



## 2023 Pride Day Vendor Terms & Conditions

Pride 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 Market Vendor to abide by any clauses set forth in this agreement of the 2023 GCAP Pride Day Festival gives The Gulf Coast Association of Pride (hereinafter known as GCAP) and/or the authorized agents of GCAP 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 GCAP for the right and privilege of participating as a Pride Marketplace Vendor of the GCAP Pride Day Festival.(4) No clauses of this agreement may be changed in any way or altered without the written, signed permission of GCAP.

1. GCAP agrees to provide each Market Vendor of the Pride Day Festival with a 10 x 10 or 10x20, or food truck space. Food vendors will be assigned space in the Pride Marketplace, all others are 1st come assignments. If the Market Vendor fails to appear at the festival by 11:00 AM, Central Time Zone, on the day of the event, GCAP 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 the GCAP Board.
2. Market Vendor agrees to obey all rules and instructions as directed by the Pride Marketplace Vendor Coordinators and the Gulf Coast Association of Pride Board of Directors 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 all fees paid to GCAP.
3. Market Vendor agrees and acknowledges that household pets, amplified sound, and 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 GCAP's permits and agreements with the City of Biloxi 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 all fees paid to GCAP. Further, Market Vendor may be subject to both civil and possible criminal liability under the rules and ordinances of the City of Biloxi.

4. Market Vendor agrees and acknowledges to abide by all directions by GCAP and the City of Biloxi, 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 GCAP, 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 GCAP to pay for the repair, replacement, or other remuneration to the City of Biloxi for such damage to the environs or infrastructure of a city park.
5. GCAP retains the exclusive rights to serve and sell all alcoholic beverages at all sites and operations of the Biloxi Pride Day Festival. Serving or selling any Alcoholic beverage by a Market Vender is prohibited. GCAP reserves the right to confiscate for the duration of the festival any alcoholic beverages being sold by Market Vendors. Any failure to strictly adhere to this GCAP policy may result in the immediate termination of this agreement and immediate forfeitures of all fees paid to GCAP.
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 Marketplace 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. GCAP 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 both is prohibited without written permission of the GCAP President Executive Director or their designee. Additionally, Market Vendor acknowledges and agrees that any material of an adult nature shall not 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. GCAP 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 conflict with a current GCAP sponsor. Any questions concerning current GCAP sponsors should be directed to the Board of Directors prior to the event.
9. Market Vendor shall not display, offer for view, or sell any illegal or contraband items. The laws of the State of Mississippi and local ordinances of the City of Biloxi and Harrison 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 all sites and operations of the GCAP PRIDE DAY 2023 Biloxi 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 "Biloxi Pride" "GCAP" or "Pride Biloxi". 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 for free or at cost without the written permission of the GCAP Executive Director or their designee.
  
12. Market Vendor acknowledges and understands that they are responsible for sales and use tax and must turn in completed vendor tax form before leaving the event. Market Vendor is required to give, at check in, a \$10.00 MS Tax form hold fee, this money will be returned after turning in MS tax form with payment. If Market vendor fails to turn in completed form after event this money will be reported to the State. Market vendor shall in no way hold the GCAP 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, all its employees and volunteers. No Market Vendor shall hold itself out as an Agent of GCAP.
  
13. Cancellations / Refund Policy: A 75% refund will be given with a written request received 60 days prior to event by May 1, 2023. A 50% refund will be given with a written request received between 30 days prior to event May 1, 2023, and No refunds will be given for any request received after May 1, 2023.
  
14. GCAP makes no representation or guarantees towards actual festival attendance.
  
15. Market Vendor understands that GCAP 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 GCAP harmless for any losses that could arise because of such event. GCAP does not refund booth fees due to weather, acts of God, acts of terrorism, or governmental intervention.
  
16. GCAP reserves the right to place Market Vendors in a booth location at the complete discretion of GCAP. GCAP shall have sole and complete authority to place the participant in any location contained in the Market Place, irrespective of the participant's request. GCAP makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the Pride Marketplace. GCAP cannot speculate, nor control, the popularity of one area of the festival over the other.
  
17. Market Vendors, upon vacating their booth space(s), will ensure that such space shall be free of 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. All trash must be taken to the dumpster and area must be free of any stains, such as grease. Failure to have booth area free of trash and/or stains, Vendor agrees to pay said cleanup expenses within 10 days after receipt of invoice for cleaning. The fee is \$1000.00
  
18. Market Vendor participant certifies that it maintains adequate liability insurance to cover 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 GCAP's insurance vendor. To obtain additional information, please contact GCAP. [info@gcpride.org](mailto:info@gcpride.org)

19. Pets and smoking of any kind (which includes, but not limited to e-cigs, vapes, Juuls, etc., are strictly prohibited under the pavilion grounds of the GCAP Pride Day festival Biloxi Pride Festival, per the City of Biloxi.
20. 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 Gulf Coast Association of Pride, Inc. for failure to have such information readily available for inspection by the Fire Marshal.
21. The Gulf Coast Association of Pride, Inc. reserves the right to refuse any applicant for any reason with or without cause.
22. By submitting your application as a vendor, you are agreeing to all terms, rules, and regulations, as it pertains to this event.

Approved by:  
Board of Directors  
Gulf Coast Association of Pride