

Denver PrideFest
1050 Broadway
Denver, CO 80203
303-733-PRIDE
www.denverpridefest.org
Denver PrideFest is produced by The GLBT Community Center of Colorado



PRIDE
DENVER
fest

Welcome to The Center's PrideFest, scheduled for Saturday, June 27th and Sunday, June 28th, 2009, commemorating the start of the GLBT civil rights movement.

We appreciate your interest in PrideFest and your support of the efforts of the Gay, Lesbian, Bisexual & Transgender Community Center of Colorado to engage, empower and enrich the lives of the GLBT community. We welcome your involvement and your commitment to human rights and social justice.

2009 will be our third year as a two-day festival. This has created increased attendance, interest, and profits for many of our exhibitors. We now host over 250,000 visitors over the weekend. We hope that you have enjoyed the festival's expansion. We are proud to announce that there will be no rental fee increase this year.

Please note that we have changed our vendor application process - all applications will be reviewed and a selection process will make the final determination of exhibitors that will participate in 2009, rather than on a first-come, first-served basis as in previous years. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth. **As well, we will be carefully selecting "Pride" and rainbow-related items and limiting the number of vendors with those items.**

We trust the transformations we are implementing in this 34th Anniversary celebration will only strengthen your commitment to the event and offer new opportunities for all. So, don't delay! **Complete the enclosed application and return to The Center no later than Friday, May 1st, 2009.** Thank you again for your participation in PrideFest and support of the GLBT community.

If you have any questions, please contact us at The Center. We look forward to celebrating with you in June!

Best,

Carol Hiller
Vendor Coordinator
Denver PrideFest
303-282-5073
caroleyii@mindspring.com

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Exhibitor Application

Event: Saturday and Sunday, June 27 & 28, 2009

We are pleased to offer this Exhibitor application for The Center's PrideFest Denver 2009! Recognized as one of the top ten Gay Lesbian Bisexual & Transgender PRIDE celebrations in the country, PrideFest honors our community's culture and heritage. This year's event expects to bring in a crowd of over 250,000. The Gay, Lesbian, Bisexual and Transgender Community Center of Colorado, The Center, is again presenting this annual event, which includes a parade, rally and festival. Please read through the information and the included Agreement carefully as your signatures acknowledges your organization's responsibility for ALL of the information contained within.

Organization Name: _____ Tax ID Number: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Evening Phone: _____
Fax Number: _____ Email Address: _____
Contact Name: _____ Cell: _____

Are you a gay owned or gay related business?

Please select your desired location:

General Exhibitor Areas Health & Wellness Area
 Family Interactive Area

THIS AGREEMENT dated this _____ day of _____, 2009 is by and between The Center /PrideFest (the "Festival"), a not-for-profit corporation and the organization listed above.

The Festival desires to permit said Exhibitor, and only said Exhibitor, to sell said items (see Exhibit Booth Purpose & Products Form included) during the 2009 PrideFest event. NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. RIGHT TO SELL. Exhibitor, and only said Exhibitor, shall have the right to sell only the items set forth in Paragraph 3 at the designated prices. Said sales are to occur only within the area designated by the Festival for the Exhibitor.

2. BEVERAGES & FOOD. Exhibitor shall not sell, distribute, or in any way disseminate ANY non-alcoholic or alcoholic beverages or food, INCLUDING WATER.

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3. PRODUCTS. Exhibitor, and only said Exhibitor, shall sell only the items and/or services at the listed retail price (including all applicable sales taxes) included on the Exhibit Booth Purpose & Products Form as part of this application and agreement. Exhibitor shall sell the identified items at the specified price unless otherwise agreed by the Festival.

4. HOURS OF OPERATION. Exhibitor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Saturday, June 27, 2009, from 11 a.m. to 8:00 p.m. and Sunday, June 28, 2009, from 10:00 a.m. to 6:00 p.m. regardless of weather conditions. Closing or striking early or opening late will result in the forfeiture of the Exhibitor's damage deposit. Exhibitor understands that the Festival will be held regardless of weather.

