



June 4<sup>th</sup> & 5<sup>th</sup> 2022

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# 2022 Exhibiting Vendor Agreement

*All vendors agree to abide by all vendor terms and conditions as well as festival guidelines in order to participate.*

## **MISSION AND VISION**

**MISSION:** Utah Pride unites, empowers and celebrates Utah's diverse LGBTQ+ community by providing a safe and welcoming space for education, partnerships, services & events which advance our collective health, wellness & success.

**VISION:** Our vision a thriving LGBTQ+ community in Utah.

The Utah Pride Center and the Utah Pride Festival reserve the right to reject any application of, or prohibit participation by any exhibitor, vendor, entertainer, volunteer and/or parade entry, in whole or in part, including, but not limited to, any person, organization, article, conduct, printed matter, catalogue, or souvenir, that in its sole and absolute opinion, is not suitable to and in keeping with the character and guidelines of the Utah Pride Festival and the mission and vision of The Utah Pride Center.

## **NON-DISCRIMINATION**

Vendor will agree to abide by a non-discrimination policy and provide all merchandise and services available to all individuals regardless of sexual orientation, gender identity, gender expression, race, color, religion (creed), age, national origin (ancestry), disability, marital status, or military status. Vendors will show sensitivity to the LGBTQ community and all cultures included at the festival. Vendors will not participate in cultural appropriation which includes taking intellectual property, traditional knowledge, cultural expressions, or artifacts from someone else's culture without permission.

## **ENFORCEMENT**

Vendor understands that not abiding by the Vendor Agreement may be grounds for immediate expulsion and exclusion from future Festival participation. All vendor fees are 100% non-refundable. The terms and conditions of Vendor Agreement are subject to change. Vendors will be notified of any changes.

## **SEVERABILITY**

The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

## **FORCE MAJEURE**

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. Utah Pride may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

## **AMENDMENTS**

This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.

## **LIABILITY**

Vendors shall indemnify and hold harmless the Utah Pride Center/Utah Pride Festival against any and all liabilities that may arise as a result of your participation in, and conduct at, the Utah Pride Festival. Each Vendor assumes all liability for their own goods and supplies (i.e. should a Vendor decide to leave goods and supplies overnight, the Utah Pride Festival and Utah Pride Center hold no liability). Vendors agree to maintain the Festival grounds including, but not damage the grass (beyond normal wear), plants, ground fixtures, statues, and buildings.

## VENDOR INSURANCE

To participate in the Utah Pride Festival all vendors are required to carry General Liability insurance with a minimum \$1,000,000 per occurrence coverage. Vendors must present a "Certificate of Liability Insurance," which specifically names the "Utah Pride Center at 1380 South Main Street, Salt Lake City, UT 84115" and Salt Lake City Corporation named as additional insured with respect to the Utah Pride Festival held on June 4th & 5th, 2022.

All vendors are required to provide the "Certificate of Liability Insurance" to the Utah Pride Festival before booth placement is assigned and receiving your vendor packet with tickets, load-in passes, etc.

Most insurance carriers will provide the "Certificate of Liability" Insurance free of charge. If your insurance company cannot or does not provide this, Utah Pride will refer you to a low-cost program that can provide a short-term vendor policy. Visit [www.UtahPrideInsurance.com](http://www.UtahPrideInsurance.com) for more details and pricing.

**Vendors will not be admitted into the Utah Pride Festival until the "Certificate of Liability Insurance" is provided. A sample "Certificate of Liability" Insurance is available on final page of this document.**

## PAYMENTS AND TAXES

All application and registration fees are 100% non-refundable. All payments are accepted via a secure online payment system and must be received by the deadline to receive the agreed upon (early bird, standard or late) rates. If you are selling merchandise or services from your booth, you are responsible for calculating and reporting all applicable taxes to the IRS and Utah State Tax Commission.

