TERMS & CONDITIONS

Thank you for your application. Applicant understands that Phoenix Pride has legal possession and control of City of Phoenix's Steele Indian School Park April 9th, April 10th, and April 11th.

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 Operational Needs. Therefore, any cancellations based on dissatisfaction of booth placement will subject Exhibitor to forfeiture of all booth fees.

Underlined and/or highlighted 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. **MISSION**: Applicant understands the mission of Phoenix Pride is to unite,educates, and engages people to support and empower the LGBTQ+ community and our allies, and agrees to do nothing to defeat this purpose during the term of this LICENSE TO OCCUPY.
2. **PHOTOGRAPHIC RIGHTS**: Phoenix Pride presents the annual Pride Festival for the public as an educational 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. **PRIDE LOGO / MARKS:** The use of and any items containing any part of the event title and date or the words Phoenix Pride is strictly prohibited (unless Licensing Agreement has been approved, signed and additional fee has been paid).
4. **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. **SUBMISSION OF APPLICATION** and application fees reserves an exhibitor space. Application is not considered complete until accepted in writing by Phoenix Pride and paid in full.
6. **LIVE ANIMALS: Retail sales of live animals is STRICTLY prohibited.** Non-Profit animal care, education, and adoption are permitted.
7. **EXCLUSIVITY**: Any guarantees of exclusivity will be issued under separate agreement.
8. **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.

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9. **EXHIBITOR SET-UP HOURS**: **Friday, April 9**: Food Exhibitors ONLY - Mandatory check-in STARTING at 8:00am, Non-Food Exhibitors may set up between 10:00am – 6:00pm. **Saturday, April 10**: All Exhibitors 6:00am – 9:00am. **Sunday, April 11**: All Exhibitors 8:00am –9:00am - exhibitors can drive into their spaces only during set-up Hours. You may ONLY enter through the 7th St. Entrance north of Indian School during the above hours to set up your booth prior to the festival opening each day. Once the festival is open to the public (11:30AM Saturday and Noon Sunday) you MUST walk in through the Main Entrance with a separately purchased ticket or Volunteer Check-In with an Exhibitor Wristband provided by the Exhibitor Manager. Entrance will be denied by security at Volunteer Check-In if Exhibitor is not wearing the Exhibitor Wristband.
10. **SUNDAY NIGHT STRIKE**: Exhibitors with vehicles enter at the 7th St. Entrance – north of Indian School Rd. No vehicles will be permitted on the festival grounds without Exhibitor Manager approval. Approval may occur at approximately 10:00 pm, Sunday, April 11, 2021. All property must be removed from the festival grounds by 11:30pm, Sunday, April 11, 2021.
11. **VEHICLES**: No vehicles are permitted in the festival site during event hours. All vehicles must be removed from the festival grounds by 10:00am Saturday and 10:00am Sunday or vehicles **WILL** be towed at owner's expense, **NO EXCEPTIONS**. Exhibitors must park in the provided Exhibitor Parking Lot, location provided in Exhibitor Packet - unless otherwise specified by Phoenix Pride in advance.
12. **RENTED SPACE**: **All business or other activity must be conducted within the rented space only! No distribution, canvassing, flyer's, 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. Violations may result in removal from the grounds.**
    a. **No subletting or sharing Exhibitor spaces without prior written approval from Phoenix Pride.**
13. **NOISE LEVEL:** Exhibitors are prohibited from having loud amplified music and/or voices from their assigned space, as a courtesy to fellow exhibitors.
14. **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.).
15. **ALCOHOL**: Alcohol beverage sales are prohibited. **Sale of or giving away of alcoholic beverages is strictly prohibited. EXHIBITORS FOUND IN VOLIATION WILL BE REMOVED WITHOUT REFUND. PHX PRIDE RESERVES THE RIGHT TO DENY APPLICATIONS FROM FORMER VIOLATERS.**
16. **STYROFOAM:** The use of Styrofoam is prohibited. Phoenix Pride is moving towards becoming a zero-waste event. As such, we request our vendors to utilize compost able or recyclable cups, plates, and utensils.
17. **BEVERAGE SALES**: **Exhibitors are prohibited from giving away water, non-sample size energy drinks, soda, and alcohol. Phoenix Pride reserves the sole right to sell alcohol. Exhibitors may sell Coca-Cola products only if purchased through Swire Coca-Cola, USA. Contact Matt Elvira at 480-487-7556 to arrange product purchase and delivery. This partnership with Swire will benefit Phoenix Pride and their Community Development Programs. Any failure to comply with these beverage rules may result in expulsion from the event.**
18. **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. Phoenix Pride is moving towards becoming a zero-waste event. Trash cans for recycling will be provided. Only recyclable materials are permitted in this receptacle. Exhibitor trash bags, not weighing more than 25 pounds, and recycling left at the back of the rented space will be picked up and disposed of by Phoenix Pride. Any food or cooking waste found in Phoenix Pride's cardboard trash containers intended for attendees will terminate your involvement with any/all 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 prohibit your involvement with any future Phoenix Pride events. Any items remaining in exhibit space Sunday night will be discarded. Phoenix Pride is not responsible for items left after 11:30pm, Sunday, April 11, 2021.

