June 24, 2017

For-Profit Vendor

Deadlines:

Early Bird Pricing Ends – March 16, 2017
Regular Pricing – March 17, 2017 – May 15, 2017
Late Fees Applied After – May 15, 2017

Required Items Checklist:

- ☐ Application Completed, Initialed, and Signed
- ☐ Copy of Santa Ana Business Letter OR Fee for One-Day Peddler's License
- ☐ Copy of Certificate of Insurance Naming and Orange County LGBT Pride As Additionally Insured
- ☐ Full Payment, Including All Applicable Fees made payable to OC Pride OR by payment through the OC Pride PayPal Portal

Contact Info:

vendors@prideoc.com

Mail Your Completed Application To:

OC LGBT Pride, Inc
Attn: Vendors
414 West 4th Street, Suite N
Santa Ana, CA 92701

Orange County LGBT Pride, Inc
414 W. 4th Street Suite N
Santa Ana, CA 92701

Tax ID# 46-2510006
sponsorship@prideoc.com

OC LGBT PRIDE 2017
FOR-PROFIT VENDOR

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

Business Name:		
Contact Name:	Email:	
Primary Contact Number:		
Mailing Address:		
City:	State:	Zip:
Website:		
Brief Description of Menu Items: ☐ Information Only ☐ Merchandise Sales ☐ Apparel, Jewelry ☐ Adult Novelty Items ☐ LGBT+ Themed Merchandise	☐ Professional Services ☐ Governmental Agency ☐ Live Animals ☐ Other (Please Specify)	
Do you have a City of Santa Ana Business License? ☐ Yes (*If yes, please fill out the shaded portion below*) ☐ No (*If no, skip to next page. Please note that a one day* peddlers fee is required pursuant to city code)		
Name of Business:		
Business Tax Number:		
State Seller's Permit Number:		
In order to be exempt from the One-Day Peddler's License Fee, a copy of your Santa Ana Business License MUST be attached to this application. NO EXCEPTIONS.		

Full payment must be included with this application by check made OC LGBT Pride, Inc. Please be sure to write your Business Name, if it appears differently than what is on check.

Mail Your Completed Application with Full Payment To:

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Attn: Vendors
414 West 4th Street, Suite N
Santa Ana, CA 92701

OC LGBT PRIDE 2017
FOR-PROFIT VENDOR

	Includes	Amount	Quantity	TOTAL
Early Bird Booth Fee *(Available if application & full payment received by March 16,2017)*	Basic Setup Tent Only	Small[1]: $300 Large[2]: $600	X _____	$
Regular Booth Fee	Basic Setup Tent Only	Small[1]: $325 Large[2]: $650	X _____	$
Refundable Deposit *(Per Booth)*	Deposit Fees	$100.00	X _____	$
One-Day Peddlers License[3]	Permit from City of Santa Ana	$ 30.00	X _____	$
Table	Per Table	$ 10.00	X _____	$
Chair	Per Chair	$ 5.00	X _____	$
Electricity	One Outlet	$100.00	X _____	$
Late Fee *(Required if submitted after May 15, 2017)*		$ 50.00	X _____	$
Total				$

[1] Two (2) or less local locations as defined in Vendor Agreement
[2] Three (3) or more local locations as defined in Vendor Agreement
[3] Note that a One1-Day Peddlers license is required ONLY if you do not have a Santa Ana Business License. Proof of license is required.

Full payment must be included with this application by check made OC LGBT Pride, Inc. Please be sure to write your Business Name, if it appears differently than what is on check.

Mail Your Completed Application with Full Payment To:

OC LGBT Pride, Inc
Attn: Vendors
414 West 4th Street, Suite N
Santa Ana, CA 92701

ORANGE COUNTY LGBT PRIDE 2017

VENDOR AGREEMENT

Applicant understands that the use granted by Orange County LGBT Pride, here under is a license to occupy only, and is not coupled with an interest in the property; that the Orange County LGBT Pride Organization retains the right to terminate this license to occupy at any time during the term of applicants use if, Orange County LGBT Pride Organization determines: (1) Applicant creates a nuisance for Orange County LGBT Pride Organization, 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 festival space or violates any government laws or ordinances.

DEFINITIONS

Food Truck Vendor: Includes vendors selling food and beverage items. NO VENDOR MAY SELL OR GIVE AWAY WATER, ALCOHOL, OR ANY GLASS ITEMS.

For-Profit Vendor: Includes, but is not limited to, vendors selling merchandise or dispensing information or professional advice. Small business is defined as two (2) or fewer locations or factions, and national corporation/franchise as having three (3) or more locations or factions. This includes, but is not limited to, for-profit companies, government agencies, employee associations, craft makers and other enterprises. NO PERSON MAY SELL OR GIVE AWAY WATER, ALCOHOL, FOOD PRODUCTS, OR ANY GLASS ITEM (small candy okay).

Non-Profit Vendor: Includes community based, nongovernmental, and not-for-profit organizations. Small non-profit is defined as having an annual budget under $50Mil, and large non-profit as having an annual budget over $50Mil. Items may be given away, but may not be sold. NO PERSON MAY SELL OR GIVE AWAY WATER, ALCOHOL, FOOD PRODUCTS, OR ANY GLASS ITEM (small candy okay).

TERMS & CONDITIONS

Please read the following terms and conditions, initial where indicated, and sign and date below.

1. It is understood that the Food Truck Vendor, For-Profit Vendor, or Non-Profit Vendor is an **Independent Contractor**, not an employee of Orange County LGBT Pride. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Vendor Food Truck Vendor, For-Profit Vendor, or Non-Profit Vendor and Orange County LGBT Pride.

2. **Submission of Application** and application fees reserves a Food Truck Vendor, For-Profit Vendor, or Non-Profit Booth Vendor space. Application is not considered complete until paid in full and accepted in writing by Orange County LGBT Pride.