5. BOOTH SIZE. Booth size will be 10 feet wide by 10 feet deep for Exhibitors. Any Exhibitor whose set up extends beyond the booth specifications will be charged an additional \$50 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces. Exhibitor understands that the Festival, in its sole discretion, will assign space. Exhibitors must supply all supplies necessary to operate, including a **properly weighted** tent or canopy, to operate and withstand the elements of weather. The use of stakes is strictly prohibited.

6. SPACE RENTAL FEE. Exhibitor, and only said Exhibitor, agrees to rent a booth space during PrideFest 2009 to be held June 27 & 28, 2009 as indicated below.

Please see full-color Vendor Map to determine locations for pricing levels:

Commercial Exhibitor Booth:	___ 1 Booth or ___ 2 Booths	\$300 ea.	
Commercial Corner Booth:	___ 1 Booth or ___ 2 Booths	\$325 ea.	
Commercial Premium Booth:	___ 1 Booth or ___ 2 Booths	\$350 ea.	
Commercial Premium Corner Booth:	___ 1 Booth or ___ 2 Booths	\$375 ea.	
Non-Profit Exhibitor Booth:	___ 1 Booth or ___ 2 Booths	\$175 ea.	
Non-Profit Corner Booth:	___ 1 Booth or ___ 2 Booths	\$225 ea.	
Non-Profit Premium Booth:	___ 1 Booth or ___ 2 Booths	\$275 ea.	
	Late Fee (Arrives after May 1, 2009)	\$50	
		TOTAL:	\$ _____
Refundable Damage Deposit:	<i>Issue Separate Check</i>	\$50/space	\$ _____

- ❖ If paying by check, please issue two (2) separate checks – one for the rental fee and a separate check for the Damage Deposit.
- ❖ If you are applying as a non-profit, you must include a copy of your IRS letter of non-profit determination / status.

Qualifications for location in Health & Wellness and Family Interactive Area or other Festival designated areas is determined solely by the Festival based on review of the Exhibit Booth Purpose & Products Form. If you have any questions, please call 303-282-5073

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All fees and deposits are due and payable with the submission of this agreement.

No subletting of booth space shall be permitted.

7. SET UP. Set-Up will begin at 7:00 am on Saturday and must be complete no later than 10:00 a.m. on Saturday, June 27, 2009. No cars will be allowed on-site after 9.30 am on Saturday. The Festival will provide limited overnight security. Site access by vehicle on Saturday morning will be limited to 20 minutes only and strictly monitored. Exhibitor agrees to complete set-up on Saturday. Contact information and instructions for renting tents/canopies and other rental needs you may have will be included in your confirmation letter from the Festival upon acceptance. There will be limited access to the site between 7am and 8.30am on Sunday morning. No cars will be allowed on-site after 8.30 am on Sunday.

8. LOAD OUT. All materials must be removed from Festival grounds by 9:00 p.m. on Sunday, June 28, 2009.

Equipment load-out begins: Sunday, June 28, no earlier, and potentially later than, 6:30 p.m.

Equipment load-out ends: Sunday, June 28, 9:00 p.m.

- ❖ **ABSOLUTELY NO EARLY STRIKE WILL BE PERMITTED.**
- ❖ **EARLY STRIKE WILL RESULT IN THE FORFEITURE OF YOUR DAMAGE DEPOSIT.**

9. GRASS. DO NOT DRIVE ON THE GRASS. Exhibitor accepts liability for any damage to the grounds or other City and public or private property.

10. SIGNAGE. The Exhibitor may only display its own business signs and banners within the assigned booth space.

11. TRASH. Spaces must be free of trash, litter and other refuse at all times. Failure to do so will result in forfeiture of consideration for participation in future Festivals.

12. CONDUCT. Exhibitors may not smoke or consume alcoholic beverages within any assigned Festival space. Exhibitors must be suitably attired at all times. Behavior unsuitable for the Festival or which constitutes a public nuisance will not be permitted. Exhibitors will not engage in loud, live or recorded music during the Festival. The Festival in its sole discretion shall determine whether an act is unsuitable.

