

Premier Events Food Vendor Agreement

Atlanta Pride 2025

FOOD VENDOR RULES AND REGULATIONS

All Food Vendors must adhere to the following rules and regulations. Premier Events (PE) has the full power to interpret and enforce these rules, conditions and regulations, and the power to make reasonable amendments thereto and to make such further reasonable rules and regulations necessary for the proper conduct of a safe, clean, well-regulated, and attractive Event.

SPACE: Vendors will be assigned a location and cannot extend beyond their assigned footprint.

MENU: Food trucks and food vendors are only allowed to sell items submitted on their application and approved by Premier Events. Any amendment to the approved menu- including pricing- must be approved by Premier Events prior to the festival.

POS SYSTEM REQUIREMENT: All menu items will be entered into a festival provided point-of-sale system. Every transaction- including cash and credit cards- MUST be run through the system.

(a) Premier Events (PE) has been hired as the official Event concessionaire (the "Concessionaire") who will be the exclusive payment processing provider of the Event. The Vendor will use Concessionaire's point-of-sale system ("Event POS") and payment processing and reporting services for all payment transactions, including cash payments, conducted by the Vendor at the Event. Vendor will not use any other point-of-sale systems at the Event.

(b) Premier Events will provide the Vendor with the Event POS system, and input the Vendor's inventory, as provided by the Vendor, into the Event POS. Vendor acknowledges that: (i) PE is using a third-party payment processing company to process payment transactions from sales at the Event; and (ii) the Event POS is, and will remain, the property of Concessionaire or third parties who have granted Company and PE the right to license the Event POS; and (iii) Vendor will have no rights or interests to the Event POS except the right to use the Event POS as stated in this Agreement. This Agreement authorizes Vendor to use the Event POS only for its own internal operation and only for Vendor's sales at the Event in accordance with the terms and conditions of this Agreement. (c) Concessionaire will process all payment transactions conducted by the Vendor using the Event POS and receive a service fee ("POS Service Fee") of 5.5% on all non-cash proceeds, including credit card, debit card, and gratuities received by the Vendor. No later than 10 days after the Event, PE will remit all non-cash Vendor sales proceeds less the POS Service Fee and any remaining commissions due. The Vendor is solely responsible for paying any applicable taxes in connection with the Vendor's sales at the Event. Vendor owns no customer data in connection with the transactions conducted by the Vendor on the Event POS. (d) The Vendor will use the specified amount of Event POS tablets provided to Vendor as requested and approved. Upon the completion of Vendor's Services, the Vendor will return the Event POS in the same condition as originally received from PE, normal wear and tear excepted. Food Vendors will conduct sales of products or goods direct with the Event consumers. Food Vendors must furnish their own cash bank. Taxes are the responsibility of each Food Vendor individually.

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BEVERAGES: Vendors are allowed to sell non-commercial beverages only. Examples are iced tea and lemonade. **Vendors MAY NOT sell bottled products such as soft drinks or bottled water.**

TENTS, EQUIPMENT, AND PRESENTATION: Tents must be made of flame retardant material and have the flame retardant certification sewn into the tent fabric or vendor must supply proof of flame retardant to fire marshals upon request.

Food Vendors are expected to furnish their own tent, tables, decor, equipment, and supplies. Tents should be clean and in good repair and all equipment and supplies should be neat and clean. All signs and banners should be clean and not cracked or faded. Carnival tactics, the use of public address systems or other similar activities by the Food Vendor shall not be allowed. Food Vendors may not sublease any part of their space or participate in any third-party advertising or third-party promotions or display third party signage at their booths.

FLOORING: Food Vendors must put down non-porous flooring to cover booth area. We recommend plastic tarp covered with roofing paper. Grease spills will be the responsibility of the Food Vendor to clean and may also result in a fine or additional cleaning fee.

