



TERMS & CONDITIONS

Thank you for your application. Applicant understands that Phoenix Pride has legal possession and control of City of Phoenix's Heritage Square Park, November 2nd & 3rd, 2019.

Applicant further understands that the use granted by Phoenix Pride hereunder is a LICENSE TO OCCUPY only, and is not coupled with an interest in the property; that Phoenix Pride retains the right to terminate this LICENSE TO OCCUPY at any time during the term of applicants use if, in Phoenix Pride's sole determination: 1) Applicant creates a nuisance for Phoenix Pride, its other licensees, or its guests; 2) Applicant is found to have changed and/or added to the use described in this application; 3) Applicant is found to have falsified any of the statements contained in this application; 4) Applicant's use of premises in any other way interferes with the orderly and successful conduct of the festival space or violates any government laws or ordinances.

Phoenix Pride reserves the right to place Exhibitors on the Festival grounds according to a master plan. Therefore, any cancellations based on dissatisfaction of booth placement will subject Exhibitor to forfeiture of all booth fees.

Underlined terms are the ones most often overlooked and violated, please review carefully.

Read the terms & conditions below, initial each line indicating you have read, understand, and agree to each.

1. Initial ____ **MISSION:** Applicant understands Phoenix Pride unites and engages individuals and organizations to empower, educate and support the Arizona LGBTQ Community and agrees to do nothing to defeat this purpose during the term of this LICENSE TO OCCUPY.
2. Initial ____ **PHOTOGRAPHIC RIGHTS:** Phoenix Pride presents the annual Rainbows Festival for the public as an educational, cultural and entertainment event and reserves all rights as producers. Any reproduction, broadcast, or commercial use of any portion of the event, in any form without explicit written consent of Phoenix Pride is strictly prohibited. Phoenix Pride may, at its discretion, film, photocopy or tape any and all portions of the festival for commercial use.
3. Initial ____ **PRIDE and RAINBOWS LOGO / MARKS:** The use of any items containing any part of the event title and date or the words Phoenix Pride or Rainbows Festival is strictly prohibited (unless Licensing Agreement has been approved, signed and additional fee has been paid).
4. Initial ____ **INDEPENDENT CONTRACTING:** It is understood that the Exhibitor is an independent contractor, not an employee of Phoenix Pride. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Exhibitor and Phoenix Pride.
5. Initial ____ **SUBMISSION OF APPLICATION** reserves an exhibitor space. Application is not considered complete until accepted in writing by Phoenix Pride and paid in full.
6. Initial ____ **EXCLUSIVITY:** Any guarantees of exclusivity will be issued under separate agreement.
7. Initial ____ **LIKE EXHIBITORS:** There is a limited number of like Exhibitors. Phoenix Pride reserves the right to set limits on like Exhibitors at Phoenix Pride's discretion.

