



Hello!

Welcome to Pikes Peak Pridefest 2022 to be held Saturday, July 23<sup>rd</sup> and Sunday, July 24<sup>th</sup>, 2022 commemorating the start of the LGBT civil rights movement.

We are excited this year to be moving the festival back to Acacia Park and we appreciate your interest in supporting the event. Your support of the Gay, Lesbian, Bisexual & Transgender Community in and around the Pikes Peak Region is to be commended. Whether you are thinking of joining us this year as a food vendor, exhibitor or parade contingent, we welcome your involvement and your commitment to human rights and social justice.

Thank you again for your participation in Pikes Peak PrideFest 2022 and your support of the LGBT community.

If you have any questions, please contact us at [info@pikespeakpride.org](mailto:info@pikespeakpride.org).

We look forward to celebrating with you!

Sincerely,

**Jessica Laney**

Pikes Peak Pridefest 2022

**Pikes Peak PrideFest 2022** – Our Mission is to showcase the unity and diversity of the lesbian, gay, bi-sexual, trans-identified, queer community and its allies by celebrating the LGBT community and its culture, to educate the world, commemorate our heritage and liberate our people.



## ***Pikes Peak PrideFest Exhibitor/Vendor Agreement***

Event: Pridefest 2022, Saturday and Sunday, July 23 & 24, 2022 (10 am - 7 pm)

This application is a legal agreement between the applicant (Exhibitor or Vendor) and Pikes Peak PrideFest 2022 (Festival). This agreement applies to both Exhibitors and Vendors except where specified. By completing and submitting this application, you agree to all terms and conditions outlined below. Please review carefully. Please note that submission of application or payment does not guarantee acceptance. Also note, pursuant to Colorado law, Pikes Peak PrideFest 2022 does not provide exhibitor space to marijuana dispensaries, vape, or headshops.

Pikes Peak PrideFest 2022 desires to permit said vendor, and only said vendor, **to sell items or disperse information that was noted in the original vendor application** during the PrideFest 2022 event to be held Saturday, July 23 and Sunday, July 24, 2022 from 10:00 am to 7:00 pm each day. Said sales are to occur only within the area designated by the Festival for the Exhibitor/Vendor.

**Application.** SUBMISSION OF THIS APPLICATION, AND PAYMENT, DOES NOT GUARANTEE ACCEPTANCE. **ALL APPLICATIONS ARE DUES NO LATER THAN 8 MAY** AND YOU WILL BE NOTIFIED NO LATER THAN MAY 15, 2022 IF YOUR APPLICATION HAS BEEN ACCEPTED. IF NOT ACCEPTED, YOUR SPACE FEE WILL BE REFUNDED IN FULL MINUS THE \$50 APPLICATION FEE AND ANY OTHER SERVICE FEES.

- a. If you are applying as a non-profit or political organization, please be prepared to upload a copy of your IRS letter of non-profit determination/status.
- b. Exhibitors/Vendors agree to abide by the Pikes Peak PrideFest Non-Discrimination Agreement and Code of Conduct Agreement (Signature on Non-Discrimination Agreement and Code of Conduct Agreement required)
- c. Exhibitor/Vendor selection is at the sole discretion of festival organizers. Please note that all applications will be reviewed and a selection process will make the final determination of exhibitors/vendors that will participate in the festival.
- d. Festival organizers have final approval over all aspects of Exhibitors/Vendors participation in the Festival and Exhibitors/Vendors booth display and contents. Festival organizers reserve the right to accept, or not to accept, any Exhibitors/Vendors for any reason whatsoever.
- e. Photos are required of the items you wish to offer and a photo of your booth.
- f. This agreement shall be governed by the laws, health sanitation and fire regulations of the city of Colorado Springs and/or, the County of El Paso and/or, the state of Colorado.
- g. All fees are due and payable with the submission of the application.

**Hours of operation.** Exhibitor/Vendor booths must be fully staffed and open for sales / guest engagement, and must remain fully staffed and prepared to serve guests on **Saturday, July 23 from 10:00 AM to 6:30 PM** and then **Sunday, July 24 from 10:00 AM to 6:00 PM** regardless of weather conditions. Closing, or striking early, or opening late, will

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result in a forfeit of any and all Vendors damage deposit or an additional fee of \$75. Exhibitors/Vendors understand the festival will be held regardless of whether.

