

Georgetown Pride Vendor Guidelines

Dates and Locations

Georgetown Pride holds events in multiple locations throughout the year. These events may have varying start/end times. There is a “rain or shine” policy. Failure to show (no-show day of event) will result in automatic loss of space assignment, deposits, and paid fees. (see our refund/cancellation policy for additional information). Please verify event dates, times, and locations when signing the Vendor Contract.

Vendor Operations

A. Set Up/Tear Down

- a. Vendors will be given a time slot to bring their booth items to the site for set up.
- b. All nonessential equipment, such as wagons, toolboxes, or dollies, must be hidden from sight or removed from the event area 30 mins prior to event start time. Set up must be completed and businesses must be prepared for transactions 15 mins prior to event start.
- c. Tear down of booths may not begin until the established event end time.
- d. For the safety of both vendors and event goers barricades will not be removed until 15 mins after the event end time.
- e. We ask that all vendors be completely clear of the event location one hour past the event end time.
- f. No display, decorations, or product may be placed outside the vendors designated area nor may it impede traffic in any way.
- g. Food trucks are required to protect the ground beneath their area, a minimum 3 feet perimeter around, to minimize damage to the concrete. In general, the idea is to provide a mat, bucket, tablecloth, tray, cloth, etc.
- h. Vendors are responsible for cleaning their booth space and removing any debris upon tear down. Note: Fees will be assessed and charged to those who do not do this.

B. Displays

- a. Visible warning signs should be posted if a booth contains items that are inappropriate for children (Visual depictions of breasts, genitalia, or sexual acts). Any complications resulting from failure to notify of inappropriate imagery is the sole responsibility of the vendor.
 - i. All adult products (any product intended for use in a sexual setting), including phallic or pornographic items must be covered with a non-translucent material
- b. No items that are/refer to hate speech (any action or statement that invalidates, creates discomfort, encourages negative action including but not limited to violence, belittling, or shaming any person or group of people).
- c. No items that are/refer to derogatory commentary (Comments pertaining to race, gender, religion, or any physical or intellectual variance).
- d. Vendors are responsible for clearly identifying all goods being sold in their booth.

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Georgetown Pride Vendor Guidelines

C. Code of Conduct

- a. No “kinkshaming”, “transphobia”, or any other form of discrimination against any individuals or groups will be tolerated.
- b. Due to the current political climate there may be protesters present at the event. If they in any way make you uncomfortable please contact security or an event organizer. Do not engage with them.
- c. Professional conduct is expected of all vendors. Disruptive behavior or intoxication will not be tolerated.
- d. No profanity (Swear words, derogatory “slurs”, and words used to discriminate against another individual or group).
- e. Failure to comply with all vendor guidelines can result in expulsion from the event with no refund.
- f. Vendors will work professionally, cooperatively, and reasonably with customers, staff, security, and volunteers.
- g. No illegal substances or weapons are allowed at any time.
- h. Vendor agrees to ensure any child (under the age of 18) accompanying vendor to the event will remain with vendor throughout the entirety of the event and will be supervised by vendor at all times while at the event.

D. Parking/Passes

- a. Vendor agrees to park all vehicles/trailers etc. in designated vendor parking areas only.
- b. The property owner reserves the right to tow a vendor vehicle and/or vendor trailer (at vendors’ expense) that is parked in an un-designated parking area.

E. Electricity

- a. The option for electricity may not be offered at all events. Please discuss these needs prior to signing the vendor agreement to make sure this accommodation can be met.
- b. If available, access to a standard 110 volt electrical outlet can be provided. All vendors using electricity will need to provide their own 100 ft. 12-gauge electric cord and surge protector. Any vendor requiring more than one standard 110 volt electrical outlet must communicate their electrical needs to and confirm if their electrical needs can be met.
- c. All Food vendors understands they must provide a backup generator(s) in the event their electric needs cannot be met at the event.

F. Internet Access

- a. Please come prepared to do business without Internet access or cell service. WiFi may or may not be provided by the venue. If WiFi is provided by the venue, it may be an additional expense. Internet access and cell coverage are not guaranteed.

G. Vender Accommodations

- a. Booth space is determined by which Tier was purchased at time of Sponsorship agreement. (Sponsors only)
- b. Vendors are to provide all their own items including tents, tables, chairs, shade structures, etc..

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Georgetown Pride Vendor Guidelines

- c. All shaded structures must be supplied by the vendor and MUST be anchored with weights, sandbags, etc... No ground penetrating anchors are permitted.
- d. Service animals are welcome. Any animals are the sole responsibility of their owner and any legal or financial issues that may arise from the presence of the animal is the sole responsibility of the owner.
- e. Security will be present throughout the event as a precautionary measure for physical safety only. Vendors are responsible for securing their own booths and loss prevention of their merchandise.

