



Phoenix Pride Rainbows Festival | **COMMERCIAL & NONPROFIT EXHIBITOR AGREEMENT**

OFFICE (MON-FRI) 602-277-7433 | exhibitors@phoenixpride.org

TERMS & CONDITIONS

Applicant understands that Phoenix Pride has legal possession and control of City of Phoenix's Heritage Square Park March 22-24, 2024.

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.

1. **Mission:** Applicant understands Phoenix Pride unites, 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 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 event for commercial use.
3. **Logo/Marks/Branding:** The printed use and/or distribution of any items containing any part of the event title, date, or words "Phoenix Pride" or "Rainbows Festival" is strictly prohibited. This does not apply to sharing event details or participation via social media pages or e-blasts. Please feel free to share event information tagging @PhoenixPrideAZ.
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:** Applicant understands the submission of completed application is not valid until payment is received.
6. **Exclusivities:** Any guarantees of exclusivity will require separate agreement between Phoenix Pride and interested party.
7. **Like Exhibitors:** Phoenix Pride reserves the right to set limits on like exhibitors at Phoenix Pride's discretion.

8. **Exhibitor Check-In/Set-up/Load-out hours:** All exhibitors agree to check-in, set-up, and load-out during the required times listed the Exhibitor Guidelines.
9. **Vehicles:** No vehicles are allowed on the grounds during festival hours except those included in entry i.e. Food Trucks, Sponsor branded cars. Any vehicle used for check-in/set-up must be removed from event site by 9 am.
10. **Pride Provided Tenting and Space:** All exhibitors agree to use the provided tent and space provided. Tent Branding is encouraged and accepted but must remain in the space provided. No distributing any promotional/marketing materials out in attendee walkways, food courts, stages, entry, etc. or anywhere outside of the rented exhibitor space. Violators risk removal from event, and potential future events.
11. **Exhibitor Space Sharing:** All exhibitors wishing to share a booth **must** email Exhibitors@phoenixpride.org for approval, before applying.
12. **Noise Level:** All exhibitors are prohibited from having loud or amplified music and/or voices from their assigned spaces, as a courtesy to fellow exhibitors.
13. **Nudity:** Phoenix Pride supports self-expression but reserves the right to limit any public displays of nudity. All clothing, costumes or other apparel worn must comply with the Obscenity Statutes of the State of Arizona and Public Decency Ordinance of the City of Phoenix. Phoenix Pride events welcome all ages, please keep in mind children and youth attend these events as well.
14. **Alcohol Sales-Distribution and Beverage Sales:** ALL alcohol sales and distribution are strictly prohibited! Phoenix Pride reserves the sole right to sell water, energy drinks, lemonade, and alcohol. Any violators WILL BE REMOVED from event and potential future events.
15. **Trash:** Exhibitors agree to provide their own trash receptacle for their booth generated waste, located at their designated booth. Event trash boxes are for attendees ONLY! Exhibitors agree to remove trash at the close of each event day and during load-out time. Any items left Sunday night are not the responsibility of Phoenix Pride and will be discarded.
16. **Insurance Requirement:** All exhibitors agree to provide Phoenix Pride with a copy of their Certificate of Insurance by February 20, 2024. NO exhibitor will be allowed onsite until COI is obtained by Phoenix Pride. COI requirements are outlined in the Exhibitor Guidelines.
17. **Indemnification:** Exhibitor covenants that it will protect, hold harmless & indemnify Phoenix Pride, the City of Phoenix, sponsors, officers, agents, and employees from 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 Phoenix Pride events.
 - a. Phoenix Pride, the city of Phoenix, and Sponsors are not liable for lost, damaged, or stolen exhibitor property. ANY EXHIBITOR caught stealing will be removed from current and all future events deemed necessary by Phoenix Pride.
 - b. In the event of litigation, costs and fees including but not limited to attorney fee's to prevailing party.

18. **Workers Compensation Insurance:** Exhibitors agree they are responsible for their workers compensation coverage on staff. Phoenix Pride does not carry Workers Compensation Insurance on exhibitors, sponsors, and their teams.
19. **Event and Overnight Security:** Phoenix Pride does provide event and overnight security and assumes no liability for property or equipment left on festival grounds. Exhibitors are allowed to leave tenting items and materials overnight during the event, but Phoenix Pride accepts no responsibility of any items. If leaving items overnight, exhibitors are encouraged and asked to cover tent and tabling items.
20. **Promise or Profit:** Phoenix Pride aims and hopes all events are successful for Phoenix Pride and attending exhibitors, however, we cannot and do not guarantee sales or profits and cannot be held liable for financial loss.
21. **Refund/Cancellation Policy:** All entries are non-refundable unless cancellation is received in writing to Phoenix Pride by or before February 20, 2024. If the request is approved, up to 50% will be refunded.
 - a. No refunds will be approved for dissatisfaction of booth placement.
 - b. Phoenix Pride Events are rain or shine.
22. **Final Agreement:** This agreement is the final writing and supersedes any prior negotiations.

Acknowledgement of Terms

Any exhibitor who fails to comply with any provisions outlined herein shall be subject to exclusion from future Phoenix Pride Events. Any violation of rules and regulations outlined herein will be grounds for revoking this License to Occupy and forfeit all fees paid to Phoenix Pride.

Applicants warrant and confirm the information provided in their application is, to the best of their knowledge, true and correct, and further certify they have read all information provided and agree to comply with Phoenix Pride's Terms and Conditions.

By clicking on the Acknowledgement of Terms button you are electronically signing this agreement, stating you have read and will comply with above Terms and Conditions.