Welcome to Denver PrideFest
produced by The GLBT Community Center of Colorado
Saturday, June 16 & Sunday, June 17, 2018
Commemorating Stonewall and the start of the LGBT civil rights movement

We appreciate your interest in Denver PrideFest and your support of the efforts of the Gay, Lesbian, Bisexual & Transgender Community Center of Colorado to engage, empower and enrich the lives of the GLBT community. We welcome your involvement and your commitment to human rights and social justice. As a two-day festival, we now host over 385,000 visitors over the weekend.

All food vendor applications will be reviewed and a selection process will make the final determination of food vendors that will participate in 2018. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth. Please complete the enclosed application and return to The Center no later than April 1, 2018. SUBMISSION OF THIS APPLICATION AND PAYMENT DOES NOT GUARANTEE ACCEPTANCE. YOU WILL BE NOTIFIED NO LATER THAN APRIL 15 IF YOUR APPLICATION HAS BEEN ACCEPTED. IF NOT ACCEPTED, YOUR SPACE FEE WILL BE REFUNDED IN FULL; YOUR APPLICATION FEE WILL NOT BE REFUNDED.

Please note that all food vendors on premises are required to carry liability insurance. You may either have your current company issue a certificate naming Denver PrideFest as additional insured, or you may participate in our insurance program. An application is available for download on the vendor page of our website.

If you have any questions, please contact us at The Center. We look forward to celebrating with you in June!

Best,
Carol Hiller
PrideFest Vendor Coordinator
303-282-5073
caroleyii@aol.com
Denver PrideFest ("The Festival") desires to permit said Food Vendor, and only said Food Vendor, to sell said items during the 2018 PrideFest event. NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

RIGHT TO SELL. Food Vendor, and only said Food Vendor, shall have the right to sell only the items submitted at the designated prices. Said sales are to occur only within the area designated by the Festival for the Food Vendor.

BEVERAGES. Food Vendor shall not sell, distribute, or in any way disseminate non-alcoholic or alcoholic beverages or food unless otherwise agreed upon in writing.

PRODUCTS. Food Vendor, and only said Food Vendor, shall sell only the items and/or services at the listed retail price (including all applicable sales taxes) as part of this application and agreement. Food Vendor shall sell the identified items at the specified price unless otherwise agreed by the Festival.

HOURS OF OPERATION. Food Vendor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Saturday, June 16, 2018 from 11:00 a.m. to 7:00 p.m. and Sunday, June 17, 2018 from 10:00 a.m. to 6:00 p.m. regardless of weather conditions. Closing early or opening late will result in the forfeiture of the Food Vendor’s damage deposit. Food Vendor understands that the Festival will be held regardless of weather.

SPACE SIZE. Space size will be 11 feet wide by 10 feet deep for Food Vendors. Space size will be 20 feet wide by 10 feet deep for Food Trucks. Any Food Vendor whose set up extends beyond the booth specifications will be charged an additional $50 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces. Food Vendor understands that the Festival, in its sole discretion, will assign space. Food Vendors must supply all supplies necessary to operate, including a properly weighted tent or canopy, to operate and withstand the elements of weather. The use of stakes is strictly prohibited.

SUBMISSION OF THIS APPLICATION AND PAYMENT OF THE NON-REFUNDABLE APPLICATION FEE DOES NOT GUARANTEE ACCEPTANCE. YOU WILL BE NOTIFIED NO LATER THAN APRIL 15, 2018 IF YOUR APPLICATION HAS BEEN ACCEPTED. IF YOUR APPLICATION IS ACCEPTED, YOU WILL BE BILLED FOR THE SPACE FEE. YOUR APPLICATION FEE WILL NOT BE REFUNDED FOR ANY REASON. BOOTH RENTAL FEES MUST BE PAID BY APRIL 30, 2018 OR YOUR SPACE WILL BE FORFEITED.

There are a limited number of spaces available in all categories.

A damage deposit in the amount of $100.00 will be charged if there is any damage to the Park or trash left behind after tear-down. Note that early strike on either Saturday or Sunday will result in the $100.00 damage deposit being charged.

No subletting of booth space shall be permitted.
COMMISSION. The Festival will retain 20% of the Food Vendor’s gross sales for the Festival plus a one cent per ticket infrastructure fee (Note item #36 re: payment, infrastructure fee and ticket redemption process after event).

SET UP. Set-Up must be done between 7:00 a.m. and 10:00 a.m. on Saturday, June 16, 2018. No cars will be allowed on site after 9:30 am. The Festival will provide limited overnight security. Site access by vehicle on Saturday morning will be limited to 30 minutes only and strictly monitored. No vehicles will be allowed on-site after 9:30 am. Vendor agrees to complete set-up on Saturday. Contact information and instructions for renting tents/canopies and other rental needs you may have will be included in your confirmation letter from the Festival upon acceptance.

LOAD OUT. All materials must be removed from Festival grounds by 9:00 p.m. on Sunday, June 17, 2018. Equipment load-out begins: Sunday, June 18, no earlier, and potentially later than, 6:30 p.m. Equipment load-out ends: Sunday, June 18, 9:00 p.m.

ABSOLUTELY NO EARLY STRIKE WILL BE PERMITTED. EARLY STRIKE WILL RESULT IN A CHARGE OF $100.00.

GRASS. DO NOT DRIVE ON THE GRASS. Vendor accepts liability for any damage to the grounds or other City and public or private property.

SIGNAGE. Vendor may only display its own business signs and banners within the assigned booth space.

TRASH. Spaces must be free of trash, litter and other refuse at all times. Failure to do so will result in forfeiture of damage deposit.

CONDUCT. Vendor may not smoke or consume alcoholic beverages within any assigned Festival space. Vendor must be suitably attired at all times. Behavior unsuitable for the Festival or which constitutes a public nuisance will not be permitted. Vendors will not engage in loud, live or recorded music during the Festival. The Festival in its sole discretion shall determine whether an act is unsuitable. Vendor will, at all times, abide by the festival code of conduct, attached.

STORAGE. There will be no storage allowed outside the booth space for any supplies, equipment or inventory.

ELECTRICITY REQUEST. Electrical Services. Vendor agrees to purchase electrical service, if necessary, from Festival. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by PrideFest and designated in writing as part of this Agreement. Please keep these restrictions in mind when applying and when planning your operations. No other form of generator or electrical service other than that provided by PrideFest is permitted. An electricity application and fee schedule is included with this agreement. It is your responsibility to supply all cables and extension cords of the proper type. If you are unsure of which gauge to use, call a qualified
electrician. Safe and adequate electrical service is the key to smooth booth operation at the Festival. Please bring an outdoor rated extension cord of at least 100 feet. No 3-phase service is available.

CANVASSING. Vendor may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and Vendor shall be liable for immediate closure, removal from the Festival and loss of all submitted monies.

RAFFLES. No raffles of any kind without a state raffle license are permitted at the Festival.

SITE INSPECTION. Vendor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of Festival, loss of damage deposit and/or charges to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition by 9:00 p.m. on Sunday, June 17, 2018.

GOVERNING LAWS. This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Colorado.

SECURITY. Vendor is responsible for the security of their own property and equipment at all times. While limited security personnel will be on duty at all times during the weekend, no security personnel will be assigned specifically to Food Vendors. The Festival shall not be held responsible for loss, theft or damage to any property left on the Festival grounds at any time.

LIABILITY. Vendor shall indemnify and hold the Festival, the Festival staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this Agreement, and shall reimburse the Festival for any costs, including but not limited to, reasonable attorney’s fees incurred in defense against any such claim.

VIOLATIONS. Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor’s participation in the Festival. In the event this Agreement is terminated as a result of any breach by Vendor, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

AGREEMENT MODIFICATIONS. No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.

AGREEMENT DEADLINE. This Agreement shall be signed by the Vendor and returned to the Festival on or before April 1, 2018. A $55 late fee will be assessed if application is
received or postmarked after the agreement deadline. The only payment forms accepted after deadline will be credit card.

CANCELLATION. Vendor understands in the event the Vendor cancels after May 1, 2018 or fails to provide the required documentations, permits, and fees, the entire booth fee will be forfeited.

REQUIRED DOCUMENTATION. Vendor agrees that, in the event this Agreement is terminated as a result of Vendor’s failure to provide any required documentation, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

RESOLUTION OF DISPUTES. In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party SHALL be awarded reasonable attorney fees and costs incurred as a result of said dispute.

BOOTH ACCESS. The Festival and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than Festival management.

FESTIVAL DISPLAYS. The Festival reserves the right to locate any exhibit or display where it is in the best interest of the Festival. The Festival reserves the right to cancel any exhibit or display that is not in the best interest of the Festival.

VENDOR SELECTION. Vendor selection is at the sole discretion of the Festival (The Center). Please note that all applications will be reviewed and a selection process will make the final determination of food vendors that will participate. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

LICENSES. To sell food/beverages at an OUTDOOR EVENT, you MUST contact Denver Environment Health to secure a Food Vendor Permit.

Food Vendor Licenses
Phone: 720-865-5401
Email: phicomments@denvergov.org
https://www.denvergov.org/content/denvergov/en/environmental-health.html

MENU REVIEW. Make an appointment with the Department of Environmental Health several weeks before the event to review your menu. The menu review and licensing must be completed before your first event, or you will not be permitted to operate.
FIRE PERMIT. Fire Department Permits are required for the use of any temporary power sources (propane, charcoal, generators, etc.) or any large tents/canopies. Fire Permits may be obtained on a “per event” basis, or you may obtain a yearly permit. The Event Organizer is responsible for obtaining all Fire Department permits on behalf of all the Vendors at an event. Submit your application and payment to the event organizer. If you are obtaining a yearly permit, the form and payment are submitted to your first event organizer and then a photocopy of the annual permit is submitted to subsequent event organizers.

LICENSE FEE. After the menu review, you must go to Excise & Licenses and pay your annual license fee. The license is valid for one year. Please note: If you are renewing your license, bring a copy of your prior license to the menu review and to Excise and Licenses.

Commissary Kitchen: Applicants without their own commissary kitchen must have access to a licensed kitchen for food preparation/storage. Please have the Affidavit of Commissary completed prior to your scheduled Menu Review Appointment. If you do not operate your own kitchen, the commissary kitchen you use cannot have a liquor license – this is a violation of the Colorado State Liquor Code. Please have written permission from the commissary kitchen at the menu review. If you are a Vendor from outside of Denver County, bring a copy of your commissary’s last inspection report.

REMINDER: Event Organizers are required to submit a complete list of licensed food and beverage vendors 10 days before the event to the Department of Environmental Health. Make sure you have completed all the necessary agreements with the event before that date. You will need to send a copy of your license to your Event Organizer.

LIABILITY INSURANCE. Your 2018 liability insurance requirement is $1,000,000. Please inform your liability insurance carrier to issue a certificate of insurance showing liability insurance coverage for PrideFest 2018 with Denver PrideFest 2018 - The GLBT Community Center of CO, and its staff, contractors, and volunteers listed as additional insured. You are also required to show proof of worker’s compensation insurance.

TICKETS / REDEMPTION. All food and beverage will be handled by strip tickets. To account for the 20% commission, your tickets should be valued in seventy-cent ($0.70) increments. Food Vendors may not accept cash under any circumstances. Anyone who is observed in violation will be immediately and permanently closed, and will not be able to return to the festival in the future. Food Vendors are responsible for controlling all of their redeemed tickets. Tickets will be exchanged for the equivalent cash value minus the 20% Commission (Item #7) and a one cent (.01) per ticket infrastructure fee at a location and time to be determined following the Festival. Wet, soiled or otherwise tampered tickets will not be accepted at the discretion of Denver PrideFest.
MANDATORY MEETING. There will be a Food Vendor Orientation Meeting at a time and place to be determined. You or a representative from your restaurant must attend this meeting in order for you to participate in the Festival. You will be liable for forfeiting your space & fees if this meeting is not attended. You will receive valuable information on maps, booth layout, electrical details, and financial procedures.

WATER. Potable water will be made available at the Festival. Food Vendors are responsible for providing a means of transporting water from the Festival’s source to assigned booth space.

WASTEWATER. Please do not dispose of wastewater anywhere other than Festival designated locations. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed. Wastewater barrels are provided by the Festival.

GREASE. Grease splattering is an area of highest concern. Please make sure you lay down a non-flammable covering underneath your cooking area. Please ensure grease-catching sheets extend beyond the primary cooking area to catch all splatters. Grease containers/barrels will be made available through Festival for Food Vendors.

REFRIGERATION & OVERNIGHT POWER. The Festival does not provide any form of refrigeration or overnight power.

PHOTOS. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

SUSTAINABILITY PROGRAM. We ask all Food Vendors to participate in our sustainability program, which has the following requirements: Serving Equipment - Food Vendor agrees that all food will be served on compostable paperware and with compostable utensils. NO Styrofoam should be used, nor is it permitted. Packaging Materials - Food Vendor agrees to purchase supplies that utilize cardboard only packaging, e.g. purchase corn in crates made from recyclable cardboard instead of crates made from non-recyclable wood or metal.