



2019 VENDOR FORM

www.DowntownEastPoint.com
Contact: epmsavendors@gmail.com

The vendor portion of this event is produced in part by the East Point Main Street Association, a non-profit 501c4 entity.

EVENT DATE- 4th Wednesdays May – August

May 22nd, June 26th, July 24th & August 28th

EVENT TIME- 5pm to 8pm

EVENT LOCATION: Downtown Commons, 2757 East Point Street

1. **APPLICATION PROCESS-** The EPMSA accepts food vendors, general merchandise vendors, artists, nonprofit and promotional booths until the spaces are full. This application does not guarantee acceptance into the event. You will be notified via email of the status of the application within 2 weeks of receipt of the form. All correspondence must be via the email address- EPMSAVENDORS@GMAIL.COM. If you are not accepted to the event, your fees will be reimbursed to you within 30 days. **FOOD VENDORS: Please submit your proposed menu along with application. Selection will be based on this menu.**
2. **PAYMENTS-** We will not process any applications or reserve spots without payment. Preferred form of payment is by check or money order. A \$50.00 processing fee will apply to all returned checks, there are no exceptions.
***REFUND POLICY-** If you withdraw from the event 30 days or more prior to the date of the event, you will receive 75% of your fee. If you withdraw 29 days or less, there is no refund. All refund requests must be made in writing and submitted to EPMSAVENDORS@GMAIL.COM. Please state the reason for withdrawal.
3. **WHAT WE PROVIDE-** Your fee allows you participation in the event and a 10x10 space. Additional tents, electricity or other materials are NOT provided by the EPMSA unless specified within the application agreement below.
4. **WHAT YOU PROVIDE-** Each vendor is responsible for providing their own tent (EZ UP style/exhibition) to cover their spaces. Camping Tents are NOT permitted. White tents are preferred. It is a requirement that ALL vendors erect a tent. Cooking stations/grills are NOT permitted under a tent or covering at any time. Tables, chairs, electricity are available for additional charges and at a first come first served basis. Vendors failing to erect a tent, will be charged a fee of \$200.00, payable on demand, to rent a tent from the EPMSA. Failure to adhere to this requirement will result in dismissal from the event area.
5. **SIGNAGE/MENUS-** Vendor must provide 1 (one) professionally printed (no handwritten) menu to display prominently at the booth. **For safety reasons, signage may NOT extend out into the event area and must be confined to the 10x10 booth space provided.**
6. **BEVERAGE POLICY- ALCOHOLIC BEVERAGES** are NOT permitted to be sold by any vendor at any time that has not applied under the Special Alcohol Vendor Form and received written permission and proper permitting. There is no exception to this policy, which is also administered by the East Point Police Department and the State of Georgia. Violators of this policy will be immediately removed from the event by the East Point Police Department.
7. **HOLD HARMLESS- ALL VENDORS** will be required to fill out the waiver of liability agreement located at the bottom of this form. This form will cover all volunteers/employees/helpers of vendors. This form must be filled out in its entirety by every member of the vendors' team and must be submitted prior to the opening of the Event. Failure to provide this form will result in dismissal from the event grounds.
8. **GREASE/TRASH-** All food vendors are expected to provide a safe and suitable ground cover within their booth and under their cooking area for the absorption of grease. No grease or gray water is to be poured into or on the ground or down drains. It is the vendors responsibility to safely remove these liquids from the event site. If you are found to violate this rule, you will be asked to leave the event grounds and may be subject to City and County ordinances as it relates to the disposal of these materials.
9. **TRASH-** Vendors are expected to collect and properly bag all trash within your sales area. EPMSA representatives will collect properly bagged trash throughout and at the end of the event. Trash cans will be located throughout the event site and are NOT to be used by vendors at any time.
10. **INCLEMENT WEATHER POLICY-** This is a RAIN or SHINE event. **NO** refunds will be given to vendors should inclement weather halt the festival once the festival day has arrived or while the festival is in progress.
11. **PEDESTRIAN SAFETY** - Once the festival officially begins, vehicles are **prohibited** from accessing the festival site. In the case of inclement weather and should the EPMSA decide to shutter the event for safety, a plan will be enacted for vendor tear down. **NO VENDOR VEHICLES** are permitted to access the festival grounds for tear down until the East Point Police Department has determined that the site is clear of patrons.

LICENSE AND PERMITS: All vendors/exhibitors must comply with all applicable laws, event policies and regulations concerning their products, presentations, and conduct during the event. Non compliance will result in penalties and/or booth closure. EPMSA assumes no liability or responsibility for these requirements.



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APPLICATION DEADLINE: Two Weeks Prior to the Concert Date. *There is a \$25 late fee for applications received after this deadline-no exceptions.