## VENDOR AGREEMENT DEPOSIT

Vendor agrees to \$150 deposit in form of a credit card on file. The credit card hold will be released at the end of the event assuming vendors space is returned to pre-festival condition and no rule violations occur. Deposits may be withheld at the discretion of The Utah Pride Festival for, but not limited to, failure to show, late arrival, early leaving, violation of this agreement, unauthorized sales, trash left behind, early load out and unattended or damaged booths. If credit card is declined, vendor will be invoiced and agrees to pay any additional fees accrued.

## FOOD & BEVERAGES

All vendors agree to **not** sell or distribute any type of beverage. Each vendor is allowed to arrive with one cooler containing food for personal consumption. Vendors understand that they risk immediate expulsion if they bring into the festival any alcohol. No outside foods/deliveries are allowed into the festival grounds. *Free water will be available at our water stations to refill your reusable water bottles.*

## COMPLIMENTARY WATER & ICE

In addition to the free water available at our water stations to refill your reusable water bottles, each vendor will receive one case of bottled water and one bag of ice for the weekend. At the vendor orientation meeting you will be given a voucher for each, to exchange at the Vendor Office on the festival grounds. The complimentary bottled water has been provided for your staff's use, please do not distribute to the public. Additional water and ice is available for purchase at the vendor office while supplies last. Please bring an empty cooler to hold your complimentary water and ice. No additional beverages are allowed into the festival grounds. **Please make sure to place all used water bottles in the blue recycle totes.**

## APPLICATION REVIEW PROCESS

Each Exhibiting Vendor application will be subject to a review process. Please allow 5 business days for us to review your application. This process will ensure that the proposed products/services being offered are in accordance with the Exhibitor Vendor Agreement Terms and Conditions and Utah Pride Center's Mission and Vision.

## VENDOR DEADLINES

Early Bird Rates	March 26 <sup>th</sup> Application Deadline	March 31 <sup>st</sup> Payment Deadline
Standard Rates	April 25 <sup>th</sup> Application Deadline	April 30 <sup>th</sup> Payment Deadline
Late Rates	May 10 <sup>th</sup> Application Deadline	May 15 <sup>th</sup> Payment Deadline

## **VENDOR ORIENTATION ATTENDANCE**

All exhibiting vendors and sponsors are required to attend one of four vendor orientation meetings. For your convenience, orientations will be held at the Utah Pride Center at 1380 South Main Street.

Friday, May 20<sup>th</sup> @ 4pm

Saturday, May 21<sup>st</sup> @ 10am

Monday, May 23<sup>rd</sup> @ 4pm and 6pm

## **REQUIRED VENDOR HOURS**

Booths open on Saturday, from 1pm to 9pm.

Booths open on Sunday, from 11am to 7pm.

Vendors are not allowed to open late or close early without prior written permission.

Vendors understand that during the Security Sweeps (Saturday 12-1pm and Sunday 10-11am), vendors can only gain access via the Vendor Gate with your ticket in hand.

## **VENDOR OFFICE / ENTRANCE / GATE**

The Vendor Office / Gate is located on the sidewalk of 200 East & 500 South. Vendor staff are required to enter via the Vendor Office / Gate. Vendor tickets will only be valid at the Vendor Gate entrance. Vendor vehicles with a time/date specific pass must enter from 500 South and exit at 400 South.

## **VENDOR TICKETS**

All vendors must agree to abide by all ticket procedures to participate. All vendor staff and volunteers must have a ticket to enter the festival grounds. Tickets will be distributed at Vendor Orientation. Each vendor is responsible for the distribution of tickets to their staff.

Complimentary and additional discount vendor tickets are for vendor staffing use only. Vendor tickets are not required for loading in or out before or after the festival. Vendor staff tickets are required during grounds sweeps and during festival hours. Additional tickets can be purchased at the entrance gates for \$15 each or for a discount if purchased at/prior to Vendor Orientation.