13. STORAGE. There will be no storage allowed outside the booth space for any supplies, equipment or inventory.

14. ELECTRICAL SERVICES. Exhibitor agrees to purchase electrical service, if necessary, from Festival. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by PrideFest and designated in writing as part of this Agreement. Please keep these restrictions in mind when applying and when planning your operations.

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No other form of generator or electrical service other than that provided by PrideFest is permitted. An electricity application and fee schedule is included with this agreement. Please mail in your electrical request form & fees made payable to "Denver PrideFest" with your booth fee and application, due May 1st, 2009.

Each 110v, 20 amp service	\$200.00
Each 208v, 50 amp service	\$240.00

It is your responsibility to supply all cables and extension cords of the proper type. If you are unsure of which gauge to use, call a qualified electrician. Safe and adequate electrical service is the key to smooth booth operation at the Festival. Please bring an outdoor rated extension cord of at least 100 feet. No 3-phase service is available.

15. CHANGE. The Festival is not responsible for providing change to Exhibitors.

16. CANVASSING. Exhibitors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and Exhibitor shall be liable for immediate closure, removal from the Festival and loss of all submitted monies.

17. RAFFLES/PIERCING/TATTOOING. No raffles, piercing or tattooing of any kind are permitted at the Festival.

18. SITE INSPECTION. Exhibitor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of Festival, loss of damage deposit and/or charges to repair or correct the situation. Exhibitor is responsible for returning the vending site to its original physical condition by 9:00 p.m. on Sunday, June 28, 2009.

19. GOVERNING LAWS. This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Colorado.

20. SECURITY. Exhibitors are responsible for the security of their own property and equipment at all times. While limited security personnel will be on duty at all times during the weekend, no security personnel will be assigned specifically to Exhibitors. The Festival shall not be held responsible for loss, theft or damage to any property left on the Festival grounds at any time. Zipping / locking tents with 4 walls are strongly encouraged.

21. LIABILITY. Exhibitor shall indemnify and hold the Festival, the Festival staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Exhibitor under this Agreement, and shall reimburse the Festival for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim.

22. VIOLATIONS. Exhibitor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Exhibitor's participation in the Festival. In the event this Agreement is terminated as a result of any breach by Exhibitor, Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

23. AGREEMENT MODIFICATIONS. No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.

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24. AGREEMENT DEADLINE. This Agreement shall be signed by the Exhibitor and returned to the Festival on or before May 1st, 2009. A \$50 late fee will be assessed if application is received or postmarked after the agreement deadline.

25. CANCELLATION. Exhibitor understands in the event the Exhibitor cancels after June 1, 2009 or fails to provide the required items, the entire booth fee will be forfeited.

26. REQUIRED DOCUMENTATION. Exhibitor agrees that, in the event this Agreement is terminated as a result of Exhibitor's failure to provide any required documentation, Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

27. RESOLUTION OF DISPUTES. In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party SHALL be awarded reasonable attorney fees and costs incurred as a result of said dispute.

28. BOOTH ACCESS. The Festival and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than Festival management.

29. FESTIVAL DISPLAYS. The Festival reserves the right to locate any exhibit or display where it is in the best interest of the Festival. The Festival reserves the right to cancel any exhibit or display that is not in the best interest of the Festival.

30. EXHIBITOR SELECTION - Exhibitor selection is at the sole discretion of the Festival. Please note that all applications will be reviewed and a selection process will make the final determination of food vendors that will participate in the festival.

31. PHOTOS - If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

32. GREEN PROGRAM - PrideFest is working in conjunction with other major Denver Festivals and the Colorado Festivals and Events Association and requires our selected vendors to serve on recyclable products, and we encourage green practices in our vendors. We discourage the use of plastic bags or other non-recyclable options, and encourage paper and eco-friendly bags.

