Vendor & Exhibitor Application 2020_v1

Continued on back

Rules & Regulations
As a Vendor and Exhibitor, certain rules and regulations must be followed to help the festival run efficiently, and to ensure the safety and security of our guests. Please read the Vendor and Exhibitor Rules & Regulations before proceeding.

Release
Digital images, logos, bios, or other content you submit to Pride in the CLE bwo LGBT Community Center of Greater Cleveland may be used in print and/or online marketing, subject to our privacy policy.

Questions?
If you have any questions or need help filling out this form, please contact Vendors@PrideintheCLE.com

Event Information:
Date: June 6, 2020. (Times subject to change.) Setup: 10am – 12pm
Event: 12pm – 6pm Teardown: 6pm – 8pm

Applicants will be notified via email their acceptance into Pride in the CLE no later than May 1st, 2020.

As part of your Vendor and Exhibitor fee, each tented vendor is supplied with the following:
One 10’ x 10’ canopy tent (set up prior to your arrival)
One 4’ x 8’ collapsible table
Two folding chairs

Contact Name (Required) ________________________________________________________________
Home Address 1 (Required) __________________________________________________________________________
Home Address 2 __________________________________________________________________________
City (required) __________________________ State (required) __________________________
Home Phone (Required) __________________________
On-Site Contact Phone (Required) __________________________
Business Name (Required) __________________________
Business Address 1 (Required) __________________________________________________________________________
Business Address 2 __________________________________________________________________________
City (Required) State (Required) __________________________________________________________________________
Email (Required) __________________________

Do you have special requirements not otherwise described? Please describe what you plan to sell or promote.
__________________________________________________________________________________________________________

Registration
Pricing:
⊙ Prime Location High Traffic Corner Booth / $1,000
⊙ Community Partners & Non-Profits / $200
⊙ For-Profit Retail / Making Sales / $500
⊙ For-Profit Food / Nonrefundable deposit + 10% of daily sales) / $100 Food Truck
⊙ Nonrefundable deposit + 10% of daily sales / $100

Upcharges
⊙ Extra Table / $25
⊙ Extra Chair / $15

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Acknowledgements

1. I understand that this application does not constitute an agreement of services but is an application for consideration to participate as a Vendor or Exhibitor in Pride in the CLE.
2. I agree to appear in the time/place that is designated to me by Pride in the CLE and occupy my reserved space for the duration of the festival.
3. By submitting this application, I am acknowledging that all of the information within is correct and I authorize Pride in the CLE, the LGBT Community Center of Greater Cleveland, and any and all fees paid to Pride for the right and privilege of participating in the festival immediately upon notice of violation of this agreement, to cease operations and vacate the premises.
4. By submitting this application, I am acknowledging that all of the information within is correct and I authorize Pride in the CLE, the LGBT Community Center of Greater Cleveland, and any and all fees paid to Pride for the right and privilege of participating in the festival immediately upon notice of violation of this agreement, to forfeit any and all fees paid to Pride in the CLE and/or the authorized agents of Pride in the CLE for the right and privilege of participating in the festival immediately upon notice of violation of this agreement, to cease operations and vacate the premises.

Vendor Rules & Regulations

* All ads must be submitted before May 1st. Please submit ads to Lauren R. Welch at marketing@lgbtcleveland.org.

** Specific branded banners for display should be provided by the sponsor, unless otherwise noted from the Steering Committee.

By submitting this form for Pride in the CLE, the undersigned Festival vendor ("Vendor") agrees to be bound by each and every term set forth herein and the terms and representations set forth in the Vendor Application, which is incorporated herein by reference as if fully set forth. If the Vendor violates any term of this agreement, Pride in the CLE ("Pride"); and/or the authorized agents of Pride may within their sole discretion and at any time (1) terminate this agreement, (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Pride for the right and privilege of participating in the festival. This agreement represents the entire agreement between Pride in the CLE and the Vendor and may not be amended without the mutual consent of both parties set forth in writing and signed by authorized representatives of Pride and the Vendor.

1. Event Details: Pride agrees to provide each Vendor at the festival with a ten foot by ten foot assigned space with a 10 x 10 canopy tent, 4 x 8 collapsible table, and two folding chairs unless otherwise specified by a written agreement from the Pride in the CLE steering committee.

2. Payment: Notice of acceptance will be sent out no later than April 6, 2020. Once accepted, you will be provided with instructions to make payment. You will be required to pay according to the ‘pay by date’ or run the risk of losing your space.

