

# **PRIDE-SWFL 2011 VENDOR AGREEMENT**

**Sunday, October 9, 2011 – 2:00 – 6:00 PM (Rain or Shine)  
Alliance for the Arts, 10091 McGregor Blvd., Fort Myers, FL 33919  
Theme: “Coming Out With Pride”**

## **Terms and Conditions for all Organizations and/or Vendors**

All organizations, exhibitors, businesses and/or sponsors (hereinafter “Vendor”) agree to abide by the following terms and conditions for the Pride 2011 Festival as presented by Pride-SWFL Inc.

Participants will be in the public eye as representatives of the Gay, Lesbian, Bi-Sexual or Transgender Community (GLBT) or as a supporter of the GLBT community. All participants must act in good faith, dignity and respect to the other businesses and individuals they may encounter, and respect the facilities and grounds and leave them in the same condition as found. Pride-SWFL Inc. welcomes participation of groups and/or organizations whose members who may have disabilities. Please advise Pride-SWFL Inc. of any special needs that your members may need in advance and everything possible will be done to accommodate them.

- 1) By signing you signify agreement to comply with all terms and conditions set forth below.
- 2) Space will not be considered booked if terms or conditions are not met.
- 3) Agreements are not considered final until full payment is received for items as requested below.
- 4) Checks presented for payment that are returned un-collectable for any reason, will be subject to current Florida statutes concerning this matter and may include, and not be limited to, the retention of attorneys fees, collection fees, etc.
- 5) No displays over four (4) feet in height or extending beyond the assigned space are permitted without the explicit written permission of the Pride-SWFL Inc.
- 6) All business or other activity for which the vendor has rented space must be conducted within the designated booth area only. Distribution, layout, or hanging of any items outside the designated booth area is not permitted without written permission of Pride-SWFL Inc.
- 7) All vendor locations will be assigned prior to the event. Failure to adhere to assignments could result in forfeiture of participation in future events and may be requested to leave with no refund.
- 8) Loud music, amplified voices, squawk boxes, or any other type of sound amplification is not permitted. No generators will be permitted without PRIOR written permission of Pride-SWFL Inc.
- 9) For safety and due to fire regulations, no open flames or burning items are permitted by vendors.
- 10) Table decorations will be left up to the vendor, however all material deemed offensive by Pride-SWFL Inc. will not be permitted to be sold or displayed. Any vendor refusing to remove such material may be requested to leave. No table skirts will be provided. All boxes and/or packing material are to be stored out of sight.
- 11) All vendors are required to be open by 1:45 PM and remain so until closing at 6:00 PM. Early closure without cause may result in forfeiture of participation in future events.
- 12) Vendor set up is from 12:00 Noon until 1:45 PM. All vehicles must be moved away from the festival area by 1:30 PM. (Vendor parking will be clarified prior to the festival)
- 13) Vendor “tear down” will be from 6:00 PM until 7:00 PM; all vendors are required to clean their areas prior to exit.
- 14) No food or beverage may be sold OR distributed as samples by a vendor without written permission of Pride-SWFL Inc. Sale of food or beverages could result in the forfeiture of participation in future events. Insurance requirements may apply.
- 15) It shall be the responsibility of vendor to record and/or pay any appropriate taxes and/or fees as set forth by the State of Florida. Pride-SWFL Inc. may submit a list of participating vendors to the State of Florida Department of Revenue and assumes no responsibility whatsoever for collecting or remitting taxes and/or fees of any kind that may be due from vendor.
- 16) Dogs and pets of any kind are not permitted with the exception of service dogs. Service dogs may not be on a leash more than six feet (6’) in length.

- 17) All personal property of vendors is the sole responsibility of the vendor. Pride-SWFL Inc. is not responsible for lost, stolen or damaged property.
- 18) The possession and/or use of illegal drugs or contraband are strictly prohibited and will be promptly reported to local authorities.
- 19) Promotional giveaways must be approved in advance in writing by Pride-SWFL Inc.

