

óc pride

A NON-PROFIT LGBTQ+ ORGANIZATION

PARADE & EXHIBITOR PARTICIPATION APPLICATION



**ORANGE COUNTY LGBTQ+ PRIDE
2020 | ANAHEIM, CA | PRIDEOC.COM**

Orange County LGBT Pride Festival & Parade 2020

Saturday, June 27th 2020

Participation Application

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Organization / Business Name: | |
| Contact Name: | Contact Phone: |
| Contact Email: | |
| Mailing Address: | |
| Website: | |
| Tax ID: | <input type="checkbox"/> Nonprofit: Any community-based or nonprofit charitable organization, government agency, or student group, as recognized by the IRS. <input type="checkbox"/> Commercial: Any locally owned company with two or fewer locations AND which employs fewer than 75 employees. <input type="checkbox"/> Corporate: Any company with three or more locations OR which employs 75 or more employees. |
| How would you like to be involved with 2020 OC Pride Festival and Parade? (Click all that Apply) <input type="checkbox"/> Sponsor <input type="checkbox"/> Exhibitor/Vendor <input type="checkbox"/> Food Truck <input type="checkbox"/> Parade <input type="checkbox"/> Advertise <input type="checkbox"/> Volunteer | |
| Please provide a brief description of your business/organization, including any products or services you will sell or provide at the event. | |
| Are you an LGBTQ+ owned or related business? <input type="checkbox"/> Yes <input type="checkbox"/> No | Were you a vendor or sponsor at OC Pride 2019? <input type="checkbox"/> Yes <input type="checkbox"/> No |

Notice Re: Application Processing

This is your application to participate at the OC Pride Festival to be held on June 27, 2020. This application does not guarantee space in the festival, but rather expresses your interest in participation in the event. Orange County LGBT Pride must comply with sponsor exclusivity, state, county, and local regulations. Orange County LGBT Pride reserves the right to deny applications based on these and any other grounds deemed reasonable and necessary by Orange County LGBT Pride in its sole discretion. If your application is denied, any payment made to Orange County LGBT Pride will be refunded immediately. If the application is accepted, the following Exhibitor Participation Agreement is held applicable.

Orange County LGBT Pride Festival & Parade 2020 Parade Participation Application

If you have any questions, please contact parade@prideoc.com.

| | |
|--------------------------------------|-----------------------|
| Organization / Business Name: | |
| Parade Contact Name: | Contact Phone: |
| Contact Email: | |

| TYPE OF ENTRY | EARLY BIRD PRICE <small>ENDS 03/31/2020</small> | ENTRY PRICE <small>FROM 04/01 TO 05/31/2020</small> | LATE ENTRY PRICE <small>FROM 06/1 TO 06/12/2020</small> | NUMBER OF PARTICIPANTS / UNITS | TOTAL COST |
|---------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------|--------------------------------|------------|
| MOTORCYCLE PER PARTICIPANT | \$15 | \$25 | \$35 | | \$ |
| MARCHING PER PARTICIPANT | \$30 | \$50 | \$75 | | \$ |
| NONPROFIT PER UNIT (25 Participants Max) | \$200 | \$250 | \$300 | | \$ |
| COMMERCIAL PER UNIT (25 Participants Max) | \$400 | \$450 | \$550 | | \$ |
| CORPORATE PER UNIT (50 Participants Max) | \$500 | \$550 | \$650 | | \$ |
| PRIMARY DECORATED VEHICLE <small>20' Max (Auto/Pick-Up)</small> | \$500 | \$550 | \$650 | | \$ |
| MAJOR DECORATED VEHICLE <small>40' Max (Flat Bed)</small> | \$700 | \$800 | \$1000 | | \$ |
| FLOAT <small>Length _____ Width _____ Height _____</small> | \$700 | \$800 | \$1000 | | \$ |
| Late Entry Pricing After May 31, 2020 | | | | | |

Full payment is due upon acceptance of application. Acceptable forms of payment are: Check made payable to Orange County LGBT Pride or CC payment via Square. Note your business name if different from that listed on payment.

