



2020 Central Arkansas Pride Vendor Agreement and Rules

The undersigned vendor ("Vendor") agrees to be bound by each and every of the terms set forth herein and the terms and representations set forth in the Application, which is incorporated herein by reference as though fully set forth. If the Vendor violates any term of this agreement, Central Arkansas Pride and/or the authorized agents of the festival may within their sole discretion and at any time (1) terminate this agreement, (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid for the right and privilege of participating. This agreement represents the entire agreement between Central Arkansas Pride and the Vendor and may not be amended without the mutual consent of both parties set forth in writing and signed by authorized representatives of Central Arkansas Pride and the Vendor.

- 1) Vendor agrees to obey all rules and instructions as directed by the Festival Director during the festival weekend. Any failure to strictly adhere to such rules or instructions may result in the immediate termination of this agreement and immediate forfeiture of any and all fees paid to Central Arkansas Pride.
- 2) Vendor hereby acknowledges its liability, and agrees to compensate Central Arkansas Pride, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials and objects to the environs and infrastructure of city or private propriety which causes Central Arkansas Pride to pay for repair, replacement, or other remuneration to the North Little Rock Parks Department and/ or the City of North Little Rock for such damage to the environment or infrastructure
- 3) Vendor will be assigned a 10'x10' space. Additional 10'x10' spaces may be purchased. No other dimensions will be permitted.
- 4) Vendors will be assigned a check in time. Vendors must be checked in by the designated time sent out in their vendor packet.
- 5) Vehicles will only be permitted in the park to unload vendor materials. Vendors must unload materials and move vehicle from the park. All vehicles must be removed from the park no later than 11 A.M.
- 6) Vendor booth arrangement is at the sole discretion of the Vendor Director and/or the agents of Central Arkansas Pride. All reasonable attempts shall be made to

accommodate specific location requests but are not guaranteed. All reasonable requests must be made two weeks prior to the festival.

- 7) No vendor shall relocate their booth without prior consent of the Vendor Director or agents of Central Arkansas Pride.
- 8) Vendors are responsible for their own spaces, and all signage, items, and merchandise located within or brought onto the premises by the Entry
- 9) The Entry shall not display or distribute logos, trademarks, product, advertising, banners, or promotional materials from any third-party organization or business. Third parties, i.e. someone other than the named Entry, may sponsor or participate with the Entry only with written consent from Central Arkansas Pride prior to the event.
- 10) Vendor acknowledges and understands that it is solely responsible for the collection of any sales or use taxes and shall in no way hold Central Arkansas Pride or its representatives responsible for any type of permits other than for the festival itself. Out of State vendors must fill out the special events form and remit sales tax payment to Central Arkansas Pride before leaving the festival grounds.
- 11) Electrical power is not included or available with the exception of food trucks. Gas powered generators are prohibited with the exception of food trucks.
- 12) All Vendors must remain at the Festival until 5:00 p.m. Early departures may encourage attendees to leave if Vendor spaces are vacant, so booths are expected to sustain their activities throughout the event.
- 13) The Entry, and all Participants in the Parade and Festival grant Central Arkansas Pride the right to take still or moving photographs, video, digital, audio, or other recordings ("Photographs"), and to reproduce, display, distribute, perform, digitize, transmit, broadcast and otherwise use those Photographs, in any and all media and manners now known or hereafter discovered throughout the world in perpetuity, in whole or in part, modified or altered, either by themselves, or in combination with other photographs or materials. The Photographs may be used by Central Arkansas Pride for any purpose whatsoever including, but without limitation, all promotional and advertising uses on its website, and for other purposes. The Entry expressly agrees to inform its Participants they are granting these rights in consideration of the opportunity to participate in the Festival and/or Parade. The Entry hereby releases and discharges Central Arkansas Pride. from any and all claims, actions and demands arising out of or in connection with the use of the Photographs, including, without limitation any and all claims for invasion of privacy, publicity rights, defamation, trademark rights, and all other rights. The Entry waives all rights to royalties, license fees, or other compensation related to the use of the Photographs.

- 14) Participation in Central Arkansas Pride Events in no way authorizes any Parade or Vendor Entry to use the logos and/or trademarks of Central Arkansas Pride., including the logos of Central Arkansas Pride and the Central Arkansas Pride Fest.
- 15) Vendor understands that Central Arkansas Pride has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent, and or interrupt, the festival weekend, and participants shall not hold Central Arkansas Pride harmless for any losses that could arise because of such event.
- 16) No refunds shall be given. All fees are transferable to next year's events or vendor may choose to make it a donation.
- 17) No refunds shall be given due to cancellation or interruption of the festival for reasons beyond the control of Central Arkansas Pride. These reasons include, but are not limited to weather, acts of God, acts of terrorism, or governmental intervention
- 18) Vendor upon vacating its space(s) shall ensure that such space shall be free of any and all trash and refuse with such being placed in the appropriate containers. Failure of the Vendor to clean their space may result in future refusal of Vendor application. Central Arkansas Pride will provide each vendor with a trash bag at the time of check in.

By my signature, I warrant and represent that I have read and clearly understand the information contained in this agreement and the responsibilities accorded to me as a participating Entry of the outlined events of Central Arkansas Pride.

I understand I may cancel my contract or online application, in writing only and expect a refund as stated in cancellation policy, paid within four weeks following the date of the event. I further understand that if this contract is canceled by me or by my organization after June 1, for any reason, all fees paid are non-refundable. I also understand that any refund request must be submitted with proper documentation and in writing to Central Arkansas Pride no later than October 1st. I also understand that no Entry space may be reassigned to a third party without the express written approval of Central Arkansas Pride. I hereby declare that all information herein provided by me is true, correct and complete and that I have the legal authority to bind my organization to the terms and conditions of this contract.

Authorized Agent

Date