

# Fairburn Third Fridays on Main Street Application

City of Fairburn Economic Development Dept.

# 2021



City of Fairburn  
56 Malone Street, Fairburn, GA 30213  
770-964-2244 x 134  
jaberry@fairburn.com



## Vendor Information

# Rules & Regulations Agreement

(This form must be signed and returned with application)

### Vendor Regulations, Setup, and Parking Procedures.

We appreciate your cooperation in following these rules and procedures.

PLEASE NOTE THERE ARE **NO EXCEPTIONS** TO ANY OF THESE RULES OR PROCEDURES.

- You are prohibited from playing music. *However, we have entertainment planned throughout the event.*
- All vendors must be set up on Friday by 6:00 PM.
- All supplies/materials must fit within your reserved space.
- Vendors must move and park in the designated parking area as soon as they unload.
- You **cannot** break down your booth before 9:45 PM.
- The City will provide one tent, one table, one tablecloth for the event. All other table needs are the responsibility of the vendor.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **GENERAL INFORMATION FOR ALL EXHIBITORS**

### **APPLICATION**

Each application must include three (3) numbered and labeled visuals (slides/mailed jpegs/photos) representing items for sale.

### **FEES**

The cost for vending is \$40.00. Each application must include a check payable to the City of Fairburn for the space rental fee (per 10x10 space). Deposited checks that the bank returns will void entry into the exhibition. The City will charge a \$36.00 return check fee-only one space allotted per vendor.

### **VENDORS' RESPONSIBILITY**

Exhibitors shall be liable for delivery, handling, construction, and removal of their display and materials. An attendant must be present in the booth at all times during the event. Spaces are not transferable and cannot be partially or totally subleased. All fire codes, laws, ordinances, and regulations pertaining to health, fire prevention, and public safety shall be strictly obeyed and enforced. No alcoholic beverages of any type are allowed during the event. Exhibitors are responsible for collecting and reporting their State Sales Taxes. Exhibitors must have insurance on their exhibits. Exhibitors must purchase their insurance at the exhibitor's expense. City of Fairburn/Fairburn Third Fridays on Main Street, the Economic Development Department, assumes no responsibility for personal injury or property loss. Exhibitors must notify the City of Fairburn/Fairburn Third Fridays on Main Street in writing of their cancellation of Event participation at least 30 days before the event. Fees or deposits after that date will be forfeited.

### **ADDITIONAL REQUIREMENTS**

Tables must be skirted on three (3) sides. Exhibitors should provide customers with a receipt of purchase. All items must be priced clearly. Only one space is allotted per exhibitor. **Garage sale items are not allowed.**

### **ELIGIBILITY**

Exhibitors must use rented space only for showing and selling merchandise. All merchandise will be correctly represented and priced. Fairburn Third Fridays on Main Street reserves the right to request exhibitors to remove from their booth any item(s) which is not in keeping with the image of the event, which is a family event.

### **CANCELLATION:**

Vendors are required to provide a minimum of 72-hour notice of cancellation by email to [jaberry@fairburn.com](mailto:jaberry@fairburn.com) if they cannot attend the event. Failure to properly notify The Third Fridays on Main Street committee within 72 hours may forfeit future participation at events.

*A completed application is a contract to exhibit and abide by all rules and regulations outlined in this application and subsequent notifications. By signing this application, the exhibitor agrees to hold the City of Fairburn/Fairburn Third Fridays on Main Street, the Economic Development Department, and its volunteers harmless for any and all losses, expenses, demands, and claims against the City of Fairburn. Fairburn Third Fridays on Main Street sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from any activities related to the event. The exhibitor certifies that the information given is true and correct. The exhibitor authorizes the use of pictures for publicity purposes.*

# Fairburn Third Fridays on Main Street Vendor Application

Vendor Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Names of authorized personnel to sell your product: \_\_\_\_\_

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## **Vendor Category (check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Food          | <input type="checkbox"/> Jewelry         |
| <input type="checkbox"/> Baked Items   | <input type="checkbox"/> Clothing        |
| <input type="checkbox"/> Concession    | <input type="checkbox"/> Oils / Perfumes |
| <input type="checkbox"/> Arts / Crafts | <input type="checkbox"/> Other           |

List other: \_\_\_\_\_

Please provide a brief detailed description of your merchandise.

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Checks or money orders should be made payable to ***The City of Fairburn.***

**Mail to:** The City of Fairburn – Third Fridays on Main Street, 56 Malone Street, Fairburn, GA 30213, or hand-delivered.

**QUESTIONS:** Call 770-964-2244, Ext. 125, email [jaberry@fairburn.com](mailto:jaberry@fairburn.com) or visit [www.fairburn.com](http://www.fairburn.com).



# Fairburn Third Fridays on Main Street Vendor Application

**Participation & Indemnity Agreement:** The exhibitor is seeking approval to participate in the Fairburn Third Fridays on Main Street by submitting this application.

## RELEASE OF LIABILITY AND WAIVER AGREEMENT

### I AGREE TO THE FOLLOWING:

In consideration for my participation in any of the following items including, but not limited to, the events, projects, programs, socials, and the like in association with or for the City of Fairburn, as a vendor, performer, provider of services, and/or equipment, volunteer, or member (serving on a committee), I, \_\_\_\_\_ hereby agree to indemnify and hold harmless, release, waive, discharge and covenant not to sue the City of Fairburn, its trustees, officers, agents, volunteers, staff, members, leaders, employees, sponsors, co-promoters, owners or lessors of premises leased or utilized by the City of Fairburn, 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 City of Fairburn, 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 City of Fairburn.

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 agreement, I acknowledge and represent that I have read the preceding Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; 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 competent; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Business Name \_\_\_\_\_

## INDEMNITY AGREEMENT

I, (print name) \_\_\_\_\_, AGREE TO THE FOLLOWING:

The use and reproduction of any and all photographs and/or video clips taken of me in any form whatsoever for use in the City of Fairburn Parks and Recreation newsletter, brochures, flyers, on the County and department websites, and in any other publications produced for the City of Fairburn. The use of my name in any form whatsoever for use in the City of Fairburn newsletter, brochures, flyers, on the city and department websites, and in any other publications produced for the City of Fairburn.

I have read this document and am fully aware of the content and implications, legal and otherwise

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Business Name \_\_\_\_\_

## OFFICIAL USE ONLY

Approved: \_\_\_\_\_ Fees Paid \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

Denied: \_\_\_\_\_ Reason: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_