Note that checks must be postmarked no later than the dates above to honor pricing

Mail Application and Payment to:

Orange County LGBT Pride
ATTN: PARADE
300 S. Harbor Blvd, Ste. 804
Anaheim, CA 92805

**ORANGE COUNTY LGBT PRIDE FESTIVAL & PARADE 2020
LIABILITY WAIVER & PROOF OF INSURANCE**

I _____ will be driving:

(Year, Make of Vehicle/Description of Float)

I further declare that I am fully insured to operate said vehicle/float and, specifically, that I carry liability insurance to cover property damage and physical injuries to others. Additionally, if I have a Float/Vehicle I do have the proper extinguisher for my unit in case of a fire and a First-Aid Kit for any emergency.

Driver's License #

Insurance Company

Insurance Policy #

Insurance Policy Expiration Date

Float Vehicle operators and participants are required to take direction from the Parade Staff, other Orange County LGBT Pride board members, volunteers, or staff, and the Anaheim Police Department as required.

I (we) hereby certify that I (we) have read this application form in its entirety and will comply with all rules and regulations as stated by Orange County LGBT Pride and City of Anaheim.

I (we) agree to indemnify and hold Orange County LGBT Pride and its agents, servants, and employees harmless from any injuries to others, which may result from my(our) operation of said vehicle/float, and to defend them against any claims arising out of my operation of said vehicle/float.

I (we) declare under penalty of perjury that the foregoing is true and correct.

Business/Organization Name: _____ Date: _____

Representative Name: _____

Signature: _____

Orange County LGBT Pride Festival & Parade 2020 Parade Participation Agreement

- APPLICATION & ENTRY FEES:** All parade applications and fees must be received by Orange County LGBT Pride (hereafter, "Promoter") and paid in full by applicable deadline in order to apply proper fees. No applications will be accepted after June 12, 2020.
- APPLICATION VERIFICATION:** A member of the Parade Committee will verify your application is complete and all fees are paid before assigning you a line up position. All-paperwork should be completed before the Non-mandatory Safety Meeting. A member of the Parade Committee will contact you via email should your application need additional information for consideration.
- INSURANCE & DRIVER'S LICENSE:** Each vehicle that enters the parade line-up area and/or participates in the parade must have liability insurance and its driver a valid driver's license. Copies of both must be submitted to the Parade Committee. If you are renting a vehicle you may turn in all information at parade check in on June 27, 2020.
- CHECK-IN:** Check-in for vehicle/float units is two hours before the start of the parade. Those that do not have vehicles/floats may check in one hour before step-off. Any entry checking in after 10:00 a.m. will be bumped to the end of the parade line up. Parade will step-off at 10:30 am. All entries must be ready to roll at that time.
- SETUP:** You are responsible for all the items that you brought with you, and you must take them with you when you leave. Please remember, the parade finishes at a location different than the staging area. If you are decorating your entry please remember to bring all materials you need, Promoter will not provide forgotten/missing materials for your entry's decor.
- ENTRY NUMBERS:** Entry numbers will be provided by the Parade Committee and will be used by emcee's and judges to correctly identify your entry. Please place your entry number on the front right side of your entry as follows:
 - Walking Banner: in front of entry, right side of banner
 - Decorated Vehicle: right side of front windshield
 - Decorated Floats: front right side of your float
- SIGNS & BANNERS:** To better facilitate parade announcements and TV coverage, a sign or banner displaying the name of the organization/business must precede each entry participating in the parade or the entry should have the name prominently displayed on their vehicle. The parade position number presented during check in must be attached to your banner or vehicle window or carried by your designated parade liaison, whichever is most visible to announcers and video cameras.
- EMERGENCY TRAFFIC LANES:** Emergency traffic lanes must remain open at all times. These lanes exist in both the staging area and on the parade route and are clearly marked. It is unlawful to park vehicles, decorate units, practice routines, wait or encumber these emergency lanes in any manner at any time.
- DRUGS & ALCOHOL:** Drugs and alcoholic beverages are **strictly prohibited** in the entire pre-parade assembly area, as well as on the parade route. Participants who are found to have any drugs or alcohol in their possession or found to be under the influence of such, will be removed and their unit will be disqualified from award contention. Please discourage your participants from consuming any alcohol or drugs prior to, or during, the parade.
- PARADE HANDOUTS / THROWING ITEMS FROM YOUR UNIT:** Due to the danger of physical injury, insurance requirements, and littering problems/fines, all parade participants are forbidden from throwing anything from their unit. Likewise, participants must not, in any fashion, encourage viewers to come out onto the parade route. Please note that any group found to be throwing anything from their unit will be disqualified from judging and may be excluded from future participation in the OC Pride Parade. You may distribute handouts via hand pass only.