3. **Permits:** All Food Truck Vendors, For-Profit Vendors, and Non-Profit Vendors must have a Santa Ana Business License or One-Day Peddler's License from the City of Santa Ana. All applicants must submit the $30 fee to receive a Peddler's License unless a copy of your Santa Ana Business License is provided with this application. If you fail to acquire the necessary permits and are forced to close as a result of a government agency, Orange County LGBT Pride Organization is not liable, and will not refund fees.

Please contact the City of Santa Ana at (714) 647-5840 for further information.
INITIALS: _____

4. **Insurance**: All vendors must have liability insurance. A copy of your Certificate of Insurance must be provided with this application, naming Orange County LGBT Pride as additionally insured. **INITIALS: _____**
5. **Booth Set Up:** Shall take place on Saturday, June 24, 2017, **no earlier than 9am and must be completed no later than 11am for Booth Vendors**. **For food vendors, setup is no earlier than 12pm and to be completed no later than 12:30pm.** All vendors must check in at a location to be designated in the Orange County Pride Vendor Packet to be received by June 17, 2017.
6. **Booth Take Down:** Shall take place **no earlier than 10 p.m. if deposit is to be returned.** Arrangements to leave earlier must be requested in writing prior to the day of the festival and is at the sole discretion of OC Pride. Deposit refunds will be withheld if the Food Truck Vendor begins take down prior to 8:30 p.m. and having been signed off by an OC Pride representative. However, we highly encourage vendors to stay after the festival for the leaving participants throughout the night. However, any parking expenses accrued after 10:00 pm are the sole responsibility of the Food Truck Vendor, and any fees, fines, charges, or tickets are also the sole responsibility of the Food Truck Vendor.
7. **Booth Use and Equipment:** Your area will be inspected after the festival. Deposit refunds will be withheld if your area is not returned in the same condition it was received, including but not limited to excess trash, damage to and/or missing equipment (e.g., tenting, chairs, tables, electrical outlets, etc.). **If charges incurred due to damage to your area and/or equipment exceed the cost of your deposit, you will be required to pay the additional fees.** **INITIALS: _____**
8. **Parking:** Parking is the sole responsibility of the vendor. Parking must be secured and paid for by the vendor and all representatives for any vehicles not immediately and wholly contained in the assigned vending area used to serve food from; furthermore, as the event is in the middle of a downtown, urban environment, it is important that all laws and signs posted by the city be followed at all times. Orange County LGBT Pride is not liable for any citation or towing that may occur for failure to adhere to the law or other posted signs.
9. **Conduct:** All exhibitors and all of their representatives shall conduct themselves at all times in accordance with the law and with normal standards of decorum and good taste. Orange County LGBT Pride reserves the right to eject from the festival grounds anyone violating those standards. Potentially offensive material will not be permitted to be sold, distributed, or displayed. Should you have questions about this policy, please contact us at **vendors@prideoc.com.**
10. **Noise Level:** No music, video, or other sound may be amplified in a manner which disturbs surrounding Food Truck Vendors, For-Profit Vendors, or Non-Profit Vendors. Orange County LGBT Pride reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines is detracting from other booths or exhibits.
11. **Alcohol Beverage:** Alcoholic beverage sales or the giving away of alcohol is prohibited and will result in immediate ejection from the premises. **INITIALS: _____**
12. **Water:** Water sales or the giving away of water is prohibited and will result in immediate ejection from the premises. **INITIALS: _____**

13. **Trash**: On-site waste receptacles are provided for festival attendees only. All vendors are responsible for the disposal of any accumulated waste on their own. Please leave your space clean. Deposit refunds will be withheld for failure to do so.
14. **Refund/Cancellation Policy**: There is no policy for refunds or cancellation. Your booth is non-refundable.
15. Orange County LGBT Pride are planning what we hope will be a wonderful festival. However, we cannot and do **not guarantee your sales or profits**.
16. **Confirmation:** The 2017 OC Pride Vendor Packet should be received no later than two (2) weeks after your submission or June 17, 2017. If you have not received it by this date, please contact us immediately.
17. **Assignment:** Vendors shall not assign to a third party its rights hereunder to the booth or any portion thereof without the written consent of Orange County LGBT Pride, which consent Orange County LGBT Pride may withhold at their discretion. If such consent is given, the applicant shall assume full responsibility for the conduct of the assignee.
18. **Right of Publicity:** All exhibitors and all of their representatives give Orange County LGBT Pride or their 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:** Orange County LGBT Pride, the City of Santa Ana, 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 Orange County LGBT Pride, the City of Santa Ana, 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 Orange County LGBT Pride, are the entire agreement between the parties, and supersedes and rescinds any prior agreement relating to the subject matter hereof. Orange County LGBT Pride makes no warranties or agreements except as set forth herein. **INITIALS: _____**
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. **INITIALS: _____**
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 Food Truck Vendor, For-Profit Vendor, or Non-Profit Vendor that fails to comply with ANY of the provisions outlined herein shall be subject to exclusion from participation in future events. Any violation of the rules and regulations outlined herein will be grounds for revoking this LICENSE TO OCCUPY and Orange County LGBT Pride reserves the right to retain vendor booth fees.

I hereby confirm that the information provided on this application is, to the best of my knowledge, true and correct, and I further certify that I have read all of the information provided in this application and agree to comply with the Terms and Conditions provided.

It is agreed and understood that the completion of this application shall not be binding either to the proposed Food Truck Vendor, For-Profit Vendor, or Non-Profit Vendor and Orange County LGBT Pride, until accepted in writing by Orange County LGBT Pride.

COMPANY NAME

NAME

AUTHORIZED SIGNATURE

DATE