

2020 St Pete Pride Festival Agreement

St Pete Pride Exhibitor agreement for the 2020 St Pete Pride Weekend, Exhibitor agrees to each and all clauses set forth in this agreement and identified in the Pride Exhibitor application herein incorporated by reference. Failure by the Exhibitor to abide by any clauses set forth in this agreement of the 2020 St Pete Pride Weekend gives St Pete Pride, Inc. (hereinafter known as SPP) and/or the authorized agents of SPP the right to (1) immediately terminate this agreement (2) require Exhibitor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to SPP for the right and privilege of participating as a Pride Exhibitor of the 2020 St Pete Pride Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of SPP.

SPP agrees to provide each Exhibitor of the 2020 St Pete Pride Weekend with a 10 x 10 space in the Pride Festival of the 2020 St Pete Pride Weekend. In the event the Exhibitor fails to appear at the Festival and claim their reserved Festival space by 10:00 AM, Eastern Time Zone, on Sunday, June 28, 2020, SPP reserves the right to assign, and or resell, such space to another prospective Exhibitor without further notice, nor refund, to the undersigned Exhibitor. If it appears, or it is necessary, for the undersigned Exhibitor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with the SPP.

Non-Discrimination: Exhibitor agrees that it does not discriminate in hiring, employment, participation or services rendered based on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, or health status.

Exhibitor agrees to obey all rules and instructions as directed by the Pride Exhibitor Coordinators and SPP during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to SPP.

Exhibitor agrees and acknowledges that amplified sound, power generators of any kind, and barbeque grills, within or around your designated space, is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by Exhibitor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to SPP.

Exhibitor agrees and acknowledges to abide by all directions by SPP and the City of St. Petersburg, which seek to protect the environment and infrastructure of City Property and the safety of Festival patrons. Exhibitor hereby acknowledges its liability, and agrees to compensate SPP for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of City Property which causes SPP to pay for the repair, replacement, or other remuneration to the City of St. Petersburg for such damage to the environs or infrastructure of city property.

SPP retains the exclusive rights to serve and sell all drink beverages (this includes water) at all sites and operations of the 2020 St Pete Pride Weekend. Serving or selling any beverage (including water) and food is prohibited. SPP reserves the right to confiscate for the duration of the festival any beverages (including water) or food. Any failure to strictly adhere to this SPP policy may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to SPP.

Out of fairness and consideration of all Festival participants, Exhibitor acknowledges and agrees to only utilize such space contained within the confines of its space, and not to extend beyond 5 feet directly in front of its space, for any sales, distribution, or other solicitation by the Pride Festival participant. Exhibitor acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Festival Grounds in any effort to promote its space’s purpose. SPP will make every reasonable effort, as allowed by law, to prohibit any unauthorized “canvassing.”

As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, Exhibitor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

SPP reserves the right to prohibit, within any Pride Exhibitor space or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current SPP sponsor. Any questions concerning current SPP sponsors should be directed to the Event Manager prior to the event.

Exhibitor shall not display, offer for view, or sell any illegal or contraband items. The laws of the State of Florida and local ordinances of the City of St. Petersburg and Pinellas County shall control. Exhibitor shall not display, offer for view, or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations of the 2020 St Pete Pride Weekend.

Exhibitor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned, or marked in any manner with “St Pete Pride” or “Pride St. Petersburg”. Even when printed with other words, Exhibitors shall not offer phrases, logos or artwork with any variations of these words.

Exhibitors shall not sublet their space to anyone.

Exhibitor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the SPP or its representatives responsible for any type of permits other than for the festival itself. Exhibitor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Exhibitor shall hold itself out as an Agent of SPP.

Cancellations / Refund Policy: A 50% refund will be given with a written request received by April 30, 2019. No refunds will be given for any request received after April 30, 202.

Exhibitors are solely responsible for the security of all items in their space at all times.

SPP makes no representation or guarantees towards actual festival attendance.

Exhibitor understands that SPP has no control over weather, acts of God, acts of terrorism, governmental intervention, or any other cause that may prevent and alter and or interrupt the festival weekend, and participants shall hold SPP harmless for any losses that could arise

because of such event. SPP does not refund space fees due to weather, acts of God, acts of terrorism, or governmental intervention. Announcements regarding cancellation of any event will be made online at www.stpetepride.com at a minimum of two hours prior to the event start time.

SPP reserves the right to place Exhibitors in a space location at the complete discretion of SPP. SPP shall have sole and complete authority to place the participant in any location contained in the Festival Place, irrespective of the participant's request. SPP makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the Pride Festival. SPP cannot speculate, nor control, the popularity of one area of the Festival over the other.

Exhibitor, upon vacating their space space(s), will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Exhibitors to clean their space site may result in the future denial of Exhibitor participation.

Exhibitor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Exhibitor participant's space. Optional liability insurance is available for the Festival Weekend at additional cost to the Exhibitor participant and may be purchased from SPP's insurance vendor. To obtain additional information, please contact SPP.

Signs/Banners/Cart Materials shall be made of a flame retardant material and proof of such fire retardant rating shall be made available upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Exhibitor's operation until such information is satisfactorily provided. Any losses or damages by Exhibitor are hereby waived against the St Pete Pride, Inc. for failure to have such information readily available for inspection.

Photographs and Grant of Rights: The exhibitor and its participants grant SPP the right to take still or moving photographs, video, digital, audio, or other recordings, and to reproduce, display, distribute perform, digitize, transmit, broadcast, and otherwise use those images, in any and all media and manners now known or hereafter discovered throughout the world in perpetuity. These images may be used by SPP for any purposes whatsoever including without limitation to all promotional and advertising uses, on its websites, and for other purposes. The exhibitor releases SPP from any and all claims, actions and demands arising out of or in connection with the images, including without limitation any and all claims for invasion of privacy, publicity rights defamation, trademark rights and all other rights.

Any modification of this agreement shall be null and void unless said modification is set forth in writing and signed by the same parties (or their representatives) having acknowledged this agreement. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by both parties.