11. **OVERCROWDED VEHICLES:** Promoter reserves the right to remove persons from any float or vehicle unit determined by Promoter, in its sole discretion, to be overcrowded to such an extent that the unit may break down or cause injury to participants, volunteers, or spectators.
12. **NUDITY & OBSCENITY:** Nudity and/or obscenity are not permitted. Any unit, or the participants thereon not in compliance will be removed from the parade route, be subject to intervention by law enforcement officials and/or forfeit their chances to participate in future parades.
13. **MARCHING TOGETHER:** Groups desiring to march with other groups must make this known to the Parade Committee by submitting an email to parade@prideoc.com. All requests for such arrangements will be met to the best of our ability but are not guaranteed. No unit may participate alone or as part of another unit without pre-parade registration with Promoter.
14. **BE PREPARED FOR STEP OFF:** All units must be ready to move, on cue, into the parade or the next unit will proceed. The delayed unit will proceed only at the next convenient time as determined by Promoter parade staff.
15. **VEHICLES:** All vehicles must have someone present at each vehicle with a key always in case the vehicle must be moved. All vehicles are required to be in good operating condition, able to navigate the entire parade route, and able to negotiate all turns
16. **VEHICLE BREAKDOWN:** Towing charges for any unit that breaks down will be at the applicant's expense. Any fees associated with repairs, or law enforcement citations are the responsibility of the person signing the parade application.
17. **FLOW OF PARADE:** All entries/entrants are required to maintain a continuous forward motion during the parade. No stopping unless directed by Promoter staff. Entry's may only stop and perform for 1 minute at designated areas (TBA). Parade monitors will assist in maintaining a consistent flow of traffic for the duration of the parade. Please no gaps between parade contingents of more than 20 feet.
18. **PERFORMANCES:** Performances that require your unit to stop or slow down and perform are subject to the following restrictions: (1) performances can only occur at the designated locations to be provided to you in your confirmation package; and (2) performances cannot last longer than 3 minutes. Violations of this restriction are cause for removal and possible exclusion from future participation in the OC Pride Parade.
19. **WHEEL WALKERS / UNIT LIAISONS:** All units are required to supply liaisons to Promoter. All units with moving vehicles must supply a wheel walker for each vehicle. Their role is to 1) assist in the safety of those around the vehicle, specifically keeping the area in front of vehicle clear of pedestrians; 2) assist in movement and pacing in the parade of all vehicles and marchers belonging to their unit, and 3) facilitate the progress and safety of the parade in general.
20. **RESPECT OTHERS:** Promoter requests that all parade participants show respect for all ages, races, cultures, creeds, gender and sexual orientations and refrain from anything that would demean any segment of our community. Promoter urges all entrants to maintain a high degree of sensitivity to and compassion for the feelings, values and views of others.
21. **ANIMALS:** Any entry considering use of live animals must provide clean-up service for all waste created by animals. Waste cannot be left on the streets. You are also required to be pre-approved by the parade committee before submitting your application. Pre-approval may be obtained by writing to parade@prideoc.com .
22. **REMOVAL OF PARTICIPANTS:** Promoter reserves the right to remove any persons or unit from the pre-parade assembly area or parade that, in Promoter's sole discretion, is offensive, a hindrance to the progress of the parade, places other participants or spectators in physical danger or violates any regulations in this application.

23. **PROMOTER RIGHTS** – Promoter presents the OC Pride Parade 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 this event, in whole or in part, in any form is strictly prohibited.

INITIALS: _____

24. **PERSONAL SAFETY** – All parade participants should be aware of the possibility of heat exhaustion and/or stroke. Each participant should be made aware of the hazards associated with a marching unit and its participation in the parade. All entrants are encouraged to bring water or replenishing fluids. Promoter does not assume or accept responsibility for the health, well-being, or safety of any parade participant.

