

Fairburn

Third Fridays on Main Street

2023 Application

Fairburn

Third Fridays
on
Main Street

City of Fairburn Economic Development

City of Fairburn Economic
Development Department
56 Malone Street, Fairburn, GA
30213 770-964-2244

Fairburn 
Situated to Succeed



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.

- Vendors are prohibited from playing music. *However, we have entertainment planned throughout the event.*
- All vendors must be set up on Friday between 2:00PM - 5:00 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.
- Vendors cannot break down your booth before 9:45 PM.
- The City will provide one tent 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/emailed jpegs/photos) representing items for sale.

FEES

The cost for vending is \$80.00. Each application must include a check payable to the City of Fairburn for 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

Vendors 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. Vendors should provide customers with a receipt of purchase. All items must be priced clearly. Only one space is allotted per vendor. **Garage sale items are not allowed.**

ELIGIBILITY

Vendors 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 vendors to remove from their booth any item(s) that is not in keeping with the event's image, which is a family event.

CANCELLATION:

Vendors are required to provide a minimum of 72-hour notice of cancellation by contacting the Economic Development Department at 770-964-2244, if vendor 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 vendor 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 vendor certifies that the information given is true and correct. The vendor authorizes the use of pictures for publicity purposes.

UNFORESEEN INCLEMENT WEATHER AND COVID-19

In the instance that an event must be canceled due to weather, the City of Fairburn / Third Fridays on Main Street, Economic Department will make every effort to ensure timely communication. As inclement weather is beyond our control, we do not assume any responsibility for the loss of revenues. Vendors will be advised of cancellation and assume all associated risks. They will be provided a rain date; however, no monies will be returned.

In circumstances where COVID-19 related impacts cause the cancellation of an event, vendors will be allowed to return to the next event at no additional charge. As with inclement weather, such instances are beyond our control and are an assumed risk

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: _____

Vendor Category (check all that apply)

- Food Jewelry
 Baked Items Clothing
 Concession Oils / Perfumes
 Arts / Crafts Other

List other: _____

Please provide a brief detailed description of your merchandise.

Checks or money orders should be made payable to *The City of Fairburn*. Third Friday Events
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 or email the Economic Development Department.

Sylvia Abernathy -Director: Sabernathy@fairburn.com

Shayna Riddle - Administrative Assistant: Sriddle@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: