2020 Denver PrideFest Exhibitors: Agreement & Application

DEADLINES & FEES

There is a mandatory, non-refundable application fee of $60 for all prospective Exhibitors. Applications are due by April 1, 2020, including verification of nonprofit status, if applicable.

Applications received after April 1, 2020 will be assessed a $60 late fee in addition to the mandatory application fee of $60. Both the late fee and the mandatory application fee are non-refundable.

SUBMISSION OF THIS APPLICATION AND PAYMENT DOES NOT GUARANTEE ACCEPTANCE. YOU WILL BE NOTIFIED NO LATER THAN APRIL 15, 2020 IF YOUR APPLICATION HAS BEEN ACCEPTED. IF NOT ACCEPTED, YOUR SPACE FEE WILL BE REFUNDED IN FULL; YOUR APPLICATION FEE WILL NOT BE REFUNDED.

AGREEMENT

This application is a legal agreement between the applicant (Exhibitor) and the GLBT Community Center of Colorado, producer of Denver PrideFest (Festival). By completing and submitting this application, you agree to all terms and conditions outlined below. Please review carefully. Please note that submission of application or payment does not guarantee acceptance. Also note that due to city regulations, we are not able to provide exhibitor space to marijuana dispensaries.

DENVER PRIDE NON-DISCRIMINATION POLICY

Coors Light Denver Pride Parade participants, Denver PrideFest exhibitors, vendors, contractors, sponsors, staff, volunteers, and all personnel associated with the parade and festival agree at all times to honor and abide by the following statement of non-discrimination in word and action:

All persons associated with Denver Pride and Denver PrideFest will provide service to individuals without regard to an individual's sexual orientation, gender identity or expression, HIV/AIDS status, race, color, national origin, ancestry, creed, religion, sex, gender, physical or mental disability, age, marital status, military status, veteran status, citizenship or any other protected classification in accordance with state, federal, and municipal laws.

Anyone associated with the parade and festival, or their employees or associates in violation of this agreement will be asked to leave the festival grounds immediately and will forfeit all entry fees, rental fees, sponsorship fees, and deposits as applicable. Additionally, any actions taken
or statements made to individuals or groups contrary to this policy or the spirit and intention of this policy are not permitted in the parade or on the festival grounds, or in any communication associated with the parade or festival.

DENVER PRIDE CODE OF CONDUCT

All persons associated with Denver Pride, Denver PrideFest, and the Coors Light Denver Pride Parade agree:

- **To interact with guests, staff, volunteers, and all persons associated with the festival or parade in a respectful manner at all times and in accordance with the non-discrimination policy agreement;**
- **Not to use alcohol, marijuana, or other controlled substances while participating in any capacity with the festival or parade, and remain free from the influence of such substances while participating in any capacity with the festival;**
- **To be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;**
- **Not to engage in any behavior that is determined to threaten the safety of anyone participating in the festival or parade in any capacity, nor to engage in any behavior that is disruptive or interferes with the right of anyone associated with the festival or parade to conduct appropriate business or freely enjoy the festival;**
- **To represent the festival and parade in a positive manner at all times.**

The Festival desires to permit said Exhibitor, and only said Exhibitor, to sell said items (see Exhibit Booth Purpose & Products Form included below) during the 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:

1. **RIGHT TO SELL.** Exhibitor, and only said Exhibitor, shall have the right to sell only the items set forth in Paragraph 3 at the designated prices. Said sales are to occur only within the area designated by the Festival for the Exhibitor.

2. **VOTER REGISTRATION.** Will be handled by The Center on Colfax in partnership with a local agency.

3. **POLITICAL CANVASSING.** MUST be limited to the footprint of your assigned booth area. Campaign workers will not be permitted to walk around the festival to solicit.

4. **BEVERAGES & FOOD.** Exhibitor shall not sell, distribute, or in any way disseminate ANY nonalcoholic or alcoholic beverages or food, **INCLUDING WATER.** Violation of this regulation is grounds for immediate dismissal from the festival and forfeiture of all fees associated with participation.

