



Pikes Peak Gay & Lesbian Community Center
 Colorado Springs PrideFest 2006 – Vendor Agreement

THIS AGREEMENT dated this _____ day of _____, 2006 is by and between Pikes Peak Gay & Lesbian Community Center (a nonprofit corporation), as administered by the 2006 PrideFest Committee ("The Committee"), and _____ ("The Vendor") whose permanent address is:

***Food Vendors –Please
 attach a copy of your
 Health Permit.***

 _____ Zip: _____
 and whose telephone number is: (_____) _____ - _____
 and whose Tax ID number is: _____.
Vendor Contact Person Name: _____
 Email Address: _____

If ***not*** selling items at the 2006 PrideFest event, please check here ___ and go to the Hours of Operation Paragraph.

The Committee desires to permit said Vendor to sell said items during the 2006 PrideFest event. **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:** Vendor shall have the right to sell items during PrideFest 2006. Said sales are to occur only within the area designated by the committee for the Vendor. Please attach list of items for sale.
- **BEVERAGES:** Vendor shall not sell, distribute or disseminate non-alcoholic or alcoholic beverages unless otherwise agreed upon by The Committee in writing.
- **HOURS OF OPERATION:** Vendor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Sunday, July 16, 2006 from 10:00 am to 6:00 pm regardless of weather conditions. If Vendor closes early for any reason, Vendor may, at the sole discretion of the committee, be precluded from participating in future events. Vendor understands that PrideFest will be held regardless of weather conditions.
- **BOOTH SIZE:** Booth size will be 12' wide by 12' deep. Any Vendor whose booth extends beyond this size will be charged an addition \$50 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces. Vendor understands that The Committee, at its sole discretion, will assign space. Vendors must supply their own booths and all supplies necessary to operate within booth space. Tents shall be adequately anchored to withstand the elements of weather. Vendors must provide their own anchoring devices, but cannot use devices that dig into the earth.
- **LOCATION:** If you are a previous Vendor, and would like the same space you occupied last year, please check here: _____. The PrideFest Committee will make every effort to accommodate this request, but please take note we may be unable to do so.
- **SPACE RENTAL FEE:** Vendor agrees to rent a booth space during PrideFest 2006 to be held on Sunday, July 16, 2006. Because funds raised at Colorado Springs PrideFest go directly towards supporting PrideFest and the work of Pikes Peak Gay & Lesbian Community Center, this year we are asking **for-profit businesses to pay \$150 and nonprofit organizations to pay \$100.** All fees and deposits are due and payable with the submittal of this agreement. As always, to keep our PrideFest ever-growing and fun for the whole community, sponsorships and reduced-rates for booths are available. Call (719) 471-4429 for details if this is an issue for your group.
- **NEW! TENT RENTALS:** Aaa Rental is providing **discount tent rentals and tent set-up** for PrideFest Vendors. To take advantage of this offer, call Bob at (719) 593-7008. Be sure to tell them you are a PrideFest Vendor.
- **SET UP:** Vendor will set up between **8 am and 10 am** on Sunday, July 16, 2006.
- **TEAR DOWN:** Vendor will remove all materials from the Park grounds by 7 pm on Sunday, July 16, 2006.
- **GRASS:** Vendor will not be permitted to drive on the grass at any time, for any reason. **NEW:** The Committee has secured permission for vendors to load and unload during the designated set-up and tear-down times on Bijou and Platte next to the park.
- **SIGNAGE:** All Vendor signs and banners must be contained within the assigned booth space. Each Vendor is responsible for supplying their own signs for their booth.
- **TRASH:** The Vendor will keep their booth free from trash, wastewater, litter and other refuse items at all times. Failure to do so will result in a \$50 fine.
- **CONDUCT:** Vendors will not engage in loud, live, or recorded music during PrideFest. Vendor will abide by the rules and regulations of the City of Colorado Springs.

- **STORAGE:** The Vendor will not store supplies, equipment, or inventory outside their designated booth.
- **ELECTRICAL SERVICES:** There will be no electricity, generators, trailer, vans, or other such mechanical devices allowed unless approved by The Committee and designated in writing as part of this Agreement. The Committee only has limited access to electricity in the park. If you must have electricity, call (719) 471-4429 to make arrangements. **The city charges PPGLCC for electricity, so please add \$50.00 to your payment if you will require electricity.**
- **CHANGE:** The Committee is not responsible for providing change to Vendors.
- **CANVASSING:** Vendors 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 PrideFest and loss of all submitted monies. Canvassing may be done outside of PrideFest boundaries. (Special canvassing opportunities are available through The Committee).
- **SITE INSPECTION:** Vendor is responsible for leaving their designated space as found. Failure to do so will result in any charges required to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition by 7 pm on Sunday, July 16, 2006.
- **GOVERNING LAWS:** The laws of the State of Colorado and the health, sanitation, and fire regulations of the City of Colorado Springs and/or the County of El Paso shall govern this Agreement.
- **SECURITY:** Vendors 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 PrideFest, no security personnel will be assigned specifically to Vendors. Pikes Peak Gay and Lesbian Community Center shall not be held responsible for loss, theft, or damage to any property left on the Park grounds at any time.
- **LIABILITY:** Vendor shall indemnify and hold Pikes Peak Gay and Lesbian Community Center, The Committee, contractors, staff 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 Pikes Peak Gay and Lesbian Community Center for any costs, including but not limited to, reasonable attorney's fees incurred in defense of any such claims.
- **VIOLATIONS:** Vendor acknowledges that a breach of any of the terms of the Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in future PrideFest events. 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 the 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:** The Agreement shall be signed by the Vendor and returned to The Committee on or before July 15, 2006. This Agreement shall become effective when signed by The Committee upon receipt.
- **CANCELLATION:** Vendor understands in the event the Vendor cancels after July 1, 2006, or fails to provide the required materials, the entire booth fee will be retained.
- **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 Committee 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 The Committee.
- **PARADE ENTRY:** As part of the booth rental fee, the **Vendor will be provided a complimentary spot in the PrideFest Parade.** If you are planning on entering a float in the Parade, please check here _____, and fill out the attached registration form. If you will be participating in the Parade, you additionally agree that no object of any type is allowed to be thrown from any vehicle/bike or person(s) during the parade and along the route.
- **PRIDEFEST DISPLAYS:** The Committee reserves the right to locate any exhibit or display where it is in the best interest of PrideFest. The Committee reserves the right to cancel any exhibit or display that is not in the best interest of PrideFest. If it is found that a Vendor has misrepresented themselves, or supplied false information to the PrideFest Committee, the Committee reserves the right to have the Vendor removed from PrideFest, and the Vendor will forfeit any fees to already paid.

By signing this Agreement, Vendor acknowledges that:

- λ Vendor has had the opportunity to review this Agreement;
- λ Vendor has had the opportunity to consult with legal counsel, if desired; and
- λ Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Vendor Signature

Vendor Company (Please Print)

Executed this _____ day of _____, 2006. (For Vendor)

PLEASE RETURN WITH PAYMENT BY: JUNE 16, 2006, TO:

Pikes Peak Gay & Lesbian Community Center

PO Box 607, Colorado Springs, CO 80901

P: (719) 471-4429 F: (719) 471-3293 E: pridefest@ppglcc.org

**PrideFest
Representative
Signature:**

λ Checks should be made out to Pikes Peak Gay & Lesbian Community Center or PPGLCC.

λ Please ensure payment is received prior to event.