



Fayetteville Pride Fest 2019

Saturday, June 29, 2019 – Festival Park – 12:00-6:00 p.m.

Vendor Terms and Conditions

To become part of Fayetteville Pride Fest, please complete the vendor application and read and sign the vendor terms and conditions by May 1, 2019. Email your signed form to contact@fayettevillepride.org or forms can be mail to 100 Hay Street, Fayetteville, NC 28301. Please contact us at the email above if you need assistance.

Business Name (“Vendor”): _____

Point of Contact Name: _____

Point of Contact Email Address: _____

VENDOR FEES

Vendor agrees to pay Fayetteville PRIDE (“Organizer”) fees associated with vendor space. Vendor shall not transfer or sublet the space or any part thereof or permit the same to be used by any other person without the consent of the Organizer. Vendor fees are due by June 1, 2019. Fees are non-refundable, non-transferable for any reason, at any time.

COMMUNICATION

Vendor agrees to provide accurate contact and communication information. Vendor agrees to check communication often and respond in a timely manner.

PROMOTION & MARKETING

- **Social Media:** Vendor agrees to promote Fayetteville Pride Fest and Vendor attendance via social media in advance of the event.
- **Logo:** (If applicable) For Sponsoring Vendors receiving logo recognition benefits, Sponsoring Vendor agrees to provide Organizer with a high-resolution copy of vendor logo for marketing purposes. File should be sent to contact@fayettevillepride.org within 10 days of signing this contract.
- **Hashtag:** Vendor will use the official hashtags for the Event #fayncpride, #pridefest2019
- **Tax ID Number:** Vendor will provide their Tax ID Number to Organizer.

SET UP/LOADING/UNLOADING

Vendor agrees to all set up, loading, and unloading requirements to be provided in detail by the Organizer a minimum of two weeks prior to the event. Each Vendor will be assigned a time to check in and set up between 9:30 a.m. and 11:30 a.m. on June 29. Organizer retains the right to relocate any Vendor at any time during the Event. Vendor agrees to keep their booth intact during the entirety of the Event no matter the weather conditions. Vendor may not close their booth early or leave it unattended. Early breakdown will result in a breach of this contract and Vendor will not be allowed to participate in future events.

TENT REQUIREMENTS

Tents must be weighted down in case of wind or weather during the Event. Tents, merchandise and all other property must fit within the space rented by the Vendor.

SAFETY AND SECURITY

Vendor is responsible for the security of their materials at all times. Organizer is not responsible for any lost or stolen items. Vendor may not smoke or have open flames within their exhibition space. Vendor will comply with all instructions from Fayetteville Police Department and Event Organizer.

FOOD VENDORS

In addition to all other terms, Food Vendors are required to meet all health codes established by Cumberland County Health Department and pass inspections on the day of the event during the designated health inspection timeframe.

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REPRESENTED BRAND

Only the item(s) specified in Vendor application are allowed to be represented at the booth during the Event. No changes may be made without prior consent of Organizer. **No food or beverages will be given away or sold by anyone other than food vendors.** The sale of counterfeit merchandise is prohibited by law. Any Vendor found to be in violation of the law will be ejected from the Event and not be entitled a refund. **Distribution of stickers is prohibited on the grounds.** Diversity of vendor items/information is encouraged; however, nudity, indecency or conduct inappropriate for a mixed audience will not be allowed. Information and items of a graphic sexual nature cannot be distributed or sold. Information or items provided for education regarding sexuality or safe sex are invited. The display, sale, or dispensing of these or any other items, which in the opinion of Organizer are inconsistent with the mission of the Organizer, will result in the removal of Vendor.

CONDUCT

Pride Fest is a community and family-friendly event. Vendor and all Vendor representatives shall refrain from rude, rowdy, loud or offensive speech and behavior and any conduct annoying to other Vendors or Event attendees.

NON-DISCRIMINATION

Vendors agree not to discriminate against any individual on the basis of sexual orientation, gender, gender identity, race, color, physical limitations, disability, religion, or heritage. Organizer reserves the right to require any vendor to remove from display and immediately cease selling or distributing any item that could be deemed inappropriate and/or might cause a disturbance. Sexist, racist, homophobic, transphobic, or offensive materials will not be permitted. Any Vendor found in violation of this policy may be subject to immediate removal from the Event.

NOISE AND SPECIAL EFFECTS

As a courtesy to other Vendors, no music or amplified sound is permitted from Vendor during the Event. Vendors are not permitted to use flashing lights. Organizer reserves the right to make judgment regarding whether a Vendor is causing disturbance and ask for removal of any special effects that are causing the interference.

TRASH & CLEAN UP

Vendor agrees that the allocated space will be left in original condition as found upon arrival. Vendor agrees to proper disposal and pick up of all trash, cardboard boxes, food trash, paper litter, etc.

WEATHER

Pride Fest is a rain or shine event. In the event of inclement weather Vendors and patrons are given the option to return to their vehicles and wait out the storm.

FESTIVAL PARK RULES

Vendors agree to abide by all Festival Park Rules. NO animals, other than guide, signal or service animals, are allowed in Festival Park.

INDEMNIFICATION

Vendor will indemnify and hold Organizer harmless from all costs, losses, damages, or expenses including the expense of litigation and attorney’s fees, resulting from any person or property arising out of any act of omission of Vendor of their employees or other representatives. Fayetteville Pride, its board of directors, staff, officers, agents, volunteers or members shall not be held responsible for any loss or damage due to theft, fire, accident, or other cause, but will use reasonable care to protect Vendor from such loss.

TERMS & TERMINATION OF RIGHT

Upon signing this Contract, Vendor agrees to abide by Terms and Conditions set forth herein and included in this Contract. Organizer reserves the right to terminate operation of Vendor during the Event for any reason at any time.

I have read and understand the Fayetteville Pride Fest Terms and Conditions and agree to ensure compliance by my business or organization while participating in Pride Fest 2019. I understand that failure of my business or organization to comply with these policies may result in removal from Pride Fest without a refund and may make my business or organization ineligible to participate in future Fayetteville Pride events.

Authorized Signature: _____ Date: _____

Printed Name: _____

Business or Organization Name: _____