**Booth Size.** Booth size will be 10 feet wide by 10 feet deep for exhibitors. Any exhibitors whose set up extends beyond booth specifications will be charged an additional \$50 per foot at the discretion of festival organizers. Exhibitors must supply their own tent, table, chairs, etc. including a properly weighted tent system in case of high winds. **The use of stakes, or any other device that would dig into the earth is strictly prohibited.**

**Set Up.** Set-Up must be completed between **7:00 a.m. and 10:00 a.m.** on Saturday, June 25, 2022.

- **No vehicles will be allowed on site after 9:30 am.** PrideFest will provide limited overnight security.
- Site access by vehicle on Saturday morning will be limited to 30 minutes only and strictly monitored.
- Vendor agrees to complete set-up on Saturday
- Unloading access is provided along (Street TBD)
- There will be access for a limited number of vehicles to load in on SAT
- The above is subject to change as circumstances change

**Subletting.** No subletting of booth space shall be permitted.

**Booth Access.** Festival organizers, or assigns, shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than Festival management.

**Festival Displays.** Festival organizers reserve the right to locate any exhibit or display where it is in the best interest of PrideFest. Festival organizers reserve the right to cancel any exhibit or display that is not in the best interest of PrideFest.

**Beverages and Food.**

- Exhibitors shall not sell, distribute, or in any way disseminate any food related items.
- Exhibitors/Vendors are not permitted to sell, distribute, or in any way disseminate alcohol in any form.
- Violation of these regulations is grounds for immediate dismissal from the festival and forfeiture of all fees including a damage fee.

**Signage.** The exhibitor/vendor may only display its own business signs and banners within the assigned booth space.

**Damage Fee.** A damage fee in the amount of \$100.00 will be charged if there is any damage to the park or trash left behind after tear-down. Note that early strike on either Saturday or Sunday will result in the \$100.00 damage fee being charged to your payment/account on file. Damage fees may also be charged in other instances as referenced in different parts of this agreement.

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**Electrical Services.** There is a limited amount of electricity available within Acacia Park and will be on a first come first serve basis. Exhibitor/Vendor agrees to purchase electrical service, if necessary, from festival organizers. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by festival organizers and designated in writing as part of this Agreement. Please keep these restrictions in mind when applying and when planning your operations.

- a. A separate \$50 electricity fee is required to purchase electricity.
- b. It is the exhibitors/vendors responsibility to supply all cables and extension cords of the proper type. If you are unsure of which gauge to use, call a qualified electrician. Safe and adequate electrical service is the key to smooth booth operation at PrideFest.
- c. No 3-phase service is available.

**Load Out.** All materials must be removed from festival grounds **by 8:00 PM Sunday, July 24, 2022**. Any items left in the exhibitor/vendor location after 8:00 PM will be removed and the vendor will incur an additional trash cleanup fee of \$75. Absolutely no early strike will be permitted. Early strike will result in forfeiture of any and all damage deposits and may incur an additional \$100 charge without prior written permission by a Pikes Peak Pride 2022 representative

**Trash.** The exhibitor/vendor will keep space free from trash, litter, wastewater and other refuse at all times failure to do so will result in an additional trash cleanup fee of \$75.

**Storage.** There will be no storage space allowed outside the booth space for any supplies, equipment or inventory.

**Cash/Change.** Pridefest organizers are not responsible for providing cash or change to exhibitors/vendors.

**Canvassing.** Exhibitors/Vendors may interact with guests only from inside their booth space. Canvassing from outside of booth space is not permissible and is grounds for immediate dismissal from the festival and forfeiture of all fees including damage deposit associated with participation.

**Raffles / Tattooing / Piercing.** No Raffles, piercing, or tattooing of any kind are permitted at PrideFest.

**Site Inspection.** Exhibitor/Vendor is responsible for leaving designated space as found. Failure to do so will result in, at the Sole Discretion of Pridefest organizers, loss of any damage deposit and additional charges no less than \$75 to repair or correct the situation. **Exhibitor/Vendor is responsible for returning the site to its original physical condition by 8:00 PM on Sunday, July 24, 2022.**

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**Grass.** Exhibitors/vendors will not be permitted to drive on the grass at any time for any reason. Exhibitor/vendor accepts liability for any damage to the grounds or other city and public or private property. **Under no circumstances will the vendor be allowed to stake anything into the ground.**

**Sustainability Program.** PrideFest organizers requests our exhibitors/vendors to use recyclable products whenever possible. We discourage the use of plastic bags or other non-recyclable options and encourage paper and eco-friendly bags.