25. **NON-MANDATORY SAFETY MEETING** – All parade participants should be aware of the **Parade Safety Meeting** to TBA. This meeting is **for all parade contingents** and at least one representative from your group should attend. During this meeting, the parade committee will review staging information, rules & regulations, judging & awards, and other important information. Each contingent will also meet briefly with a committee member to make sure all required forms and entry fees have been received.

26. **INDEMNIFICATION:** The Promoter, the City of Anaheim, the event’s sponsors, and any of their officers, agents, volunteers, independent contractors or other representatives, shall not be held liable for, and they are expressly released from, liability for any damages, loss, harm or injury to the person or property of the parade participant or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause. Parade participant shall indemnify, defend and hold harmless the Promoter, the City of Anaheim, the event’s sponsors, and any of their officers, agents, volunteers, employees, independent contractors or other representatives:

- a. From any and against all claims arising from any acts, failures to act, or negligence of parade participant or any of its officers, agents, volunteers, employees, independent contractors or other representatives;
- b. From and again any and all claims arising from the breach of, or default in the performance of any obligation on parade participant’s part to be performed under, these terms and conditions; and
- c. From and against all costs, attorney’s fees, expenses, and liabilities incurred in the defense of any such claim or action.

INITIALS: _____

27. **ENTIRE AGREEMENT:** These terms and conditions and application, if accepted by the Promoter, represent the entire agreement between the parties, and supersedes and rescinds any prior agreement relating to the subject matter hereof. The Promoter makes no warranties or agreements except as set forth herein.

28. **AMENDMENTS/INTERPRETATION:** Any amendment to this contract must be in writing and signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement.

29. **GOVERNING LAW/JURISDICTION:** Each exhibitor waives any objection to jurisdiction of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction. These terms and conditions shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.

30. **SEVERABILITY:** The invalidity of any term and condition, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

31. **ARBITRATION:** Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If a dispute arises out of or related to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration

Association before resorting to arbitration. The Arbitrators may not award any remedy that a court could not award. The Arbitrators shall apply the law of the State of California.

INITIALS: _____

Any Parade Participant that fails to comply with any of the terms and conditions herein may be subject to: (1) early termination of this license to occupy and expulsion from the 2020 parade without refund; or (2) exclusion from participation in future events with Orange County LGBT Pride; or (3) all the above.

I hereby confirm that the information provided in the Parade Application is, to the best of my knowledge, true and correct. I further certify that I have read all of the terms and conditions in above and agree to comply with them.

Business/Organization Name: _____ Date: _____

Representative Name: _____

Signature: _____

Orange County LGBT Pride Festival & Parade 2020

Exhibitor Participation Fees Form

If you have any questions, please contact vendors@prideoc.com or anna@prideoc.com.

| Organization / Business Name: | | | | |
|--------------------------------------|-----------------------------------------------------------------------------------|------------|-----------------------|-------|
| Exhibitor Contact Name: | | | Contact Phone: | |
| Contact Email: | | | | |
| Fee Type | | Amount | Qty | Total |
| Base Booth Fee | Nonprofit [*] | \$ 250.00 | X _____ | \$ |
| | Commercial [†] | \$ 450.00 | | |
| | Corporate [‡] | \$ 750.00 | | |
| Booth Type Fee | Uncovered [§] | \$ 0.00 | X _____ | \$ |
| | Covered ^{**} | \$ 50.00 | X _____ | |
| | Uncovered Corner/End ^{††} | \$ 150.00 | X _____ | |
| | Covered Corner/End ^{††} | \$ 200.00 | X _____ | |
| Rentals | Chair(s) | \$ 7.50 | X _____ | \$ |
| | Table(s) | \$ 15.00 | X _____ | |
| | Electricity | \$ 150.00 | X _____ | |
| Refundable Deposit | Req'd for ALL Exhibitors | \$ 100.00 | X _____ | \$ |
| Early Bird Discount | Applicable if completed application and full payment rec'd on or before 3/31/2020 | - \$ 50.00 | X _____ | - \$ |
| Late Fee | Req'd if completed application and full payment are not received before 5/15/2020 | \$ 100.00 | X _____ | \$ |
| Total Due | | | | \$ |

^{*} **Nonprofit:** Any community-based or nonprofit charitable organization, government agency, or student group, as recognized by the IRS.