Policies and Regulations

A. Regulatory Requirements

- a. All vendors are responsible for obtaining any required license or permits for participation in the event and all food handlers must have a current food handlers permit and proof must be available upon request.
- b. A copy of the food service license to operate must be displayed in a visible location.
- c. Any adult beverage sold on-site is the responsibility of the seller and must require proof of liability insurance upon application.
- d. All vendors must comply with the Williamson County and Cities Health District rules and regulations. All food trucks must have a current inspection sticker from the Williamson County and Cities Health District (WCCHD) AND the Georgetown Fire Department (GFD). The WCCHD can be reached at 512-248-7620 or 512-943-3600. The WCCHD Website is: [Food & Beverage Establishment Permit Info](#). The GFD, Fire Inspector/ Licensed Inspections Officer, Cory Jolly can be reached at Cory.Jolly@Georgetown.org or 512-930-6640.
- e. Any fines or fees incurred by the vendor due to a failure to obtain proper permits or license are the responsibility of the vendor and not GeorgetownTX Pride.
- f. No guests will be allowed to shop in vendor booths before the event opens.
- g. Vendor will be responsible for assessing and collecting all taxes from customers including the appropriate city, county, and state sales taxes on products sold as required by the Texas Tax Commission. A Texas resale tax permit number is required. Georgetown Pride is not responsible for collecting sales tax for Vendors from customers. For more information about a resale tax permit go to the website at <https://comptroller.texas.gov/taxes/sales/> or call 1-800-252-5555. It should be noted that all vendors will be reported as attending the event and sales tax was collected by the vendor throughout the event.

B. Refund/Cancellation Policy

- a. Cancellation of vendor reservation for an event less than the 90th day but before the 30th day of the event will be issued a 50% refund.
- b. Cancellation of vendor reservation for an event less than the 30th day of prior to the event will be issued 25% refund.

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Georgetown Pride Vendor Guidelines

- c. Cancellation of vendor reservation less than the 30th day prior to the event, or fails to show on the day of the event no refund will be issued and their spot will be donated to a non-profit organization.
- d. No refunds will be issued for early departure, weather conditions, complications, or expulsion from the event.
- e. An additional fee of \$50.00 will be charged to any space that requires Georgetown Pride volunteers to remove litter or clean a booth space after a vendor's departure.

C. Liability and Indemnification

- a. Georgetown Pride reserves the right to refuse admittance to any vendor without explanation, reasons may include but are not limited to:
 - i. A vendor with similar products has already been accepted
 - ii. All booth spaces have been reserved
 - iii. Vendor is affiliated with a group or organization that has caused harm or discriminated against the community.
- b. Georgetown Pride, in respect for diversity, will not discriminate based on gender, gender identity, race or religion during the vendor selection process, however, to ensure no further harm to the community, individuals and organizations may be asked to submit further information during the selection process.
- c. The Vendor is solely responsible for damages or liabilities resulting from the private dealings with any helpers, customers and sale of unsafe or unsound goods.
- d. Georgetown Pride is not responsible for damages or personal injury resulting from the use of umbrellas, tables, tents and other devices used in conjunction with the vendor's booth. Neither Georgetown Pride nor the owners of the property where a Georgetown Pride event takes place assumes any responsibility day or night to ensure the safety of Vendor's property, goods and consumables from damage, theft, fire, malicious mischief, accident, loss of electricity, weather related incidents, or other.
- e. The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge Georgetown Pride, its volunteers/representatives, from all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Vendor's participation, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Georgetown Pride, its volunteers/representatives.

D. Merchandise and Promotional Material Limitations

- a. Vendors are prohibited from distributing any promotional material at an event without prior Georgetown Pride written approval. Failure to comply could result in a fine or removal from the event should Vendor refuse to comply.
- b. The vendor expressly warrants that the goods sold to any customer is what the vendor represents they are and is solely responsible for any dissatisfaction of goods purchased from its booth.

E. Compliance

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Georgetown Pride Vendor Guidelines

- a. Vendor understands that arriving at a time other than their assigned check in time could result in a delayed check in and loss of unloading services. Vendors are expected to be open and ready at the start of the event regardless of arrival time.
- b. Georgetown Pride reserves the right to assign Vendor locations on a first come, first serve basis. We will work to accommodate the needs of all Vendors, we reserves the right to make the final decision and the Vendor agrees to be subject to the location decisions made by Georgetown Pride. Vendors may not transfer or sublease the booth to another vendor or share assigned space with a vendor unless it is approved by Georgetown Pride. Additional vendors are required to submit an application and be approved by Georgetown Pride prior to selling goods at the event.
- c. All approved vendors must sign and return a vendor contract prior to participating in the event.
- d. Vendor shall be solely responsible for ensuring the items sold and marketed for sale at the event are appropriate for sale under all applicable local, state, and federal laws and regulations. Vendor shall not sell or market for sale any item that infringes on the rights of a third party, including but not limited to, items that violate copyrights, trademarks, patents, trade secrets, publicity, or privacy rights of third parties. In the event of any claims of infringement as a result of Vendor's acts or omissions, Vendor hereby agrees to defend, indemnify, hold harmless, release, waive and forever discharge Georgetown Pride, its volunteers and representatives against any claims of infringement.

F. Contract Acceptance

The Vendor agrees that unless and until Georgetown Pride accepts the Vendor contract, it shall not be binding. If and when the contract is accepted the vendor will receive a confirmation email confirming payment and acceptance and shall become binding. Pursuant to the terms of this contract, the Vendor has read, understands, and agrees to be bound by the above referenced terms as a Vendor participant in a Georgetown Pride event. Georgetown Pride reserves the right to cancel the vendor contract up to 7 days prior to the start of the event if so determined to be in the best interest of the event. Georgetown Pride will return all fees collected from approved vendor within 30 days of notice of cancellation. I certify that I agree to abide by all Georgetown Pride event rules, policies, and guidelines. My signature below certifies that I have read, understand and agree to abide by all the rules, policies, regulations, and guidelines set forth by Georgetown Pride.

Vendor Name: _____

DATE: _____