Company/Booth Name: _____

Web Site: _____ Email: _____

Contact Person: _____ Contact Phone: _____ Alt. Phone: _____

Mailing Address _____ City: _____ State: _____ Zip: _____

Please List, in Detail, the products you intend to display/sell: _____

Select Your Booth Use:

___ **\$15.00 FOOD VENDOR** – Includes non-alcoholic beverages, frozen novelties, hot food and festival fare. **Along with your application, please submit your proposed menu, as well as, two color photos of your booth set-up.**

___ **\$20.00 GENERAL MERCHANDISE** – Hats, T-shirts, and novelties not made by you. **Along with your application, please submit two color photos of your booth set-up.**

___ **\$20.00 PROMOTIONAL BOOTH** – Includes marketing, candidate, and informational business booths.

___ **\$15.00 ARTIST**- Please remember that these must be your works of art/products handmade by you – Buy/Sell Merchandise is prohibited. If you display/sell items that are not you works of art/products handmade by you, you will not be allowed to participate. **Along with your application, please submit 3 color photos of your art, as well as, two color photos of your booth set-up.**

___ **\$15.00 COMMUNITY ORGANIZATION** – This includes churches, schools, and non-profit organizations (for information only).

You will be notified within 2 weeks of your acceptance into the event. Photos will NOT be returned.

Check all that apply:

Do you have a Business License ___YES___NO? If you do, please have it available at your vendor site.

___ **Will you be accepting Credit/Debit cards at your booth?**

Are you cooking on site with a grill or smoker or other cooking apparatus? _____ (grills are NOT permitted under or within an enclosure/tent)

Are you supplying a gas generator? _____ **Will you have a portable fire extinguisher** _____

Are you selling from a pull behind trailer? _____ If yes, what size? _____

Other special circumstances? _____

Equipment/Electrical Service Rental (please indicate quantities)

___ **Option 1- \$200:** (1) 6' long Rectangular Folding Table, 2 Folding Chairs

___ **Option 2- \$75:** Electrical service (per 15 amp outlet) (Vendor must supply approved UL listed outdoor extension cord. Indoor household cable is NOT permitted)

Please make checks payable and mail applications to:

East Point Main Street Association

RE: Wednesday Wind Down

P.O. Box 91274

East Point, GA 30344

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Please initial each item below (application will not be accepted if these areas are not initialed).

- _____ I understand that a tent is required. I will provide my own 10x10 "EZ-Up" style (no umbrellas or camping tents, etc.), "straight leg" (no "slanted" leg tents) tent (preferably white). All four corners of the tent must be properly weighted down for set-up on asphalt. If I show up without a tent or an inappropriate tent, a tent will be provided to me at an "on site" cost of \$200 payable immediately.
- _____ I understand that I am only assigned a booth "area" which is defined as 10'x10'. Therefore, I must provide my own tables, chairs, tents, lights and power unless I have indicated that I will rent these items on this application (tents aren't available for rent from EPMSA).
- _____ I understand that all booth spaces are pre-assigned by EPMSA; it is not "first come first served" on the day of the event. I understand that I will receive my assigned booth location when I check-in on the day of the event.
- _____ I understand that a specific mandatory "load in" time slot will be given to me around 1 week in advance of the event. If I show up later than the time assigned to me, I understand that I may be placed in a less desirable location due to timing constraints or I may be turned away and lose my vendor fee entirely.
- _____ I understand that all vendors must have their displays/booths up and operational at least 45 mins before the event begins. EPMSA representatives will be monitoring these set ups.
- _____ I understand that my booth is expected to be open from 5pm-8pm to maintain the integrity of the event. If I leave before 8pm, I will be prohibited from participating in future EPMSA events and I will forfeit all fees and earnings.
- _____ I understand that I am prohibited from selling alcoholic beverages without written permission by EPMSA.
- _____ I will provide, deliver and set-up my vending materials, and leave the booth area clean upon departure
- _____ I will not sell any materials that advertise the event or make representation of the EPMSA.

Please detach and each person working for or with the vendor must complete below form

Waiver of Liability and Hold Harmless Agreement

In consideration for my participation in the **Wednesday Wind Down in the Point** event, as a vendor, performer, provider of services and/or equipment or volunteer of the East Point Main Street Association, Inc.,

I, _____ hereby agree to indemnify and hold harmless, release, waive, discharge and covenant not to sue the East Point Main Street Association, Inc. or the City of East Point or the East Point Business and Industrial Development Authority, or any of the aforementioned entity's trustees, officers, agents, volunteers, staff, members, leaders, employees, sponsors, co-promoters, owners or lesser of premises leased or utilized by the East Point Main Street Association, Inc., from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or cost, including any court costs and attorney's fees that may be incurred, diseases, or injury, including death, that may be sustained by me, or to any property belonging to me, from any and all actions out of any accident, casualty and/or event which might happen while on the premises of or while on the premises being utilized by the East Point Main Street Association, Inc., while volunteering, participating, working or vending at the program and/or event listed above. I further understand that there is no Worker's Compensation or Accident Insurance furnished by the East Point Main Street Association, Inc. It is my express intent that this Release and Hold Harmless Agreement shall bind my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully and legally competent to execute this release agreement; and execute this release for full, adequate and complete consideration fully intending to be bound by the same.

Signature

Date

Printed Name

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