[†] **Commercial:** Any locally owned company with two or fewer locations AND which employs fewer than 75 employees.

[‡] **Corporate:** Any company with three or more locations OR which employs 75 or more employees.

[§] **Uncovered Space:** 10' x 10' space ONLY. NO canopy and NO tables or chairs provided. **Exhibitor MUST provide its own fire-retardant & commercial grade canopy.** One side open to public.

^{**} **Covered Space:** 10' x 10' space under canopy provided by OC Pride. NO tables or chairs provided. One side open to public.

^{††} **Uncovered Corner/End Space:** 10' x 10' space only. NO canopy and NO tables or chairs provided. **Exhibitor MUST provide its own fire-retardant canopy & commercial grade canopy.** Two or three sides open to public.

^{††} **Covered Corner/End Space:** 10' x 10' space under canopy provided by OC Pride. NO tables or chairs provided. Two or three sides open to public.

Business / Organization Name: _____

Will you be selling new or used merchandise, including handcrafted items, at your booth? Yes No

If yes, you must provide the following:

Seller's Permit Number: _____

Driver's License or ID Number: _____ State of Issuance: _____

Will you be parking a vehicle in your booth space? Yes No

If yes, what are the dimensions of the vehicle? _____

**If your vehicle is larger than 10' x 10' or if you intend to park a vehicle beside a booth, you must reserve additional booth space, or your vehicle will not be permitted to enter the festival grounds.*

Full payment is due upon acceptance of application. Acceptable forms of payment are: Check made payable to Orange County LGBT Pride or CC payment via Square. Note your business name if different from that listed on payment.

Note that checks must be postmarked no later than the dates above to honor pricing

Email or Mail Your Completed Application Packet To:

Orange County LGBT Pride
ATTN: VENDORS
300 S. Harbor Blvd., Ste. 804
Anaheim, CA 92805

Orange County LGBT Pride Festival & Parade 2020

Exhibitor Participation Agreement

1. **RIGHT TO OCCUPY:** The exhibitor applicant (hereinafter, "Exhibitor") understands that the use granted by Orange County LGBT Pride (hereinafter, "Promoter"), hereunder is a license to occupy only, and is not coupled with an interest in the property; that the Promoter retains the right to terminate this license to occupy at any time during the term of Exhibitor's use if the Promoter, in its sole discretion, determines:
 - a. Exhibitor creates a nuisance for the Promoters, its other licensees, or its guests;
 - b. Exhibitor is found to have changed and/or added to the use described in its application;
 - c. Exhibitor is found to have falsified any of the statements contained in its application;
 - d. Exhibitor's use of premises in any other way interferes with the orderly and successful conduct of the festival space or violates any government laws or ordinances.
2. **INDEPENDENT CONTRACTORS:** Exhibitor and its representatives are considered independent contractors; they are not employees of the Promoter. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Exhibitor or its representatives and the Promoter.
3. **PERMITS:** It is the sole responsibility of the Exhibitor to obtain any and all permits necessary to conduct their business. If an Exhibitor is forced to close because they lack any required permit, the Promoter is not liable and will not refund any part of the Exhibitor's application fees.
4. **INSURANCE:** Exhibitor must carry General Liability insurance with a minimum of \$1,000,000 coverage per occurrence. **Before a booth space is assigned, Exhibitor will submit to the Promoter a Certificate of Liability Insurance, naming Orange County LGBT Pride and its officers, agents, and employees as additionally insured for the OC Pride Festival & Parade on June 27, 2020, in Downtown Anaheim, CA.**
5. **BOOTH PLACEMENT:** While applicants may inform the Promoter of their preference(s) for booth placement, the Promoter cannot and does not guarantee booth placement. If Exhibitor pays a premium for "corner/end" booth space (as defined in the Exhibitor Application), Exhibitor will receive such space on a first-come, first-served basis until all "corner/end" spaces are filled. If no "corner/end" spaces remain, applicant will receive a refund of any premium paid for that space. Booth placement will be announced in the OC Pride Festival Exhibitor Packet to be distributed in early June 2020. **However, the Promoter, at its sole discretion, reserves the right to change booth placement up to and including the day of the event.**
6. **REQUIRED EXHIBITOR HOURS:** Exhibitor agrees to keep its booth open on Saturday, June 27, 2020, from 11:00 a.m. until 8:00 p.m. Exhibitor will not close early without prior written permission from the Promoter.
7. **EXHIBITOR LOAD-IN & LOAD-OUT:** Exhibitor agrees to abide by the following load-in and load-out instructions.
 - a. **LOAD-IN TIME:** Exhibitor Load-In shall take place on **Saturday, June 27, 2020, no earlier than 7:30 a.m. and must be completed no later than 10:30 a.m.** Exhibitor must check in with Promoter staff or volunteers at a location to be designated in the OC Pride Festival Exhibitor Packet.
 - b. **LOAD-OUT TIME:** Exhibitor Load-Out shall take place **no earlier than 8:00 p.m. on Saturday, June 27, 2020.** Arrangements to leave earlier must be requested in writing prior to the day of the festival and is at the sole discretion of the Promoter. **Striking your booth before 8:00 p.m. on Saturday, June 27, 2020, without prior approval from the Promoter, will result in the forfeiture of the Exhibitor's \$100 deposit and may result in exclusion from future participation in the OC Pride Festival.**
 - d. **CHECK-OUT:** Exhibitor agrees not to shut down its booth and begin load-out until it is checked-out of the event by the Promoter's staff or volunteers. **Striking your booth without checking out will result in the forfeiture of the Exhibitor's refundable deposit.**