5. **PRODUCTS.** Exhibitor, and only said Exhibitor, shall sell only the items and/or services at the listed retail price (including all applicable sales taxes) included on the Exhibit Booth Purpose & Products section of this agreement as part of this application and agreement. Exhibitor shall sell the identified items at the specified price unless otherwise agreed by the Festival.

6. **HOURS OF OPERATION.** Exhibitor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Saturday, June 20, 2020, from 11:00am to 7:00pm and Sunday, June 21, 2020, from 10:00am to 6:00pm regardless of weather conditions.
Closing or striking early or opening late will result in a $100 fee charged to the Exhibitor. Exhibitor understands that the Festival will be held regardless of weather.

7. BOOTH SIZE. Standard booth size will be 10 feet wide by 10 feet deep for Exhibitors. Additional sizes and rates are listed below. Any Exhibitor 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. Exhibitor understands that the Festival, in its sole discretion, will assign space. Exhibitors 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.

8. WEAPON SALES. The Sale of weapons of any kind are prohibited. You may bring samples so patrons can look and place an order to be shipped later.

9. SPACE REQUIREMENTS

Select the type of space that you will need, and the QUANTITY of spaces required: (1) or (2). *

- **$2,500: Premium Corporate Exhibitor Space** (Limited availability: 10x20 exhibit space with three-sided selling in high-traffic area. Corporate exhibitors are defined as companies with 100+ employees or if the exhibitor name references a company with 100+ employees)
- **$1,200: One Corporate Exhibitor Space** (100+ employees or if the exhibitor name references a company with 100+ employees)
- **$2,400: Two Corporate Exhibitor Spaces** (100+ employees or if the exhibitor name references a company with 100+ employees)
- **$525: One Commercial Exhibitor Space**
- **$1,050: Two Commercial Exhibitor Spaces**
- **$600: One Commercial Corner Exhibitor Space**
- **$1,125: One Commercial Corner Exhibitor Space, plus the Exhibitor Space next to it**
- **$650: One Broadway/Bannock Commercial Exhibitor Space**
- **$675: One Broadway/Bannock Commercial Corner Exhibitor Space**
- **$1,325: One Broadway/Bannock Commercial Corner Exhibitor Space plus the Exhibitor Space next to it**
- **$300: Non-Profit Exhibitor Space** Limited availability; no corner spaces available. Limited to non-profit organizations with required documentation.
- **$250: Youth Alley Exhibitor Space** Limited availability; reserved for non-profit organizations serving LGBTQ teens
- **$250: Family Area** Limited availability; reserved for nonprofit organizations serving family audiences

If you are applying as a nonprofit organization, please submit documents to verify your organization’s nonprofit status.

10. SUBMISSION OF THIS APPLICATION AND PAYMENT DOES NOT GUARANTEE ACCEPTANCE. YOU WILL BE NOTIFIED NO LATER THAN APRIL 15, 2020 IF YOUR APPLICATION HAS BEEN ACCEPTED. IF NOT ACCEPTED, YOUR SPACE FEE WILL BE REFUNDED IN FULL; YOUR APPLICATION FEE WILL NOT BE REFUNDED.
There are a limited number of spaces available in all categories.

A damage fee 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 fee being charged. All fees and deposits are due and payable with the submission of this agreement.

No subletting of booth space shall be permitted.

11. SET UP. Set-Up will begin at 7:00am on Saturday and must be complete no later than 10:00am. No cars will be allowed on-site after 9.30am on Saturday. The Festival will provide limited overnight security. Site access by vehicle on Saturday morning will be limited to 20 minutes only and strictly monitored. Exhibitor 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. There will be limited access to the site between 7:00am and 8.30am on Sunday morning. No cars will be allowed on-site after 8.30 am on Sunday.

12. LOAD OUT. All materials must be removed from Festival grounds by 9:00pm on Sunday, June 21, 2020. Equipment load-out begins Sunday, June 21, no earlier, and potentially later than, 6:30pm. Equipment load-out ends: Sunday, June 21, 9:00pm ABSOLUTELY NO EARLY STRIKE WILL BE PERMITTED. EARLY STRIKE WILL RESULT IN A CHARGE OF $100.00.