8. Initial ____ **EXHIBITOR SET-UP HOURS:** **Friday: *Food Exhibitors ONLY Mandatory check-in at 2:00pm***, Non-Food Exhibitors may set up 3:00pm – 6:00pm. **Saturday:** 6:00am – 8:00am. Any exhibitors not checked in by Saturday at 8:00am must hand carry items to their exhibitor space. **Sunday:** if necessary - exhibitors can drive into their spaces between 8:00am – 9:00am. **EXHIBITOR ENTRY:** All exhibitors must enter the park at the 7th Street and Monroe entrance. A special exhibitor tent will be set up for check-in. When your application has been accepted by the Pride Office, you will receive an email with a link to your Exhibitor Packet just like the Pride Festival that will include your Vehicle Entry Pass to enter the park for setup and teardown. **EXHIBITOR UNLOADING:** After each exhibitor is checked into the festival, they will be escorted to their assigned space for unloading. Most exhibitors will be able to unload at/or very close to their assigned space. You must unload your vehicle and go park your vehicle immediately to help with traffic flow for all exhibitors. (Max unloading time is 10 minutes)
9. Initial ____ **SUNDAY NIGHT STRIKE:** Exhibitors with vehicles may enter at the 7th St.& Monroe entrance for teardown or you may hand carry your items out of the park at 6:00pm. No vehicles will be permitted on the festival grounds until approximately 7:00pm, Sunday, November 3rd, 2019. All property must be removed from the festival grounds by 10:00pm, Sunday, November 3rd, 2019.
10. Initial ____ **VEHICLES:** No vehicles are permitted in the festival site during event hours. All vehicles must be removed from the festival grounds one hour prior to the festival opening (9:00am Saturday & Sunday) or **WILL** be towed at owner's expense. One parking space is provided for each Commercial exhibitor, cooking or non-cooking booth purchased and Sponsors in the Heritage Square Parking Garage. For all others, there are 15,000 parking spaces available within 5 blocks of the park. The average cost is \$12.00 per day in the Heritage Square Parking Garage. NOTE: Vehicle clearance in Heritage Square Parking Garage is 6' 8". (If your vehicle is higher than this clearance, the parking garage at 5th Street and Washington is able to accommodate.)
11. Initial ____ **RENTED SPACE:** All business or other activity must be conducted within the rented space only! No distribution, canvassing, flyers, or solicitation of opinion nor vending of any kind may be conducted outside of the rented area. Roaming vending through the festival grounds is prohibited, unless approved by Exhibitor Manager and/or Executive Director. Violations may result in removal from the grounds.
 - a. No subletting or sharing Exhibitor spaces without prior written approval from Phoenix Pride.
12. Initial ____ **NOISE LEVEL:** Exhibitors are prohibited from having loud amplified music and/or voices from their assigned space, as a courtesy to fellow exhibitors.
13. Initial ____ **NUDITY:** Phoenix Pride reserves the right to limit public display or exhibition of any forms of nudity (pictures, sculptures, paintings, video or printed material, etc.).
14. Initial ____ **ALCOHOL:** Alcohol beverage sales are prohibited. Sale of or giving away of alcoholic beverages is strictly prohibited.
15. Initial ____ **BEVERAGE SALES:** Phoenix Pride reserves the sole right to sell water, energy drinks, soda, lemonade, shaved ice and alcohol. Any failure to comply with these beverage rules may result in expulsion from the event, without refund and/or barring from future Phoenix Pride events.