- e. **ENTERING & EXITING FESTIVAL GROUNDS:** Exhibitor must complete load-in and load-out during the hours specified above. The Promoter strongly encourages Exhibitor to carry or cart all booth materials onto and off of the festival grounds. If Exhibitor wishes to drive onto the festival site to unload, Exhibitor must check-in between 7:30 a.m. and 8:30 a.m. to receive a pass valid for 45 minutes. Load-in vehicles shall vacate the festival grounds before the pass expires and, in all events, by 9:30 a.m. Vehicles left unattended, without a visible, valid, and unexpired load-in pass, will be towed at the owner's expense. **No vehicles may move around the festival site after 9:30 a.m. and before festival goers have dispersed, typically about 1 hour after the festival ends (i.e., 11:00 p.m.). Exhibitor will be notified when it is safe for vehicles to enter the festival grounds for load-out.**
- f. **LATE-NIGHT NOISE RESTRICTION:** Due to Anaheim city regulations, there can be no noise on the festival grounds after 10:00 p.m. Exhibitor may not engage in load-out activities, including canopy tear-down, that create noise in violation of city regulations.
8. **BOOTH USE AND EQUIPMENT:** Exhibitor agrees to furnish all equipment, inventory, and personnel necessary for its booth, except as ordered on the Exhibitor's application. Exhibitor agrees to care for and maintain the condition of all equipment rented from the Promoter, including but not limited to, canopies, tables, chairs, and electrical outlets. Exhibitor booth space will be inspected at check-out and deposit refunds will be withheld if booth is not returned in the substantially same condition it was received. **If charges incurred due to damage to booth and/or equipment exceed the cost of the deposit, the Exhibitor agrees to pay the additional fees.**
9. **ELECTRICITY:** If Exhibitor requires electricity for the operation of its booth, Exhibitor must reserve a single unit of power. Exhibitor must provide their own 50'+ extension cord to access the power source. Exhibitor understands that the power source may be shared with other exhibitors, and Exhibitor may not intentionally interfere with the use of a shared power source by another exhibitor. Exhibitor may not access *any* power source without pre-payment and approval. Exhibitor may not bring or operate their own generators within the festival grounds.
10. **PARKING:** Parking is the sole responsibility of the Exhibitor. Parking must be secured and paid for by the Exhibitor or its representatives; further, as the event is in the middle of a downtown, urban environment, it is important that the Exhibitor comply with all laws and signs posted by the city. The Promoter is not liable for any citation or towing that may occur for failure to adhere to the law or other posted signs.
11. **BOOTH SPACE, PRODUCTS & PROMOTION:** All business or other activity for which Exhibitor has rented space must be conducted within Exhibitor's designated, rented area ONLY. Exhibitor agrees that its activities will not spill out into the streets or aisles and, in all events, may not impede the movement of foot traffic or emergency vehicles. No distribution or vending, of any kind, may take place more than ten (10) feet from the Exhibitor's designated, rented area.
12. **NOISE LIMITATIONS:** No music, video, or other sound may be amplified in a manner which disturbs surrounding exhibitors or exhibits. The Promoter, in its sole discretion, reserves the right to monitor or prohibit the use of any equipment or machinery that it is detracting from other booths or exhibits.
13. **FOOD & BEVERAGES:** The Promoter reserves the exclusive right to sell or give away bottled water, carbonated beverages, and alcohol. As such, the sale or distribution of alcohol, bottled water, soft drinks, and energy drinks by Exhibitor is **strictly prohibited**. Only approved Food Trucks may sell food items at the festival, though Exhibitor may give away small, pre-packaged candies or snacks. **Exhibitors who wish to provide samples of their food or drink products must receive written approval from the Promoter by June 15, 2020.**
14. **SMOKING & TOBACCO PRODUCTS:** Smoking of traditional cigarettes, electronic cigarettes, "vape pens," marijuana, etc., is prohibited in and around all exhibitor booths. If Exhibitor or its representatives are observed by Promoter staff or volunteers to be smoking within the rented booth space, Exhibitor will be expelled from the festival without refund.
15. **TRASH:** Exhibitor understands that it is responsible for the disposal of any accumulated waste. Exhibitor may not use standard, festival trash receptacles for large waste disposal. Booth spaces left unreasonably unclean upon load-out will be in violation of trash disposal requirements and subject to forfeiture of the refundable deposit.
16. **REFUND/CANCELLATION POLICY:** There is no policy for refunds or cancellation. Your booth is nonrefundable.