3. Insurance: Some vendors may be required to provide Pride in the CLE with an insurance certificate evidencing liability insurance coverage with a $1,000,000 combined single limit, naming the organizers as additional insured and promising to indemnify organizers and to comply with all applicable laws, statutes, ordinances, and regulations. Vendors will be notified individually of this requirement.

4. Termination: Vendors agree to obey all rules and instructions as directed by the Festival Director during the festival weekend. Any failure to strictly adhere to such rules or instructions may result in the immediate termination of this agreement and immediate forfeiture of any and all fees paid to Pride.

5. Liabilities: Vendors hereby acknowledges their liability, and agrees to compensate Pride, for any damages caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials and objects to the environs and infrastructure of the City of Cleveland which causes Pride to pay for repair, replacement, or other remuneration to the City of Cleveland for such damage to the environs or infrastructure of Mall B.

6. Music: As a courtesy to other vendors and festival participants, any unapproved amplified sound or loud noise from Vendor’s space is strictly prohibited.

7. Permission: Only Pride in the CLE and the those individuals or groups which have signed Food Vendor Agreements shall be permitted to serve, sell or in any way provide beverages, including water, or food at any site or operation of Pride. Violation of this provision and/or any portion of the health code are grounds for immediate expulsion from the festival grounds.

8. Illegal Contraband: Vendors shall not display, offer for view or sale any illegal or contraband items. The laws of the State of Ohio and local ordinances of the City of Cleveland shall control. Vendors shall not display, offer for view or sale any items that are unlicensed and/or copies/interpretations of licensed or registered items at any site or operation of Pride in the CLE.

9. Vendor understands and agrees that Pride in the CLE is intended to be, and at all times shall be, a community-friendly event. Therefore, Vendors in the open festival area shall not openly display any materials that are obscene, sexually explicit, pornographic or indecent. Vendors in areas 18+ area, are permitted tasteful and educational Lewy and must comply with all state and federal laws in regard to displayed materials and merchandise. Such materials, if not in violation of any local, state or federal law, may be present in a Vendor’s space if and only if such materials are shielded from the view of persons outside the space and the Vendor posts sufficient signage to warn those entering the space that such materials are located therein.

10. Marketing: Vendors shall not display, offer for view, take orders for or sell any items that are imprinted, emblazoned or marked in any manner with any or all of the following words or phrases without the express written consent of Pride in the CLE: Pride in the CLE, Pride in the CLE, Cleveland Pride or any version of the Pride in the CLE or LGBT Community Center of Greater Cleveland’s name or associated marketing materials. Vendor shall not offer phrases, logos or artwork, which closely approximate these words or phrases without the express written consent of Pride in the CLE.

11. Vendors shall not sublet space without the express written consent of Pride in the CLE. PRIDE permits each space to be utilized by no more than two (2) organizations.

12. Vendors acknowledges and understands that it is their sole responsibility for the collection of any sales or use taxes and shall in no way hold or its representatives responsible for any type of permits other than for the festival itself. It is your responsibility to ensure that all the proper documentation submitted to the event prior to the day of the event. Pride in the CLE is not responsible if you do not have the proper documentation or fail to produce the required documentation at the event.

13. Refund Policy: a 100% refund will be given in response to a written request received 90 days before the event if and only if the space can be filled from an approved waiting list. No refunds will be given for any request received after 45 days leading to the festival. No refunds shall be given due to cancellation or interruption of the festival for reasons beyond the control of Pride in the CLE.

14. Pride in the CLE is a subcommittee of the LGBT Community Center of Greater Cleveland. These reasons include, but are not limited to weather, acts of God, acts of terrorism, or governmental intervention.

15. Pride in the CLE has no control over the weather, acts of God, acts of terrorism, or governmental intervention.

16. Sponsors, vendors, march entries, community partners, and volunteers understand that Pride in the CLE has no control over the weather, acts of God, acts of terrorism, or governmental interference.

17. Release: The submission of this application releases all rights or claims in connection with all photos/videos in connection with Pride in the CLE. The aforementioned material will be used for promotional and public relations purposes and you agree to waive any right to inspection or approval over the finished photos and/or advertising copy. All photo graphs, negatives and videotapes and other materials will be the sole property of Pride in the CLE.

18. Waivers: Through submitting this application, you forever discharge any and all rights, and claims for damages, demands, or actions which we may have or may hereafter accrue to us against The LGBT Community Center of Greater Cleveland, Pride in the CLE, City of Cleveland, events sponsors, affiliate organizations, and its affiliated owners, volunteers, and all other related entities for any damage to personal belongings or merchandise and for all injuries suffered, even death, in connection with your participation in Pride in the CLE, including but not limited to marketing, set-up, event attendance, breakdown and, clean-up.