16. Initial ____ **TRASH:** Exhibitors MUST NOT put Exhibitor generated waste in cardboard trash receptacles provided for attendees. Exhibitors must provide trash receptacles for waste generated by their booth. Exhibitor trash bags, not weighing more than 25 pounds, left at the back of the rented space will be picked up and disposed of by Phoenix Pride. **Any food/cooking, exhibitor waste found in cardboard trash containers provided for attendees will eliminate your involvement with any future Phoenix Pride events. Improper bagging of food, food waste, oil disposal, oil left in space, excess trash, carpeting, quantities of brochures, large amounts of decorations will eliminate your involvement with any future Phoenix Pride events.** **HELP US KEEP HERITAGE SQUARE PARK CLEAN** – leave your space as clean as it was when you arrived. **ANY ITEMS LEFT IN EXHIBIT SPACE SUNDAY NIGHT WILL BE DISCARDED. WE ARE NOT RESPONSIBLE FOR ITEMS LEFT BEYOND SUNDAY NIGHT.**
17. Initial ____ **ELECTRICAL REQUIREMENTS:** Only **FOOD EXHIBITORS** are automatically provided with electrical service as outlined on the Application. All cooking and/or electrical appliances must conform to the UNIFORM FIRE CODE OF MARICOPA COUNTY. All non-food vendors requiring electricity must order it during the application process.
18. Initial ____ **PERMITS:** You are required to obtain and display all necessary permits and/ or licenses in order to operate at the festival. **ALL PERMITS ARE REQUIRED 2 WEEKS PRIOR TO THE EVENT** If you are forced to close by any government agency for failure to obtain your necessary permits and / or licenses, Phoenix Pride is not liable, and will not refund fees.
19. Initial ____ **INSURANCE:** You must provide proof of general liability insurance of at least \$1,000,000 naming Phoenix Pride its officers, agents and employees and the City of Phoenix as additionally insured for the weekend of November 2nd and 3rd, **2019 INSURANCE MUST BE SUBMITTED 2 WEEKS PRIOR TO THE EVENT, OR PHOENIX PRIDE WILL ADD TO OUR INSURANCE AND CHARGE ACCORDINGLY.**
20. Initial ____ **INDEMNIFICATION** – Exhibitor covenants that it will protect, hold harmless & indemnify Phoenix Pride, the City of Phoenix, and its sponsors, officers, agents, and employees from any and all claims or liability for losses, injury or damages of any type arising out of or resulting from or in connection with the Exhibitor's work, activities or participation in the Phoenix Pride events.
- Phoenix Pride, the City of Phoenix, and Sponsors are not liable for lost, damaged, or stolen exhibitor property.
 - In the event of litigation, costs and attorney fee's to prevailing party.
21. Initial ____ **WORKERS COMPENSATION INSURANCE:** Exhibitor is responsible for workers compensation coverage for your staff. Phoenix Pride does not carry Workers Compensation Insurance for your crew.
22. Initial ____ **SECURITY:** Phoenix Pride provides only limited overnight security and assumes no liability for property or equipment left on festival grounds. Exhibitors may leave items in their space overnight but Phoenix Pride accepts no responsibility for the security of said items. Cover all materials.
23. Initial ____ **REFUND / CANCELLATION POLICY:** Your booth is **NON – REFUNDABLE** unless cancellation, **IN WRITING**, is received by Phoenix Pride before 5pm on **October 4th**. If request is approved by Phoenix Pride, this will qualify your business/ organization for a 50% refund of exhibitor fees.
- No refunds will be issued based on final booth location (no exceptions). Rainbows Festival is a rain or shine event.
 - Cancellation must be received in writing and postmarked by 5pm on **October 4th, 2019**.
 - No refunds after **October 4th, 2019**.
24. Initial ____ **PROMISE OF PROFIT:** Phoenix Pride's Rainbows Festival is planning what we hope will be a wonderful festival. We hope it will prove to be a fun and profitable experience for you, however, we cannot and do not guarantee your sales or profits.

25. Initial ____ **CONFIRMATIONS:** Confirmation packet containing your booth number and booth location will be sent out starting October 14th, 2019. **If you have not received the confirmation by October 21st, 2019, call the Pride Office at 602-277-7433 or email exhibitors@phoenixpride.org regarding the status of your application BOOTHS WILL NOT BE PLACED UNTIL FULL PAYMENT IS RECEIVED.** **You will not receive anything from Phoenix Pride or Rainbows Festival in the mail, all interaction will be through email so please make sure you provide the correct email address upon registering.
26. Initial ____ **FINAL AGREEMENT:** This agreement is the final writing and supersedes any prior negotiations.

