

## **Terms & Conditions - English**

### **Pride Pets 2023**

#### **Rules and Regulations**

##### **For Exhibitors, Vendors, and Access Credential Holders**

Pride Pets festival (hereinafter referred to as "**Event**") for the public as an educational and entertainment event. It reserves all rights as producers, including the right to reject any application submitted to us at our sole discretion, without explanation.

Exhibitor / Vendor (hereinafter referred to as "**Applicant**") understands that Greater Fort Lauderdale Pride, Inc. (hereinafter referred to as "**GFLP**") has legal possession and control of the Event venue located in Esplanade Park on September 30, 2023 pursuant to agreements with the City of Fort Lauderdale.

Applicant further understands that the use granted by GFLP hereunder is a License to Occupy only, and is not coupled with an interest in the property; that GFLP retains the right to terminate this License to Occupy at any time during the term of Applicants use if, in GFLP's sole determination:

- 1) Applicant creates a nuisance for GFLP, its other licensees, or its guests;
- 2) Applicant is found to have changed and/or added to the use described in this application;
- 3) Applicant is found to have falsified any of the statements contained in this application;
- 4) Applicant's use of premises in any other way interferes with the orderly and successful conduct of the Event space or violates any government laws or ordinances.

**In our continuous effort to make our event all-inclusive we encourage organizations and non-profit groups to contact our office if participation in our event is a hardship.**

**By reserving a booth Applicant agrees to comply with the following provisions:**

1. All business or other activity for which an Applicant has rented space must be conducted in Applicant's designated area only. This prohibition also applies to distribution or solicitation of any kind outside your booth and in the aisles. You must operate within your booth confines.
2. There will be a limited number of "same kind" Applicants. Applicants must submit a list of primary and alternate selling items of a diverse category. In the event of an excessive number of "same-kind" item or services, GFLP reserves the right to refuse an applicant or limit items offered. This policy is to ensure successful exhibition and/or sales by all vendors and limit duplication.
3. Third party participation is strictly prohibited. Only one entity per booth is permitted without express written permission by GFLP. Animals/pets are NOT permitted within the

Event area subject to guidelines set forth by the City of Fort Lauderdale. Exceptions can only be made for service animals.

4. Non-profit Applicants that possess an IRS/State of Florida letter of determination under Section 501(c) of the Internal Revenue Code may be required to submit a copy of the organization's IRS Letter of Determination or exemption certificate.
5. It is Applicant's responsibility to deal with and pay appropriate State of Florida taxes and fees.
6. SPACE ALLOCATION USE: Exhibitor and its agents shall confine presentation to the specified location and space size as set forth in its application and space permit. It shall not construct or place any material of any kind that extends beyond the confines of the allocated space. **GFLP will only provide an allocated space. Exhibitors will supply their own tents, chairs and tables.** Amplified sound equipment, including but not limited to stereos, loudspeakers, and bullhorns, of any kind are NOT permitted. Additionally, Exhibitors shall not bring ATMs on site but may use hand-held credit card machines that function on cell phone technology.
7. Dimensions of the space allocated to each vendor based on the number of spaces you order. Generally, spaces are 10 feet wide by 10 feet deep. Vendors shall not move their tents to any other location.
8. No alcoholic or non-alcoholic beverages are to be consumed, sampled, distributed or sold within a booth, without express written permission by GFLP.
9. Booth signage MUST be confined to and attached to the booth only. Signage may not extend beyond the booth in any direction over two (2) feet. Signage is not permitted to block adjacent spaces occupied by another vendor. No free standing signs placed more than two (2) feet from your booth.
10. All trailers / vehicles used as part of an exhibit must fit within the existing EVENT booth dimensions. One (1) additional booth space may be purchased to accommodate a trailer or vehicle. Trailers / vehicles must be clean and must present an attractive, professional image consistent with the goals and purpose of EVENT.
11. Vendors must stay within their assigned spaces and out of fire lanes at all times. It is the vendor's responsibility to be aware of the fire lanes, as specified by the GPSP Coordinator.
12. All cardboard must be flattened and brought to trash collection locations. No trash shall remain after an Applicant has left the venue. In the case that there is refuse left behind, GFLP will document the refuse (by way of digital camera) and charge a cleaning fee of \$100 to the Applicant.
13. Rented tables and chairs are placed in the responsibility of the Applicant. Applicant agrees to return items in good condition at the conclusion of the event. Applicant shall be liable for all damages to or loss of the rental items and liability incurred prior to rental items return to GFLP.
14. No person shall deface or otherwise abuse the structures, plants or landscape.
15. Electricity will not be provided. If Applicant requires electricity, they can purchase it as an add-on from the vendor website. Please contact vendors@pridefortlauderdale.org if you have any questions.

