

## PHOENIX PRIDE FESTIVAL EXHIBITOR AGREEMENT

OFFICE: 602-277-7433

EMAIL: exhibitors@phoenixpride.org

### AGREED TERMS & CONDITIONS

1. **Venue Control:** Phoenix Pride holds legal control of festival and event venue. This agreement grants a revocable license to occupy; Phoenix Pride may terminate this license at its discretion.
2. **Mission Adherence:** Exhibitors must support Phoenix Pride's mission to unite, educate, and empower the LGBTQ+ community. Phoenix Pride reserves the right to reject vendor applications that do not reflect the mission and values of Phoenix Pride.
3. **Photographic Rights:** Phoenix Pride retains all rights to event footage and prohibits unauthorized use.
4. **Branding Restrictions:** Use of "Phoenix Pride" or event-related branding is restricted, excluding social media marketing with proper tagging.
5. **Independent Contracting:** Exhibitors operate as independent contractors, not as employees or partners of Phoenix Pride.
6. **Application Submission:** Full payment validates the application. All payments must be completed by September 1<sup>st</sup>.
7. **Exclusivity:** Exclusive arrangements require separate agreements.
8. **Exhibitor Limits:** Phoenix Pride may limit similar exhibitors.
9. **Check-In/Set-Up:** Follow guidelines for check-in, set-up, and load-out times.
10. **Vehicle Restrictions:** Vehicles will not be allowed on Arizona Center, allowed in the parking ramp and streets only.
11. **Space Usage:** Use space; no unauthorized distribution of materials. Vendors who sign up for a space that allows them to bring their own tent is solely responsible for setting up and tearing down, and/or any damages.
12. **Booth Sharing:** We have discounted the vendor rates; all vendors must register their own space.

13. **Noise Restrictions:** No loud or amplified sounds.
14. **Nudity Policy:** Limit public displays of nudity.
15. **Alcohol Sales:** Strictly prohibited; Phoenix Pride controls beverage sales.
16. **Trash Management:** Provide your own trash receptacle and remove trash daily.
17. **Drone Use:** Drone usage is prohibited.
18. **Ice Purchase:** 40lb ice bags available for \$20 at festival bars.
19. **Water Policy:** Free water stations available; no sales or giveaways. Exhibitors are allowed to bring water/snacks in a cooler for their team only. These must be brought through check-in and for your teams only, violators may be asked to leave.
20. **Insurance Requirement:** Provide a Certificate of Insurance by September 1, as outlined in guidelines.
21. **Indemnification:** Hold Phoenix Pride harmless from all claims or liabilities.
22. **Workers Compensation:** Exhibitors are responsible for their workers' compensation coverage.
23. **Security:** The park will be fenced and closed to the public. Phoenix Pride provides 24-hour security. Exhibitors are not required to tear down Saturday night and can leave their items, however Phoenix Pride is not liable for exhibitor property left on festival grounds.
24. **Financial Expectations:** Phoenix Pride does not guarantee sales or profits.
25. **Final Agreement:** This agreement supersedes prior negotiations.
26. **REFUND / CANCELLATION POLICY:** By submitting this application, you affirm that you are authorized on behalf of your organization to assume responsibility for payment of the invoiced amount. Late payments may be subject to late fees. Registration fees are NON-REFUNDABLE and must be paid unless cancellation, IN WRITING, is received by Phoenix Pride before September 15. There is a \$100 refund/cancellation fee for registrations that have been paid over \$350.00.

## **FINAL AGREEMENT**

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 the Acknowledgement of Terms button in registration form, exhibitors confirm compliance with these Terms and Conditions, understanding that failure to comply may result in exclusion from future Phoenix Pride events. You also certify the accuracy of the provided information.*