**Pride Vendor Participation**

- 1) Exhibition space is on a “first come – first served” basis; confirmation is based on receipt of funds and receipt of completed agreement.
- 2) Electrical access cost is listed below, is in limited quantity and on a first reserved basis.
- 3) Outdoor vendors may provide their own tent, but may NOT cause any damage of facilities such as sidewalks, asphalt, streets, poles or anything else in the securing of their tent. Vendors that provide their own tents, assume all responsibility and liability of the tent and releases Pride-SWFL Inc. and it’s representatives from any liability.
- 4) Non-profit organizations are requested to provide at time of application and payment, a full legible copy of the State of Florida tax exemption certificate.
- 5) Non-profit organizations may provide a written request to the Pride-SWFL Board of Director’s to waive event registration fees with full explanation for request; event space fees can not be waived.
- 6) A meeting of all vendors may be held one evening within a week prior to the event. All vendors are requested to be present or have a representative present. Vendors unable to attend must provide Pride-SWFL Inc. a valid email address for which final vendor information may be forwarded prior to the festival.
- 7) Vendors will receive two (2) passes for the event. All other participants with vendor will be requested to pay for general admission donation.
- 8) Pride-SWFL Inc. does not guarantee that the product you sell will not be duplicated by another vendor, but does reserve the right to limit the number of “like-kind” vendors.
- 9) Pride-SWFL Inc. reserves the exclusive right to be the only entity to sell merchandise that shows, represents, or contains the “Pride-SWFL, Inc - Bird Of Paradise” logo.
- 10) Fees are non-refundable or exchangeable.
- 11) Vendors will be provided with approximately 30” X 96” inches of table space and two (2) chairs.

Vendor Rate Structure:	<u>Event Registration – ALL VENDORS</u> _____ X \$25.00
	<u>Full Table Space 30” X 96”</u> _____ X \$25.00 (Min. option) Includes 30” X 96” table & two chairs For outdoor UNCOVERED 10’ X 10’ space OR for Vendors with their OWN 10’ X 10’ tent
	<u>Extra Chair</u> _____ X \$5.00
	<u>Covered/Tented space – 10’ X 10’</u> _____ X \$75.00 (Tent only – in addition to full table space above)
	<u>Electrical Access</u> _____ X \$20.00 Very LIMITED quantity; first paid = first reserved
	<u>Total Payment:</u> _____ USD (Minimum \$50.00 per space)

**Pride Vendor Waiver of Responsibility**

For good and valuable consideration, including permission for the signer to participate in the Pride 2011 Festival to be held Sunday, October 9, 2011 and related activities, I, the signer for myself and for my group, including all successors, assigns, guardians, heirs, administrators & personal representatives:

- 1) Agree that prior to participating in the Pride 2011 Festival, I will inspect the facilities and equipment to be used, and if I believe any of them to be unsafe, I will immediately advise the appropriate event representative.

- 2) Assume any and all risks of personal injuries to my group and myself, including but not limited to medical bills, hospital bills, permanent disability, partial disability, and death and damages to my property, real or personal, caused by or arising from my participation in the event or activity.
- 3) Agree to indemnify, defend and hold harmless Pride-SWFL Inc., the committee, it's representatives and the location, as designated for aforementioned event, their employees, officers, directors and volunteers of and from any costs, expenses, claims, damages, suits and liability whatsoever arising from the actions or alleged actions of you, your organization, or your members.
- 4) Vendor understands that Pride-SWFL Inc. has no control over weather, acts of God, acts of terrorism, or Governmental intervention or any other cause that may impair, prevent, end or interrupt the festival.

**BY SIGNING AGREEMENT, YOU ACKNOWLEDGE HAVING READ IT AND AGREE TO ALL RULES & REGULATIONS AS AFOREMENTIONED. AGREEMENTS MUST BE RECEIVED BY PRIDE-SWFL, INC. BY FRIDAY, SEPTEMBER 30, 2011 IN ABLE TO PARTICIPATE IN EVENT.**

Vendor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Vendor:

\_\_\_\_\_ Non-Profit and type/purpose: \_\_\_\_\_

\_\_\_\_\_ For Profit and type of goods/services: \_\_\_\_\_

Pride-SWFL Inc. is authorized to print vendor name in a related program or guide, on the Pride-SWFL Inc. web-site and/or in advertising for the event (circle one):      YES      NO

Vendor name as it is to appear in print/publications: \_\_\_\_\_

If you will be selling any goods, please list items to be sold here:

\_\_\_\_\_  
 \_\_\_\_\_

**Authorized signature and payment required for participation in Pride 2011 Festival.**

Make payments to **PRIDE-SWFL INC.** and mail with agreement to:

**PRIDE-SWFL INC., PO Box 716, Estero FL 33929-0716**

**Completed agreements may also be emailed to: [Vendors@Pride-SWFL.Org](mailto:Vendors@Pride-SWFL.Org)**

**Payments after September 30, 2011, will only be accepted via cash, bank certified check or money order.**