Complimentary Saturday Festival Tickets – 5 vendor tickets (\$75 value)

Complimentary Sunday Festival Tickets – 5 vendor tickets (\$75 value)

Additional vendor tickets may be purchased at a discount, if purchased at/prior to Orientation. (\$10 each or 10 for \$100)

## **VENDOR LOAD-IN & LOAD-OUT HOURS**

All vendors must agree to abide by Exhibiting Vendor load-in and load-out hours to participate. Each vendor may sign-up for one load-in pass per day which allows a 45 minute window to drive in, unload and get out of the festival grounds. Late arrival will not adjust your assigned access time.

Friday load-in hours: 3pm-9pm

Saturday load-in hours: 7am-10am

Sunday Re-stocking hours: 8am-10am

Sunday load-out hours begin at about 8:00 pm at the soonest and last until about 11:00pm. (Vendor vehicles will not be allowed access to the festival grounds until all patrons have exited the grounds and security has declared the space safe for vehicles to enter - typically after 8:00 pm.)

## **ENTERING & EXITING**

Vendors agree to not drive on grass or sidewalks and abide by all move-in/out instructions. Load-In will be completed during specific hours; walk-ins are welcome during the load-in hours, drive-ins require a parking pass with an assigned 45 minute window. Vendors may sign-up for their load-in pass during Orientation and are based upon a first-come-first-serve basis. Jumping the security fence or opening an unauthorized access is strictly prohibited and may result in expulsion from the Festival and/or forfeiture of the Vendor Agreement Deposit.

Vehicles left unattended, without an approved valid visible load-in dashboard pass, will be towed at the owner's expense. Vendors who do not arrive within their assigned load-in time may not be allowed to bring a vehicle into the festival grounds. The Utah Pride Festival is not liable for any parking citations. All vehicle access within the festival grounds is strictly limited to the approved paved roads.

In order to ensure the safety of all pedestrians, vehicles are not allowed to re-enter the festival grounds until the crowds have dispersed, typically about an hour after the official end time. Vendors will be notified when it is safe to allow vehicles back into the festival grounds.

#### **BOOTH PLACEMENT**

Booth placement is not implied or guaranteed. The Festival accepts no responsibility for adjacent vendors selling similar items or guaranteeing exclusivity. Specific booth placements will not be announced until the Vendor Orientation meetings.

#### **VENDOR EQUIPMENT**

You will furnish all equipment, inventory, supplies and personnel for your booth, except as specifically ordered on your registration form. Vendors agree to care for and maintain the condition of the Utah Pride Festival's rented equipment and may be held financially responsible for any/all damage. Rental Equipment includes, but is not limited to canopies, tables, chairs, and electrical outlets.

#### **BOOTH SPACE, PRODUCTS & PROMOTION**

Vendors will only sell approved items disclosed on the vendor application prior to review and approval. All displays/merchandise must be within the paid rented space. Signs, games, tables, etc. must all remain within the rented space. Spilling out into aisles with items will not be permitted. The only exception are vendors within the Interactive Zone. Distribution of handbills/fliers or solicitation outside of rented space is strictly prohibited. Vendors are not allowed to sell any merchandise displaying the official Utah Pride Festival logo.

**Vendors understand that the sale of weapons such as, but not limited to, knives, mace, fire arms, martial arts weapons, throwing stars, metal knuckles, etc. are prohibited. As required by the Utah Department of Alcohol Beverage Control, no one is allowed to sell, distribute, possess, deliver or use illegal drugs or drug paraphernalia.**

#### **INTERACTIVE ZONE**

The interactive zone may be anchored by the Utah Pride Festival's interactive games and complimented by up to 8 vendors wishing to create an interactive experience for the Utah pride Festival attendees. They will work as a community to ensure every vendor in that zone is given equal time. Interactive displays will be appropriate for all festival attendees i.e. children, youth, adults etc. If fellow vendors express grievances, the vendor in question may be removed from the festival. Promotional items and displays for each vendor must stay within their paid rented space. Signs, tables, etc. must all remain within the rented space. Only interactive activities may be outside the rented space, all promotional business, discussions, sales are limited to within the booth space.