**Mandatory Meeting.** There will be an Exhibitor / Food Vendor Orientation Meeting at a time and place to be determined. You or a representative from your booth / restaurant must attend this meeting in order for you to participate in PrideFest. You will be liable for forfeiting your space & fees if this meeting is not attended. You will receive valuable information on maps, booth layout, electrical details, and financial procedures.

**Security.** Exhibitors/Vendors are responsible for the security of their own property and equipment at all times during PrideFest weekend. While limited security personnel will be on duty at all times during PrideFest, no security personnel will be assigned specifically to exhibitors/vendors. Pridefest organizers shall not be held responsible for loss, theft or damage to any property left at the park grounds at any time. Limited overnight security will be provided. Zipping and locking tents with four walls is strongly recommended and encouraged.

**Liability Insurance.** Exhibitor/Vendor shall indemnify and hold Pikes Peak Pridefest 2022 organizers, contractors, staff and volunteers harmless from any claim or cause of action arising out of, or in connection with, the acts or omissions of exhibitor/vendor under this agreement and shall reimburse Pikes Peak PrideFest organizers for any costs including, but not limited to, reasonable attorney fees incurred in defense of any such claims. **All exhibitors/vendors are required to hold liability insurance with minimum liability limits of \$1,000,000 per occurrence .**

- Exhibitor/Vendor will be required to provide a certificate of insurance showing liability insurance coverage naming “Sherlocks Homes Foundation (DBA: Pikes Peak Pride 2022) and its staff, contractors, and volunteers” listed as additional insured. Address: 31 Pinebury Ln. St Augustine, FL 32092-1719
- Food Vendors are also required to show proof of current worker’s compensation insurance or an adequate waiver
- For exhibitors that do not have their own insurance, the Pikes Peak PrideFest insurance provider will be offering Pride Weekend specific plans via the following link:  
[https://www.TotalEventInsurance.com/app/Customer/ExhibitorAnnual.aspx?eid=jGg8JxXNw6I\\$](https://www.TotalEventInsurance.com/app/Customer/ExhibitorAnnual.aspx?eid=jGg8JxXNw6I$). You may also contact Justin Burns ([Justin@pikespeakpride.org](mailto:Justin@pikespeakpride.org)) for more information.

**Violations.** Exhibitors/Vendors acknowledge that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the exhibitors/vendors participation in future PrideFest events. In the event this agreement is terminated as a result of any breach by exhibitor/vendor, exhibitor/vendor shall not be entitled to any refund and shall forfeit all monies previously paid as liquidated damages.

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**Required Documentation.** Exhibitor/Vendor agrees that, in the event this Agreement is terminated as a result of Exhibitors/Vendors failure to provide any required documentation, Exhibitor/Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

**Agreement Deadline.** This Agreement shall be signed by the Exhibitor/Vendor and returned to festival organizers on or before 8 May, 2022.

**Agreement Modifications.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change of the agreement shall be valid or binding upon the parties unless in writing, executed by parties to be bound hereto.

**Cancellations.** Exhibitor/Vendor understands in the event of vendor cancels after June 1, 2022, or fails to provide the required materials, the entire booth fee will be forfeited. No refunds will be issued for any cancellation after June 1, 2022.

**Resolution of Disputes.** In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.

#### **FOOD VENDOR SPECIFIC**

It is our goal to select a few food vendors offering tried and true festival type food options and a few with new & unique options for variety. We also try to limit the number of vendors that offer the same items. Some examples might be Pulled Pork Sandwiches, or Turkey Legs, or Roasted Corn On The Cob. We do however select vendors with some overlap like hotdogs, hamburgers but those are limited.