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By signing this Agreement, Exhibitor acknowledges that:

- a) Exhibitor has had the opportunity to review this agreement;
- b) Exhibitor has had the opportunity to consult with legal counsel if desired; and
- c) Exhibitor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Executed this _____ day of _____, 2009 for Exhibitor.

Exhibitor/Organization

Authorized Signature

Credit Card Information

If paying by credit card, the full amount of the rental fee will be charged at the time the application is complete and accepted. The damage deposit will not be charged unless damage is incurred.

Circle One: Visa MasterCard Discover American Express

Card Number: _____ Exp. Date _____

Name as listed on card: _____

Mailing Address for card: _____

Authorized Signature on card: _____

If you are applying as a non-profit, you must include a copy of your IRS letter of non-profit determination / status.

If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth. Please keep a signed copy for your records.

Please make checks payable to: Denver PrideFest_RETURN WITH PAYMENT BY May 1st, 2009

PrideFest - Exhibitor c/o The Center
PO Box 9798
Denver, CO 80209
Phone: 303-282-5073
Fax: 303-282-9399

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Exhibit Booth Purpose & Product(s) Form – REQUIRED WITH APPLICATION

Organization Name: _____ Tax ID Number: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Fax Number: _____ Email Address: _____

Contact Name: _____ Cell: _____

Are you a gay owned or gay related business?

Yes No

Did you participate in last year's PrideFest? Yes No

If Yes, would you prefer the same booth location if available? Yes No

Will you make retail or service sales transactions at your booth? Yes No

Will you be selling any rainbow or "Pride" items at you booth? Yes No

If Yes, please attach a complete list, including the retail price of ALL goods or services you plan on selling as an exhibitor in PrideFest. No exceptions.

If No, please describe below the purpose of your participation:

If you are applying as a non-profit, you must include a copy of your IRS letter of non-profit determination / status.

**RETURN WITH: Application & Agreement and Payment
Please make checks payable to Denver PrideFest BY May 1st, 2009 to**

PrideFest – Exhibitor c/o The Center
PO Box 9798
Denver, CO 80209
Phone: 303-282-5073
Fax: 303-282-9399

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Non-Discrimination Agreement and Code of Conduct Agreement - REQUIRED

Non-Discrimination

Denver PrideFest vendors, contractors, sponsors, staff and volunteers, and all personnel associated with the festival agree at all times to honor and abide by the following statement of non-discrimination in word and action. Anyone associated with the festival, or their employees or associates on festival grounds in violation of this agreement will be asked to leave festival grounds immediately and will forfeit all rental fees, sponsorship fees, and damage deposits as applicable. Additionally, any actions taken or statements made to individuals or groups contrary to this policy or the spirit and intention of this policy are not permitted on festival grounds, or in any communication associated with the festival:

"All persons associated with PrideFest will provide service to individuals without regard to an individual's sexual orientation, gender identity/expression, HIV/AIDS status, race, color, national origin, ancestry, creed, religion, sex, gender, physical or mental disability, age, marital status, military status, veteran status, citizenship or any other protected classification in accordance with state, federal and municipal laws."

Code of Conduct

All persons associated with the festival agree;

- To interact with guests, staff, volunteers and all persons associated with the festival in a respectful manner at all times;
- Not to use alcohol or other controlled substances while participating in any capacity with the festival, and remain free from the influence of such substances while participating in any capacity with the festival;
- To be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;
- Not to engage in any behavior that is determined to threaten the safety of anyone participating in the festival in any capacity, nor to engage in any behavior that is disruptive or interferes with the right of anyone associated with the festival to conduct appropriate business or freely enjoy the festival;
- To represent the festival in a positive manner at all times.

By signing this document, vendors, contractors, and sponsors agree to assume responsibility for the behavior of employees on festival grounds associated with the company or organization.

Violations of this code should be presented to the Denver PrideFest Event Manager, and decisions regarding enforcement or violations will be made at the sole discretion of PrideFest management.

I will abide by the Denver PrideFest non-discrimination agreement and code of conduct:

Name: _____ Signature: _____

Organization: _____ Date: _____

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