

Date Received \_\_\_\_\_

Check # \_\_\_\_\_



## 2023 ELEGANT Elf VENDOR CONTRACT

This 2023 Elegant Elf Marketplace Vendor Contract Agreement (“Agreement”) is between The Sandy Springs Society (“Event Management”) and Vendor as named below:

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

1. Vendor agrees to abide by all rules and regulations as outlined in the agreement and any other rules and regulations the Event Management might deem necessary and proper for production and conducting of The Elegant Elf Marketplace (“Event”), and upon notice to Vendor, all said rules and regulations shall become part of this Agreement and binding on the parties hereto.
2. Only items listed on Vendor’s 2023 Elegant Elf Marketplace Vendor Application can be sold at the event. Vendor must be present at Vendor’s booth throughout the Event.
3. Event Management has control over the quality of items accepted for sale and reserves the right to limit sales of similar type.
4. No exhibit, sales presentation or use of Vendor’s booth by Vendor will be permitted that interferes with the use or appearance of other vendors, impedes access to other vendors’ booths, or impedes the free use of aisles at Event.
5. Vendor and its representatives must confine within Vendor’s booth all activities relating to Vendor’s sales presentation. Any promotion must be limited to Vendor’s booth without express permission otherwise from Event Management.
6. It is the sole responsibility of Vendor to comply with all copyright restrictions relating to any materials used in Vendor’s booth.
7. It is the sole responsibility of Vendor to collect the appropriate sales tax on all sales.
8. Once the Event has officially opened, Vendor may not deliver to or remove of any portion of Vendor’s booth or exhibit without express permission of Event Management.
9. Move-in times and load-in door will be assigned by Event Management. Vendor agrees to comply with said schedule.
10. Event Management cannot guarantee but will make reasonable efforts to accommodate all requests from Vendor.
11. Vendor’s booth and exhibit must be ready by 8:30 am on Saturday. Vendor’s booth must be open from 9 a.m. to 5 p.m. Saturday and 10 a.m.-5 p.m. Sunday. Vendor’s booth and exhibit must remain intact and fully staffed until the Event closes at 5 p.m. Sunday. Booth dismantle and load-out will begin at 5:01 p.m. Sunday and should be complete on or before 7:00 PM Sunday.
12. All trash, papers, boxes must be placed in a designated area or carried away by Vendor.
13. Event Management shall allocate and assign specific space or booth to Vendor, in its sole discretion.
14. Event Management will furnish Vendors with admission credentials or badges for Vendor and one helper. One additional set of credentials may be requested. Badges must be worn at all times.

Only Vendors and personnel with proper credentials will be allowed in the Event site (Sandy Springs Performing Arts & Conference Center) on set up day and prior to the published opening hours of the Event on the days of the Event.

15. Event Management will provide security throughout the duration of the Event, but at no time shall Event Management be responsible or liable to Vendor for loss of property or other injury in the event of a failure in such security. Event Management at no time assumes responsibility for damage to, or theft of, or contents of automobiles, trailers, or other vehicles or containers parked around or near the Event site or in the designated Vendor parking area.
16. Vendor is charged with the knowledge of all laws, ordinances, and regulations pertaining to public safety while participating in the Event. Compliance is mandatory and the sole responsibility of the Vendor.
17. Vendor agrees to waive any claims for damages, except for the return of Fees as defined in paragraph 21 below, if for any reason the Event is cancelled, or interrupted, in whole or in part.
18. Vendor agrees it will not hold or attempt to hold Event Management, the Event site (Sandy Springs Performing Arts & CC) and/or members, operators, employees, or affiliates of Event Management or the Event site ("Operators") responsible for any losses or injuries sustained by Vendor or Vendor's employees or affiliates at the Event or during Event set up or booth dismantle and load-out, including without limitation loss, theft, fire, destruction, or damage in any manner or nature to any of Vendor's property, or personal injury or death ("Losses"). Vendor's signature on this Agreement expressly releases Event Management, the Event site and/or Operators from any and all Losses.
19. Any disputes arising under this Agreement will be decided in accordance with the laws of the State of Georgia.
20. Vendor agrees that any photographs of work submitted with Vendor's 2023 Elegant Elf Marketplace Vendor Application or taken at the Event may be used by Event Management to publicize the Event.
21. Payment of the complete cost of the booth requested by Vendor ("Fees") is required with the submission of this Agreement, unless Event Management has agreed to other arrangements. All Fees are non-refundable except as specified in paragraph 17 above.
22. Event Management's acceptance of Vendor's 2023 Elegant Elf Marketplace Vendor Application, Vendor's payment of Fees and the parties' signatures upon this Agreement shall collectively constitute a lease of Vendor's booth space as assigned by Event Management.

**I understand and will abide by this Agreement:**

**The Sandy Springs Society ("Event Management") by its authorized representative:**

**Susan Sutterfield, Vendor Chair**

**Susan Sutterfield**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Vendor name and signature**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Application Fee \_\_\_\_\_ \$25.00 (separate check)

Booth size \_\_\_\_\_ @\$ \_\_\_\_\_ (specify size and prime corner, if desired)

Table(s) needed \_\_\_\_\_ @\$20.00 each

Electricity  
needed \_\_\_\_\_ (knowing this helps us with booth layout)

**Total enclosed for Application Fee and Booth Fees \$ \_\_\_\_\_ (2 checks)**