Business / Organization Name: _____

17. **ASSIGNMENT OF RIGHTS:** Vendors shall not assign to a third party its rights hereunder without the written consent of the Promoter, which consent the Promoter may withhold at its discretion. If such consent is given, the applicant shall assume full responsibility for the conduct of the assignee.
18. **RIGHT OF PUBLICITY:** Exhibitor and its representatives give Promoter or its designees permission to use their voice, image, or likeness as it appears in any photographic, audio, or video recording in any manner and in all media in perpetuity.
19. **INDEMNIFICATION:** The Promoter, the City of Anaheim, the event's sponsors, any of their officers, agents, volunteers, employees, independent contractors or other representatives shall not be held liable for, and they are expressly released from, liability for any damage, loss, harm or injury to the person or property of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor shall indemnify, defend and hold harmless the Promoter, the City of Anaheim, the event's sponsors, and any of their officers, agents, volunteers, employees, independent contractors or other representatives:
- a. From and against any and all claims arising from any acts, failures to act, or negligence of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives;
 - b. From and against any and all claims arising from the breach of, or default in the performance of any obligation on exhibitor's part to be performed under, these terms and conditions; and
 - c. From and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action.

INITIALS: _____

20. **ENTIRE AGREEMENT:** These terms and conditions and application, if accepted by the Promoter, represent the entire agreement between the parties, and supersedes and rescinds any prior agreement relating to the subject matter hereof. The Promoter makes no warranties or agreements except as set forth herein.
21. **AMENDMENTS/INTERPRETATION:** Any amendment to this contract must be in writing and signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement.
22. **GOVERNING LAW/JURISDICTION:** Each exhibitor waives any objection to jurisdiction of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction. These terms and conditions shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.
23. **SEVERABILITY:** The invalidity of any term and condition, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
24. **ARBITRATION:** Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If a dispute arises out of or related to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. The Arbitrators may not award any remedy that a court could not award. The Arbitrators shall apply the law of the State of California.

INITIALS: _____

Any Exhibitor that fails to comply with any of the terms and conditions herein may be subject to: (1) forfeiture of the \$100 refundable deposit; or (2) early termination of this license to occupy and expulsion from the 2020 festival without refund; or (3) exclusion from participation in future events with Orange County LGBT Pride; or (4) all the above.

I hereby confirm that the information provided in the Exhibitor Application is, to the best of my knowledge, true and correct. I further certify that I have read all of the terms and conditions in above and agree to comply with them.

Application Business/Organization Name: _____ Date: _____

Representative Name: _____ Signature: _____