16. **All Applicants are required to be open by posted event hours and remain open until sunset. Any Applicant that fails to comply with this provision shall forfeit its security deposit and could be subject to expulsion and forfeiture of fees paid.**
17. Sound / sound systems are not permitted to be audible more than 10 feet from your booth.
18. Volunteers / staff for the booth are the Applicant's responsibility. Please provide your staff / volunteers with a weekend telephone number in case they need to locate you or if they have problems.
19. Applicants must be aware that possibly offensive material or products CAN NOT BE DISPLAYED.
20. No weapons of any kind can be brought into the event area or sold at this event, which include but not limited to knives, swords, guns, etc.
21. ALL APPLICANTS MUST HAVE LIABILITY INSURANCE in the amount of \$1,000,000.00 naming Greater Fort Lauderdale Pride, Inc as co-insured and are required to provide proof of such insurance. A copy of your current/active certificate of Insurance must be submitted to Greater Fort Lauderdale Pride, Inc. no later than Nov 1 of the applicable year.
22. **Non-food Applicants may NOT give away or sell any food product. No beverages, including sodas and bottled water, may be sold or given away** from any vendor booth without the express written consent from GFLP. Violation of this rule will result in immediate closure without refund or recourse.
23. **Booth fees are NON-REFUNDABLE.**
24. Payments received by GFLP are applied first to any outstanding fees due, unpaid applications, NSF / bank fees, and then to other charges on your account.
25. A fee of \$30 will be charged for all NSF or stop payment checks.
26. GFLP is planning what we hope will be a fabulous Event. We hope it will prove to be a fun and profitable experience for you, however, we cannot and do not guarantee your sales or profits. GFLP does not promise applicants a specific or estimated number of attendees at the event.
27. **Parking**
  - a. One vehicle will be allowed into the load-in area on Saturday, September 30, 2023 between 7 a.m. and 9 a.m. Specific instructions included in the Exhibitor Packet. Venders shall only be allowed to enter the event to unload and load as instructed in the Exhibitor Packet. Vehicles left in the load-in area are subject to removal at the owner's expense.
  - b. Venders and their employees shall park outside of the event perimeter. Paid parking is available across the street in the city parking garage. **Booth cost does not include parking.**
  - c. No vendor shall bring his/her vehicle in the venue from the time the event has started until the time it ends.
  - d. Venders must not, at any time, move any traffic control devices, such as barricades, signs or delineators. Citations shall be issued to violators of these rules.
28. Health, Fire and Police Regulations

- a. Cooperation with the local health, fire and police department is essential. Vendors must be aware of and comply with code requirements. Only pedestrian traffic will be permitted in the fire lanes. Specific questions regarding the interpretation of codes should be directed to the appropriate agency.
  - b. Any drapes, curtains, drops, or decorative materials must be treated with a flame retardant in accordance with Fire Department regulations. Any vendor selling combustible products or doing open-air cooking must provide a working fire extinguisher (2A 10 BC type).
29. All use of propane in conjunction with cooking or heating must be pre-approved by the fire inspector before use.
30. GFLP presents the annual Pride Fort Lauderdale festival for the public as an educational and entertainment event and reserves all rights as producers. Any reproduction, broadcast, or commercial use of any portion of the event, in any form without explicit written consent of GFLP is strictly prohibited. GFLP may, at its discretion, film, photocopy or tape any and all portions of the Event for commercial use. By attending, participating and or by submitting this application you grant permission to utilize your image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium or context without further authorization or compensation.
31. Applicant agrees to indemnify, defend, and hold harmless Greater Fort Lauderdale Pride, Inc. and its officers, directors, employees, attorneys, agents, representatives, servants, volunteers, and assigns, and each of them, from any and all actions, causes of action, claims, damages, losses (including lost, damaged, or stolen Applicant property), liabilities, obligations, judgments, liens, indebtedness, costs, attorney fees, injuries or others, claims, which form the basis of pending litigation and demands of whatever kind or character which may result and/or arise from participation and or operation of said Applicant, vendor, or food booth.
32. The Event is a rain or shine event. The Applicant agrees that in the event of acts of God, storms, pandemics, floods, high winds that neither GFLP nor any of its employees or agents shall not be responsible for loss, damage, third party damages, claims or loss to property, persons or vessels.
33. The Event will not be canceled less than 30 days prior to the scheduled date, except for extreme weather, natural disasters, pandemics, or other reasons beyond GFLP's control. In the event that cancellation of the event is caused by an "act of God" e.g., storm, flood, or fire or even acts of terrorism or riots, embargo, sabotage, flood, accident, fire, explosion, or due to compliance with an order of a court, an arbitrator, or government agency, Applicant shall not be entitled to a refund of sums paid to GFLP. GFLP will not be held liable to the Applicant for any other damages.
34. GFLP reserves the right to refuse any Exhibitor's participation in the EVENT at any time and for any reason. Acceptance of payment does not constitute acceptance of the Exhibitor's application. Rejected Exhibitors will receive a full refund no sooner than April 15. GFLP may eject an Exhibitor from the EVENT with no reentry, and such Exhibitors will not receive a refund.