GREASE AND GREY WATER: Nothing can be poured onto the grass or down storm drains including grease or gray water. If the event is not able to contract Grease and Grey Water services, it will be the vendor's responsibility for the safe removal. Any violation of this could result in immediate expulsion from the festival, and possible fines from the City of Atlanta. Food Vendors must furnish in-tent trash cans and must bag all trash and breakdown boxes for pickup by the festival cleaning crew. **Vendors MUST take used grease away at the end of the festival. Any vendor found in violation of this will forfeit participation in future festivals through Premier Events.**

ELECTRICITY: Vendors will be provided with 2 (two) - 120v/20amp dedicated circuits. Additional power should be requested in writing and if approved, additional fees will apply. Vendors need to supply their own power strips and extension cords.

PROPANE TANKS: Propane tanks must be properly secured and must comply with fire safety regulations.

FIRE EXTINGUISHERS: All food trucks and vendors with deep fryers must have K-type fire extinguishers with current service tags. Food trucks and vendors without deep fryers must have fire extinguishers with current service tags which comply with fire safety regulations.

WEATHER: The festival will take place rain or shine and approved vendors agree to be present during festival hours despite weather conditions. Tents and banners should be properly weighted to withstand wind gusts and heavy rain. Atlanta Pride is a rain or shine event. The Food Vendor agrees that in the event of acts of God, storms, floods, high winds, gales or hurricanes that neither Premier Events nor any of its employees or agents shall not be responsible for loss, damage, third party damages, claims or loss to property, persons or vessels. It is the Event Management's sole and absolute discretion to order an evacuation of the Event, or to take necessary steps to protect public health and property in the event of an act of God, hurricane, or the issuance of a severe weather warning for Atlanta or its environs by the National Weather Service.

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ACTS OF GOD: Premier Events and its affiliates shall have no liability whatsoever for damage, of any nature, to any person, matter, or thing resulting from storm wind or water, or other acts of God, or imminent threat thereof, nor from fire, strikes or lockouts.

INDEPENDENT CONTRACTORS: Approved Food vendors and Food Trucks are independent contractors of the festival and have complete supervision and control of their operation and employees. As independent contractors, vendors are responsible for reporting retail sales and paying their own state and federal sales taxes.

PAYMENT: This is an upfront fee applied toward a % of sales commission event. The upfront fee will be charged to accepted vendors 3 weeks prior to the event. This fee will be the minimum amount due to the festival. Any remaining amount due back to the vendor will be paid within 14 days of the festival conclusion. Please email Rob@premiereventslive.com with any questions.

CANCELLATION: If Vendor notifies PE in writing of their intent to cancel before Oct. 1st, vendor shall be entitled to receive a 50% refund of their fee. If PE receives notice after Oct. 1st, no refund will be issued. **EVENT MAPS/VENDOR LOCATIONS:** PE will make Food Vendor location assignments approximately two (2) weeks prior to the event. Space assignment priority will be given based upon date of receipt of down payment as well as type food being offered. If you have a special request for your booth location, please send us a message through Eventeny or email rob@premiereventslive.com and we will make best efforts to accommodate your request. PE reserves the right to make modifications to the layout of the exhibit area if circumstances warrant, at its sole discretion. Food Vendor area must be confined to the space contracted and provided. Food Vendor space must not obstruct other exhibits or walk paths.

LIABILITY: The Food Vendor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save Premier Events, LLC, Phoenix Concessions, LLC, and the Atlanta Pride Committee against any and all claims, losses and damages to persons or property and attorney's fees arising out of or caused by Food Vendor's installation, removal, maintenance, occupancy or use of vending space. In addition, the vendor acknowledges that Premier Events, LLC, The City of Atlanta, and Atlanta Pride Committee do not maintain insurance coverage covering Food Vendor's property and it is sole responsibility of the Food Vendor to obtain such insurance, including, if desired business interruption and property damage covering losses by the Food Vendor. Responsibility of the security of a Food Vendor's area, products and property rests solely with the Food Vendor.

INSURANCE: All food vendors are required to provide Premier Events proof of insurance for \$1,000,000.00 Liability coverage (and needs to cover days of the event). You will be required to name Atlanta Pride Committee, City of Atlanta, Premier Events, LLC, and Phoenix Concessions, LLC as additional insured. Please upload Policy or email to rob@premiereventslive.com. No vendor will be allowed to load in until insurance accord is received.

CONTACT: For more information about the 2025 Atlanta Pride vending, please contact Premier Events by E-mail: Rob@premiereventslive.com