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19. **ELECTRICAL REQUIREMENTS:** All Exhibitors are automatically provided with electricity (10amps; food vendor's 20-30amps) as outlined in the Exhibitor Application. All cooking and/or electrical appliances must conform to the UNIFORM FIRE CODE OF MARICOPA COUNTY. Additional/Special Electrical needs will only be provided if Exhibitor Application and all related fees have been paid in full by Exhibitor Application deadline.

20. **VOLUNTEERS / STAFF FOR BOOTH:** Staffing of Exhibitor booth is the Exhibitor's responsibility. All volunteers/staff need an Exhibitor wristband to gain entrance into the event.

21. **ENTRY TICKETS or WRISTBANDS**: Entry tickets or wristbands are single-use only. Tickets/wristbands are issued to the Exhibitor's Representative during the first day of check-in, if not picked-up **by appointment from March 29 - April 2, 2021 (11:00AM-6:00PM) at the Phoenix Pride office.** Please distribute entry tickets or wristband to your staff or volunteers appropriately. Please provide your volunteers with a weekend telephone number to the Exhibitor's Representative in case they have problems with entry tickets or wristbands. LIMITED additional Exhibitor Wristbands are available for purchase at a discounted rate, email Eva@phoenixpride.org or call, 602-277-7433. **ONCE SOLD OUT, THAT'S ALL WE WILL HAVE.**

22. **PERMITS**: You are required to obtain and display all necessary permits and/or licenses in order to operate at the festival. 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. (REQUIRED FOR FOOD VENDORS AND HEALTH TESTING VENDORS.)

23. **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 covering the weekend of April 9-11, 2020".***

24. **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.
    a. The Phoenix Pride, City of Phoenix, and Sponsors are not liable for lost, damaged, or stolen exhibitor property.
    b. In the event of litigation, costs and attorney fees to prevailing party.

25. **WORKERS COMPENSATION INSURANCE**: Exhibitor is responsible for workers compensation coverage for your staff. Phoenix Pride does not carry Workers Compensation Insurance for your crew.

26. **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.

27. **REFUND / CANCELLATION POLICY**: Your booth is **NON – REFUNDABLE** unless cancellation, **IN WRITING**, is received by Phoenix Pride before 5pm on **March 1, 2021**. **If request is approved by Phoenix Pride, this will qualify your business/ organization for a 50% refund of exhibitor fees.**
    a. No refunds will be issued based on final booth location (no exceptions). Phoenix Pride is a rain or shine event.
    b. Cancellation must be received in writing by 5pm on **March 1, 2021**.
    c. No refunds after **March 1, 2021.**

28. **PROMISE OF PROFIT**: Phoenix Pride 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.

29. **CONFIRMATIONS:** Confirmation packet containing your booth number, booth location, check-in procedures, and additional information will be email, starting the week of March 20. 2021. Wristbands will not be mailed. Wristbands are available for pick-up by from March 29 - April 2, 2021 (11:00AM-6:00PM) at Phoenix Pride's offices. After April 2, wristbands will only be available at Exhibitor Check-In.

30. **FINAL AGREEMENT:** This agreement is the final writing and supersedes any prior negotiations.

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Additional Terms & Conditions Applicable to Food Exhibitors

1. 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 Fire.
2. 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. **All food vendors must check in and set up on Friday between 8:00am-6:00pm NO EXCEPTIONS!**
4. All food items must be stored inside the allotted space, covered and off the ground as mandated by the Maricopa County Health Department.
5. 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 psi 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. 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. Containers of butane or fuel must be affixed to post or other secure item.
8. **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 Baker 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. **GRAY WATER**: A gray water container will be provided at both food court areas behind the Food Exhibitors. Gray water must be dumped into this container, and not into tree planters or grass areas.
10. 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.
11. 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!
12. Food Exhibitors must post prices in a legible manner and in a visible space inside the booth only.
13. **Soda/Water/Energy Drink products**— Food Vendors are prohibited from selling water, energy drinks, sparking beverages, lemonade of any flavor, citrus based beverages, or shaved ice products, as exclusive contracts are in place with specific Phoenix Pride Sponsors. All beverage products must have a minimum retail price of $3.00. Swire Coca-Cola products may be sold for a minimum of $3.00 only if product purchased as arranged through Swire Coca-Cola refer line 17 page 2.

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ACKNOWLEDGEMENT OF TERMS: PLEASE SIGN AND RETURN VIA EMAIL or MAIL.

*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.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.
The below parties have signed this contract below to indicate their commitment to its terms.

Phoenix Pride Incorporate

_____

Authorized Signatory

Eva Steele

Program Manager

*Date:*_____

Phoenix Pride Festival Exhibitor

_____

Authorized Signatory and Company/Organization Name

*Date:*_____

***Must return this page completed to Eva@phoenixpride.org or mail to;**

Phoenix Pride INC

1430 N 5th St

Phoenix AZ 85006

Thank you for your continued support of Phoenix Pride. Your participation at our events has made it possible to give out $1 million dollars in grants and scholarships to local Phoenix non-profit organizations and scholars, since our inception! We look orward to celebrating 40 years of fortitude with you!

In Pride,
Phoenix Pride Team

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