35. GFLP shall have no liability whatsoever for damage, of any nature, to any person, matter, or thing resulting from storm wind or water, or other acts of God, or imminent threat thereof, nor from fire, strikes, lockouts or a third party.
36. Vendor shall be an independent contractor. The relationship between Vendor and GFLP does not create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including, but not limited to, taxes or employee benefits. Vendors will be solely responsible for payment of any and all wages, taxes, and insurance. This relationship shall not constitute a partnership between or joint venture by the parties or make either party the agent of the other. Neither party shall hold itself out otherwise nor shall either party become liable by any representation, act or omission of the other contrary to these provisions. Applicant is responsible for worker's compensation coverage for your staff.
37. This Agreement shall be construed and interpreted pursuant to the laws of the State of Florida applicable to agreements entered into and fully performed in Florida. If any provision is deemed to be unenforceable as written, it shall be modified so as to make it in its general interest, enforceable and as so modified shall form part of this Agreement. This Agreement and the schedules, exhibits and attachments constitutes the entire agreement between the parties on this subject matter.
38. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall either party or its affiliates or its suppliers or resellers be liable to the other party for any indirect, special, incidental, or consequential damages of any character including, without limitation, personal injury, damages for loss of profits, goodwill, work stoppage, or any and all other commercial damages or losses, even if a party has been advised of the possibility of such damages.

#### **THE FOLLOWING ITEMS PERTAIN TO FOOD VENDORS ONLY:**

1. All food concession vendors must be prepared to keep all food stored inside their allotted tent space and off the ground. All cooking or electrical appliances must conform to the fire code of the City of Fort Lauderdale Fire Department.
2. Hand-washing facilities must be provided within the temporary food facilities.
3. Food service equipment shall be equipped with tight fitting closures to prevent the entrance of insects. These screens must be three-sided.
4. Facilities for sanitary disposal of all liquid waste are required.
5. All condiments are to be individually wrapped or dispensed from sanitary pour, pump or squeeze type devices.
6. Vendor and its agents shall not sell or give away or otherwise distribute any product, food, drink or other item that is not specified in the Applicant's application. Violation of this rule will result in immediate closure without refund or recourse. **A complete menu with prices of items you intend to serve must be provided with application.**
7. All concessions dealing with food items are required to obtain the appropriate permits from Broward County and the City of Fort Lauderdale and follow all food preparation and safety regulations.
8. Food concession vendors using heat to cook with, and/or open flames, must cook in the open air, and not under a tent. The City of Fort Lauderdale fire marshal requires there to

be open space adjacent to the rented 10-foot concession tent for cooking. All prep and sales must be conducted from inside the approved tented area.

9. Vendor and its agents shall confine its booth to the specified location and space size as set forth in its application and booth space permit. It shall not construct or place any material of any kind that extends beyond the confines of the allocated space.
10. Containers of butane or fuel must be affixed to a post or other secure item, but may not attach to site decorations or sets.
  - a. All food vendors using heat and/or open flames must:
    - i. provide fireproof containers for discarding ashes;
    - ii. provide one visibly mounted fire extinguisher rated A or B.
11. Food concession vendors must control drainage and/or condensation.
12. Food waste must be disposed of in the Applicant's trash receptacles and then dumped into the large dumpsters provided. Vendor shall provide two (2) forty (40) gallon receptacles for public refuse and one (1) employee to empty trash into the dumpsters during the Event. The area around the food booth MUST be kept clean at all times! Food vendors may not utilize the standard Event trash containers. All trash or debris from your booth and surrounding area is to be removed before leaving the EVENT.
13. Running water is NOT provided. Food concession vendors must provide appropriate cleaning materials.
14. Please ensure that booth signage MUST be confined to and attached to the booth only. Signage may not extend beyond the booth in any direction over two (2) feet.