

Pride Community Center of North Central Florida, Inc
2009 Gainesville Pride Festival
October 3, 2009
Commercial Vendor Application
NON-FOOD/BEVERAGE

Company's Name: _____

Address: _____

City, State, and Zip: _____

Telephone: _____ E-mail: _____

Contact Person: _____ Fax Number: _____

[] Please reserve _____ space(s) in the 2009 Gainesville Pride Festival – October 3, 2009.

Each 10ft X 10ft space - \$50.00 registration fee

[] We also need a table for our space. Please reserve _____ table(s) and two chairs for each table.

Each 8ft table with two chairs - \$30.00

[] Please arrange for electricity for our space. (Spaces with electricity are **very** limited. Please reserve early.) **Charge for electricity - \$30.00**

Total amount enclosed \$_____.

Please describe the nature of your organization and the items you will be offering for sale or distribution:

- 2009 Gainesville Pride Festival hours are Saturday 2:00pm to 9:00pm.
- Vehicles are allowed in the downtown plaza from 10:00am to 11:45pm for setup and after 9:00pm for breakdown.
- Upon acceptance of your application by Pride Community Center of North Central Florida, Inc. you will be assigned a space number and sent written confirmation by ***September 20th, 2009.***
- Applicants are responsible for all transportation from parking areas and from the festival site. Any unauthorized vehicles left in the plaza after the conclusion of the festival are subject to towing.
- At the festival site, serving or selling any food or beverages including water are prohibited, unless a food vendor application has been submitted and approved.
- **Vendors must supply table cover and table skirt.**
- **Any application received after September 20th, 2009 will be subject to a \$25.00 increase in registration fee.**

IN ORDER TO PROCESS THIS APPLICATION, THE AGREEMENT ON THE REVERSE SIDE MUST BE SIGNED AND DATED. ANY APPLICATIONS RECEIVED WITHOUT THE AGREEMENT SIGNED WILL BE RETURNED WITHOUT PROCESSING. NO APPLICATION IS COMPLETE WITHOUT PAYMENT.

Please make your check payable to: PCCNCF

Send to: **Pride Community Center of North Central Florida, Inc . P.O. Box 5383, Gainesville, FL 32627**
email: **pridectr@bellsouth.net**

Pride Community Center of North Central Florida, Inc
2009 Gainesville Pride Festival Agreement
2009 Gainesville Pride Festival, October 3, 2009

In signing this agreement for the 2009 Gainesville Pride Festival vendors agree to each and all clauses set forth in this agreement. Failure by the vendors to abide by any clauses set forth in this agreement gives Pride Community Center of North Central Florida, Inc (hereinafter known as PCCNCF) and/or the authorized agents of PCCNCF the right to (1) immediately 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 to PCCNCF for the right and privilege of participating in the festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of PCCNCF.

1. PCCNCF agrees to provide each vendor with assigned space(s) at the 2009 Gainesville Pride Festival.
2. PCCNCF retains the exclusive rights to serve and sell water at all sites and operations of the 2009 Gainesville Pride Festival. Anyone wishing to sell or serve either food and/or beverages at any and all sites of the 2009 Gainesville Pride Festival must complete and submit a Food Vendor Application to PCCNCF.
3. Pride Festival vendors shall not display, offer for viewing, or sell any illegal or contraband items. The laws of the State of Florida and local ordinances of the City of Gainesville and Alachua County shall control. Pride Festival vendors shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations of the 2009 Gainesville Pride Festival. Pride Festival vendors shall comply with all federal, state and local laws.
4. Pride Festival vendors shall not display, offer for viewing, take orders for, or sell any items that are imprinted, emblazoned or marked in any manner with any and all the words "**2009 Gainesville Pride Festival**" even when printed with other words. Pride Festival vendors shall not offer phrases, logos or artwork with any variations of these words.
5. Pride Festival vendors shall not sublet their space to anyone.
6. Pride Festival vendors acknowledge and understand that they are responsible for sales and use tax and shall in no way hold PCCNCF or its representatives responsible for any type of permits other than for the festival itself.
7. Refund Policy: A full refund will be given to a written request received by September 20th, 2009. No refunds will be given for any request received after September 20th, 2009.
8. PCCNCF makes neither representation nor guarantees towards actual festival attendance.
9. Pride Festival participants understand that PCCNCF 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 vendors shall hold PCCNCF harmless for any losses that could arise because of such event.
10. PCCNCF reserves the right to place Pride Festival vendors in a location at the complete discretion of PCCNCF. Pride Festival vendors may request a preference of placement, however, PCCNCF shall have sole and complete authority to place the vendor in any location contained in the festival site, irrespective of the vendors' request.

Any modification of this agreement shall be null and void unless said modification is set forth in writing and signed by the same parties (or his/her representatives) having signed this agreement made on this _____ day of _____, 2009.

This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Between:

Pride Festival Vendor:

Pride Community Center of North Central Florida, Inc.

Signed: _____

By: Terence P. Fleming, Vendor Coordinator

Dated: _____