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

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

15. TRASH. Spaces must be free of trash, litter and other refuse at all times. Failure to do so will result in a $100 fine.

16. CONDUCT. Exhibitors may not smoke or consume alcoholic beverages within any assigned Festival space. Exhibitors must be suitably attired at all times. Behavior unsuitable for the Festival or which constitutes a public nuisance will not be permitted. Exhibitors 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.

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

18. ELECTRICITY REQUEST

Electrical Services. Exhibitor 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 the Festival and designated in writing as part of this Agreement. Please keep these restrictions in mind when applying and when planning your operations.

A separate electricity application and fee schedule is required to purchase electricity. 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.

**19. CHANGE.** The Festival is not responsible for providing cash or change to exhibitors.

**20. CANVASSING.** Exhibitors may interact with guests only from inside their booth space. Canvassing from outside of the booth space is not permissible. Exhibitor shall be liable for immediate closure, removal from the Festival and loss of all submitted monies if caught canvassing outside of their designated booth space.

**21. RAFFLES/PIERCING/TATTOOING.** No raffles, piercing or tattooing of any kind are permitted at the Festival.

**22. SITE INSPECTION.** Exhibitor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of Festival, a fee of $100 and/or charges to repair or correct the situation. Exhibitor is responsible for returning the vending site to its original physical condition by 9:00pm on Sunday, June 21, 2020.

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

**24. SECURITY.** Exhibitors are 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 Exhibitors. The Festival shall not be held responsible for loss, theft or damage to any property left on the Festival grounds at any time. Zipping / locking tents with 4 walls are strongly encouraged.

**25. LIABILITY.** Exhibitor 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 Exhibitor 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. All exhibitors are required to hold liability insurance naming Denver PrideFest as additional insured.

**26. VIOLATIONS.** Exhibitor 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 Exhibitor’s participation in the Festival. In the event this Agreement is terminated as a result of any breach by Exhibitor, Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

**27. 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.

**28. AGREEMENT DEADLINE.** This Agreement shall be signed by the Exhibitor and returned to the Festival on or before April 1, 2020. A $60 late fee will be assessed if application is received or postmarked after the agreement deadline.

**29. CANCELLATION.** Exhibitor understands in the event the Exhibitor cancels after May 1, 2020 or fails to provide the required items the entire booth fee will be forfeited.
30. REQUIRED DOCUMENTATION. Exhibitor agrees that, in the event this Agreement is
terminated as a result of Exhibitor’s failure to provide any required documentation, Exhibitor
shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated
damages.

31. 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.

32. 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.

33. 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.

34. EXHIBITOR SELECTION. Exhibitor selection is at the sole discretion of the Festival. Please
note that all applications will be reviewed and a selection process will make the final
determination of exhibitors that will participate in the festival.

35. FINAL APPROVAL. The Festival has final approval over all aspects of Exhibitors’
participation in the Festival and exhibitors’ booth display and contents. The Festival reserves the
right to accept or not to accept any exhibitor(s) for any reason whatsoever.

36. 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.

37. SUSTAINABILITY PROGRAM. PrideFest requests our exhibitors to use recyclable
products whenever possible. We discourage the use of plastic bags or other non-recyclable
options and encourage paper and eco-friendly bags.

38. ACCEPTANCE OF AGREEMENT

By accepting this agreement, participants, vendors, contractors, and sponsors agree to assume
responsibility for the behavior of employees or contingent on festival and parade grounds
associated with the company or organization.

I acknowledge the following: a) I have had the opportunity to review the entire Denver PrideFest
Exhibitor Agreement and I understand that I and my staff must abide by the rules set forth in this
Agreement; b) I have had the opportunity to consult with legal counsel if desired; c) I fully
understand the terms and conditions set forth herein and agree to be bound by the same; and
d) I have or will purchase liability insurance naming PrideFest as additional insured.