violations may result in denial of future participation and liability for cleanup or repairs.

GCAP's published policy specifies a possible $1,000 cleanup charge for qualifying violations. Assessed charges will be documented and invoiced. Payment is due within 10 days after receipt of the invoice. Additional documented restoration costs may apply where permitted.

22. Property Damage and Vendor Responsibility

Vendors are responsible, to the extent permitted by law, for damage caused by their operations, employees, volunteers, agents, vehicles, equipment, or merchandise to city property, landscaping, facilities, utilities, or third-party property. GCAP may seek reimbursement for documented costs it incurs due to damage attributable to a vendor. Vendors must promptly report significant incidents, unsafe conditions, or damage.

23. Insurance, Licensing, and Permits

Vendors must maintain adequate liability insurance as required by the approved event terms, and GCAP may request proof of coverage. Optional short-term vendor event insurance may be available; contact GCAP to confirm. Vendors must independently obtain required business, health, and other government approvals. Event vendor acceptance is not a substitute for permits or licenses.

24. Fire Safety and Display Materials

Signs, banners, carts, displays, and decorations must comply with applicable fire-safety and flame-retardancy requirements. Vendors must provide required flame-retardancy documentation when requested by authorized fire officials. Failure to comply may lead to temporary closure until corrected. Exits, accessible paths, and emergency equipment must remain clear.

25. Authority of GCAP Representatives

The GCAP Board of Directors oversees event policy. Designated vendor coordinators and authorized representatives may issue operational instructions concerning setup, spaces, safety, materials, cleanup, and event compliance. Vendors must follow lawful, reasonable instructions. Contract changes or exceptions require written authorization by a representative with delegated authority.

26. No Agency or Employment Relationship

Vendors are independent participants and are not employees, agents, partners, joint venturers, or official representatives of GCAP. Vendors may not hold themselves out as agents of GCAP without authorization and remain responsible for their employees, contractors, and volunteers.

27. Enforcement and Termination

GCAP may issue instructions or corrective requests; require removal of prohibited items or equipment; suspend operations; terminate participation for significant, repeated, or uncorrected violations; require removal from premises; or deny future applications when justified. GCAP may act immediately to address material breaches or hazards. Fee forfeiture and damages are subject to the agreement and applicable law.

28. Entire Agreement and Changes

These terms, the approved application, and expressly authorized written amendments form the vendor participation agreement. No vendor may independently change the terms. Modifications must be approved in writing. If a provision is unenforceable, the remaining provisions continue to the extent permitted by law.

29. Vendor Acknowledgment

By submitting a Gulf Coast Pride vendor application, the applicant confirms that they have read and understood these terms, acknowledge that submission does not guarantee approval, agree to the restrictions on political merchandise and displays, accept coastal-wind tent safety and minimum weight requirements where applicable, and assume responsibility for applicable tax, permit, licensing, insurance, safety, and cleanup requirements. GCAP may enforce this agreement in accordance with its terms and applicable law.

Issued by: Gulf Coast Association of Pride, Inc. Applies to: Gulf Coast Pride vendor participation unless superseded by an expressly disclosed event-specific written agreement Questions: info@gcpride.org | www.gcpride.org