#### **NOISE LIMITATIONS**

In order to respect the needs of all vendors, music of any kind will not be allowed to be audible from beyond the rented booth space without prior written permission.

#### **SUSTAINABILITY & WASTE MANAGEMENT**

A goal of the Utah Pride Festival is to become a zero-waste event. This means that 90% or more of all waste generated will be diverted away from the landfill to be reused, recycled or composted. The easiest way to achieve this goal is to not generate the waste to begin with.

Please help us reach that goal by:

- No single use plastic bags
- Please encourage your staff to arrive with their own reusable water bottle and use our onsite water stations.
- Utah Pride reusable water bottles will be available onsite for purchase.
- All corrugated cardboard, aluminum cans and plastic water bottles are to be recycled.
- A cardboard drop site will be provided near the vendor office. Green Team will help direct to correct location. DO NOT place cardboard boxes within the blue recycle totes. Contaminated boxes (greasy pizza, food, etc.) do not go into these bins - they are not recyclable.
- Your area will be free of all trash/recyclables by the end of each day, and these items will be placed in the proper receptacles.
- Washington Park shrink-wrapped garbage are not to be used.
- Donate any unused items when leaving the festival by placing in a box marked "Donation" near the Vendor Office.
- Make a "Green Leaf" donation to help fund our Green Team's environmental efforts.

**SMOKING AND TOBACCO PRODUCTS**

In accordance with City Ordinance Chapter 15.30, smoking is prohibited on the festival grounds. Furthermore, it is the policy of the Utah Pride Festival that the sale of tobacco or tobacco-related items are prohibited on the festival grounds. Electronic cigarettes or "vaping" is also prohibited on the festival grounds.

**NUDITY**

Nudity is not permitted at the Festival per Utah State Law.

**NUDITY IN REGARDS TO DEPICTIONS OF NUDITY**

Vendor agrees to limit depictions of nudity (pictures, sculptures, paintings, video or printed materials, etc.). If Items are found to be inappropriate vendor will be asked to be remove them or vendor may risk being removed from the festival.


**NO PETS**

Vendors, and all participants of the Utah Pride Festival, will not be permitted to bring pets into festival grounds. *Only leashed service dogs will be allowed to enter, if they meet the ADA requirements. This does not include emotional support, comfort or therapy dogs.*

**ADDITIONAL QUESTIONS**

For any additional information, email the Vendor Team at [vendors@utahpridecenter.org](mailto:vendors@utahpridecenter.org). Please include a phone number so that we can efficiently return your call if needed.

**Sample of Insurance Certificate:**

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 04/28/2016	
<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small></p> <p><small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small></p>					
<b>PRODUCER</b> ABC Insurance Agency 3560 S 2300 E Salt Lake City, UT 84109			<b>CONTACT INFORMATION</b> Joe Insurance Agent Lic. No. Exp: 901-111-1111 FAX Lic. No: Phone: Address:		
<b>INSURED</b> ABC T-Shirts LLC 123 Main St Salt Lake City, UT 84111			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United States Liability Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>	
<p><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>					
<b>LINE</b>	<b>TYPE OF INSURANCE</b>	<b>DESCRIPTION (INS, W/O)</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF (MM/DD/YYYY)</b>	<b>POLICY EXP (MM/DD/YYYY)</b>
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> AGG. <input type="checkbox"/> LOC		12345ABCDE	04/28/2017	04/28/2018
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> GEN. RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRS EXCLUSION (Mandatory in MI) Y/N <input type="checkbox"/> N/A <input type="checkbox"/> If Ins. Search under DESCRIPTION OF OPERATIONS below				
					LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPLY OF AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ INC. STATUS: <input type="checkbox"/> OTHER: <input type="checkbox"/>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Utah Pride Center and Salt Lake City Corp. are Additional Insureds with respect to the Utah Pride Festival held at Washington Square/Library Square in Salt Lake City, UT on June 2-4, 2017.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Utah Pride Center Salt Lake City Corp. PO Box 1078 Salt Lake City, UT 84110			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  is/ Agent		