

Orange County LGBT Pride Festival & Parade 2024

Exhibitor Participation Application

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

Organization / Business Name:				
Exhibitor Contact Name:			Contact Phone:	
Mailing Address:			Tax ID:	
Contact Email:				
Please select the category that best describes your organization:				
<input type="checkbox"/> Nonprofit: Any government agency or community-based or nonprofit organization, as recognized by the IRS. <input type="checkbox"/> Commercial: Any company with two or fewer locations AND which employs fewer than 75 employees. <input type="checkbox"/> Corporate: Any company with 3 or more locations OR which employs 75 or more employees.				
Fee Type		Fee	Qty	Total
Base Booth Fee	<input type="checkbox"/> Nonprofit	\$ 250.00	X ____	\$
	<input type="checkbox"/> Commercial	\$ 475.00		
	<input type="checkbox"/> Corporate	\$ 775.00		
Booth Type Fee	<input type="checkbox"/> Uncovered*	\$ 0.00	X ____	\$
	<input type="checkbox"/> Covered†	\$ 125.00	X ____	
	<input type="checkbox"/> Uncovered Corner/End‡	\$ 175.00	X ____	
	<input type="checkbox"/> Covered Corner/End§	\$ 300.00	X ____	
	<input type="checkbox"/> Orgullo Latin Stage**	\$ 125.00	X ____	
Rentals	Chair(s)	\$ 10.00	X ____	\$
	Table(s)	\$ 20.00	X ____	
	Electricity	\$ 200.00	X 1	
Refundable Deposit	Req'd for ALL Exhibitors	\$ 100.00	X 1	\$
Early Bird Discount	Application & payment rec'd by 5/15/2024	- \$ 60.00	X 1	— \$
Late Fee	Application & payment rec'd after 8/16/2024	\$ 150.00	X 1	\$

* **Uncovered:** 10' x 10' space ONLY. NO canopy and NO tables or chairs included. **Exhibitor MUST provide its own fire-retardant, commercial-grade canopy.** One side open to public.

† **Covered:** 10' x 10' space under canopy provided by OC Pride. NO tables or chairs included. One side open to public.

‡ **Uncovered Corner/End:** 10' x 10' space only. NO canopy and NO tables or chairs included. **Exhibitor MUST provide its own fire-retardant, commercial-grade canopy.** Two or three sides open to public.

§ **Covered Corner/End:** 10' x 10' space under canopy provided by OC Pride. NO tables or chairs included. Two or three sides open to public.

** **Orgullo Latin Stage:** 10' x 10' space near Orgullo Latin Stage inside a pavilion; NO canopy and NO tables or chairs included.

Business / Organization Name: _____

Total Due	\$
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Will you be selling new or used merchandise, including handcrafted items, at your booth? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If yes, you must provide the following:</i> Seller's Permit Number: _____ Driver's License or ID Number: _____ State of Issuance: _____ Brief Description of any products or services you will sell or provide at the event: _____ _____ _____ _____	
Will you be parking a vehicle in your booth space? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what are the dimensions of the vehicle? _____ <i>*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.</i>	
Are you an LGBTQ+ owned or related business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Were you an exhibitor or sponsor at OC Pride 2023? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

Send Your Completed Application To:

Orange County LGBT Pride
ATTN: VENDORS
2321 E. 4th Street C619
Santa Ana, CA 92705
vendors@prideoc.com

Notice Re: Application Processing

This is your application to participate at the OC Pride Festival to be held on October 5, 2024. This application does not guarantee space at the festival, but rather expresses your interest in participation in the event. Orange County LGBT Pride must comply with sponsor exclusivity, as well as 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 2024

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:** The 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, employees, and volunteers as additionally insured for the OC Pride Festival & Parade on October 5th, 2024.**

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, Exhibitor 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 September 2024. **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, October 5, 2024 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 options are available on both Friday October 4, 2024 and Saturday morning October 5th 2024. Additional Load In / Load out information to be provided in Exhibitor Packet, to be distributed in September 2024. **Saturday, October 5, 2024 Load in times; no earlier than 7:30 a.m. and must be completed no later than 11:00**

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, October 5, 2024.** 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, October 5, 2024. , 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.**
- c. **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.**
- d. **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 must drive onto the festival site to unload, Exhibitor must arrive between 7:30 a.m. and 8:30 a.m. and shall vacate the festival grounds by 9:30 a.m. No exceptions. Vehicles left unattended after 9:30 a.m. will be towed at the owner's expense. **For the safety of all participants, no vehicles may enter or move around the festival site between 9:30 a.m. and 10:30 p.m. If Exhibitor or its representatives are observed by Promoter to be driving a vehicle on the festival grounds outside of these times, Exhibitor may be expelled from the festival without refund.**

INITIALS: _____

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. No smoking shall be allowed in any tent and "No Smoking" signs shall be posted. No vehicles shall be parked within 100 feet of a tent unless it is necessary for the operation of the tent, or parked on a street closer than 20 feet from the tent. No open-flame device shall be permitted in any tent or tent structure. **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. If Exhibitor elects to use its own Tent; The following fire and life-safety requirements shall be applicable for all tents, awnings and fabric-covered enclosures. 1. All tents, awnings and other fabric-covered enclosures shall be made from a nonflammable material or shall be treated and maintained in approved flame-retardant condition. Documentation shall be maintained with the tent or awning. 2. Any paper or fabric used in displays or exhibits shall be fire resistive or treated with an approved fire-retardant solution prior to use. Documentation of such shall be available during any inspection. 3. All tents with occupancy of 11 or more shall bear the seal of the California State Fire Marshal**
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**. Exhibitor may give away small, pre-packaged candies or snacks. **Exhibitors who wish to provide samples of their food or drink products must request written approval from the Promoter by September 10, 2024.**
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 may 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 except in the event of event cancellation by the Promoter.

INITIALS: _____

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, OC Fair & Event Center, 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 OC Fair & Event Center, 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

Business / Organization Name: _____

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; and/or (2) early termination of this license to occupy and expulsion from the festival without refund; and/or (3) exclusion from participation in future events with Orange County LGBT Pride; and/or (4) all of 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 above and agree to comply with them.

Application Business/Organization Name: _____ Date: _____

Representative Name: _____ Signature: _____