Additional Terms & Conditions for Food Exhibitors

1. Initial ____ All Food Exhibitors must pass the Fire Department Inspection on Saturday morning at 8:00am before they are allowed to open for business. Someone from your company must be at the park in your booth at 8:00am Saturday morning to meet with the Fire Department Inspector.
2. Initial ____ Each Food Exhibitor is responsible for obtaining a Special Event Food Server License from the Maricopa County Health Department. The food health inspection will be done on Saturday morning at 8:00am. Someone from your company must be at the park in your booth at 8:00am Saturday morning. Your health permit must be available for that inspection.
3. Initial ____ All food vendors must check in and set up on Friday between 12:00 pm-2:00pm.
4. Initial ____ All food items must be stored inside the allotted space, covered and off the ground as mandated by the Maricopa County Health Department.
5. Initial ____ Running water for cooking is not provided. You must bring your own water for cooking and hand washing. Maricopa County Health Department requires that you provide appropriate cleaning materials as well as a hand-washing setup. LP- gas containers limited total aggregate WATER CAPACITY of 25 gallons (approx. 100 lbs.) per booth and shall be secured against toppling. They shall not be located within 10 ft. of tent walls or exits. Hoses shall be designed for working pressure of 350 psig AND be marked with LP-GAS, PROPANE, 350 PSI WORKING PRESSURE, with manufacturer's name/trademark. Hose length shall be 36 inches or less and hoses shall be maintained in good condition. Additional containers above permitted quantity shall be stored in a remote location approved by the AHJ.
6. Initial ____ All Food Exhibitors using heat and/or open flames must: a) provide fireproof containers for discarding ashes, and b) one visibly mounted fire extinguisher rated 2A-20B:C. In addition, if you are deep frying food, you must also provide an extinguisher rated Class K. Please don't forget to check the expiration date on your fire extinguisher! Fire extinguishers may be rented for an additional \$20. Please find this option in the Exhibitor Order Form online.
7. Initial ____ Containers of butane or fuel must be affixed to post or other secure item.
8. Initial ____ **OIL/GREASE DEPOSIT:** Baker Commodities will be providing two oil/grease recycling containers for all food vendors to use during the festival. You are required to dump oil/grease into these containers and Bakers will remove the containers at the conclusion of the festival. Any food/cooking, exhibitor waste found in cardboard trash containers provided for attendees or found on the ground will eliminate your involvement with any future Phoenix Pride events. Oil/Grease may NOT be disposed of on festival site anywhere but the provided recycling containers. Improper bagging of food, food waste, oil disposal, oil left in space, excess trash, carpeting, quantities of brochures, large amounts of decorations will eliminate your involvement with any future Phoenix Pride events.
9. Initial ____ It is the Food Exhibitors responsibility to make sure that all workers are familiar with these Terms and Conditions. Failure to comply with any one of these could result in exclusion from participation in future events. You might not be informed of an infraction during the festival as some determination occurs after the event.

10. Initial ____ Standard festival trash containers MAY NOT BE UTILIZED for food waste. Food exhibitors must provide their own trash receptacles for their own waste food products and agree to clean up their entire space after the event. You are responsible for removing your trash from the site at the end of each day!
11. Initial ____ Food Exhibitors must post prices in a legible manner and in a visible space inside the booth only.
12. Initial ____ Soda/Water/Energy Drink products—**Food Exhibitors are prohibited from selling WATER, ENERGY DRINKS, LEMONADE, any flavor or SHAVED ICE products as EXCLUSIVITY contracts are in place with sponsors and vendors.** Food exhibitors can purchase Coca-Cola products through Swire Coca-Cola and be sold at a minimum of \$3.00. Coca-Cola will contact the exhibitor directly to setup and arrange. Remember all beverage products must have a minimum retail price of \$3.00. Should it be found that beverages are priced below \$3.00, Food Exhibitor will receive a warning from Phoenix Pride. If after the initial warning, beverages remain priced below \$3.00, Food Exhibitor may be removed from the grounds, without refund and/or barred from future Phoenix Pride events.

ACKNOWLEDGEMENT OF TERMS

*Any Exhibitor who fails to comply with **ANY** of the provisions outlined herein shall be subject to exclusion from participation in future events. Any violation of the rules and regulations outlined herein will be grounds for revoking this LICENSE TO OCCUPY and Phoenix Pride reserves the right to retain booth fees.*

I hereby warrant and confirm that the information provided on this application is, to the best of my knowledge, true and correct, and further certify that I have read all of the information provided in this application and agree to comply with the Terms & Conditions provided.

It is agreed and understood that the completion of this application shall not be binding either to the proposed exhibitor/ Exhibitor or to Phoenix Pride, until accepted in writing by Phoenix Pride.

By clicking on the Acknowledgement of Terms button you are electronically signing this agreement, stating that you have read and will comply with the above mentioned Terms and Conditions. Keep for your records as we automatically receive a copy upon submission of your application.