#### **Licenses.**

- All Food Vendors participating in Pikes Peak PrideFest must hold a valid Food Vendor Permit from the El Paso County Department of Public Health as well as a valid Colorado Springs Fire Marshall Permit for the use of any large tents/canopies.
- Additionally, all Food Vendors participating in PrideFest must complete a Menu and Commissary Kitchen review with the Colorado Springs Department of Environmental Health prior to the event.
- Any single food vendor utilizing Liquefied Petroleum Gas (LPG) in amounts more than 125 gallons water capacity must provide a permit from the Division of the Fire Marshal for Temporary LPG Use.
- Any vendor cooking food utilizing solid fuels and/or LPG must read and sign the Cooking and LPG Use at Special Events document

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- All Food Vendors accepted to PrideFest must provide copies of the above referenced licenses to festival organizers no later than 8 May, 2022.

**Water.** Potable water will be made available at the Festival. Food Vendors are responsible for providing a means of transporting water from the Festival's source to assigned booth space.

**Wastewater.** Please do not dispose of wastewater anywhere other than designated locations. Please make provisions immediately to mop up any standing water. Food Vendors observed dumping water in any unauthorized locations or containers will be closed.

**Grease Disposal.** Grease splattering is an area of highest concern. Please make sure you lay down a non-flammable covering underneath your cooking area. Please ensure grease- catching sheets extend beyond the primary cooking area to catch all splatters. Grease containers/barrels will not be made available; **Food Vendors are responsible for hauling out and disposing of their grease.**

**Refrigeration & Overnight Power.** PrideFest does not provide any form of refrigeration or overnight utilities, including power.

By signing this agreement or replying to this agreement via electronic means (eMail) the vendor acknowledges that:

- Exhibitor/Vendor has had the opportunity to review each and every part of this agreement and will abide by this agreement.
- Exhibitor/Vendor has had the opportunity to consult with legal counsel if desired.
- Exhibitor/Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.
- Exhibitor/Vendor shall or will purchase liability insurance naming Pikes Peak Pridefest 2022 as additional insured.

Company / Organization Name: \_\_\_\_\_

Official Representative for Above: \_\_\_\_\_

I, \_\_\_\_\_ have read the entire Pikes Peak Pridefest 2022 Exhibitor/Vendor Agreement and Understand and Will Comply with ALL aspects of this agreement. I further understand that if I, or ANY of the individuals in our vendor space, violate this agreement, our booth may be closed for the balance of the event and any and all deposits will be forfeited in addition to possible fines / charges.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Non-Discrimination Agreement and Code of Conduct Agreement – REQUIRED

### **Non-Discrimination**

Pikes Peak PrideFest vendors, contractors, sponsors, staff and volunteers, and all personnel associated with the festival agree at all times to honor and abide by the following statement of non-discrimination in word and action. Anyone associated with the festival, or their employees or associates on festival grounds in violation of this agreement will be asked to leave festival grounds immediately and will forfeit all rental fees, sponsorship fees, and damage deposits as applicable. Additionally, any actions taken or statements made to individuals or groups contrary to this policy or the spirit and intention of this policy are not permitted on festival grounds, or in any communication associated with the festival:

“All persons associated with PrideFest will provide service to individuals without regard to an individual’s sexual orientation, gender identity/expression, HIV/AIDS status, race, color, national origin, ancestry, creed, religion, sex, gender, physical or mental disability, age, marital status, military status, veteran status, citizenship or any other protected classification in accordance with state, federal and municipal laws.”

### **Code of Conduct**

All persons associated with the festival agree;

- To interact with guests, staff, volunteers and all persons associated with the festival in a respectful manner at all times;
- Not to smoke, use alcohol or other controlled substances while participating in any capacity with the festival, and remain free from the influence of such substances while participating in any capacity with the festival;
- To be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;
- Not to engage in any behavior that is determined to threaten the safety of anyone participating in the festival in any capacity, nor to engage in any behavior that is disruptive or interferes with the right of anyone associated with the festival to conduct appropriate business or freely enjoy the festival;
- To represent the festival in a positive manner at all times. By signing this document, parade participants, vendors, contractors, and sponsors agree to assume responsibility for the behavior of employees on festival grounds associated with the company or organization.

Violations of this code should be presented to the Pikes Peak PrideFest Event Manager to determine whether an act is unsuitable. Decisions regarding enforcement or violations will be made at the sole discretion of PrideFest management.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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