

Denver PrideFest
1050 Broadway
Denver, CO 80203
303-733-PRIDE
www.denverpridefest.org
Denver PrideFest is produced by The GLBT Community Center of Colorado



PRIDE
DENVER
fest

Welcome to The Center's PrideFest, scheduled for Saturday, June 19th and Sunday, June 20th, 2010 (note the new date!), commemorating the start of the LGBT civil rights movement.

We appreciate your interest in PrideFest and your support of the efforts of the Gay, Lesbian, Bisexual & Transgender Community Center of Colorado to engage, empower and enrich the lives of the GLBT community. 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.

We hope that you have enjoyed the festival's expansion over the past few years. We now welcome over 275,000 at the festival. This year we will again be charging festival attendees \$5 for 8 tickets with a food vendor ticket redemption value of .55 cents per ticket.

Please note a change in our vendor acceptance process - all applications will be reviewed and a selection process will make the final determination of food vendors that will participate in 2010. Previously we accepted vendors on a first-come, first-served basis. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

We trust the transformations we are implementing in this special 35th Anniversary celebration will only strengthen your commitment to the event and offer new opportunities for all. So, don't delay! **Complete the enclosed application and return to The Center no later than May 1st, 2010.** Thank you again for your participation in PrideFest and support of the GLBT community.

Please note that this year we are again requiring all food vendors on premises to carry liability insurance. You may either have your current company issue a certificate naming Denver PrideFest as additional insured, or you may participate in our insurance program. Coverage through our program is \$52.50 for the entire festival. An application is available for download on the vendor page of our website.

If you have any questions, please contact us at The Center. We look forward to celebrating with you in June!

Best,

Carol Hiller
PrideFest Vendor Coordinator
303-282-5073
caroleyii@mindspring.com



Food Vendor Application
Event: Saturday and Sunday, June 19 & 20, 2010

We are pleased to offer this Food Vendor application in The Center's PrideFest Denver 2010! Recognized as one of the top ten Gay Lesbian Bisexual & Transgender Pride celebrations in the country, PrideFest honors our community's culture and heritage. This year's event expects to bring in a crowd of over 275,000. This annual event will again include a family day, parade, rally and festival. Please read through the information and the included agreement carefully as your signature acknowledges your organization's responsibility for ALL of the information contained within.

Company Name: _____ Tax ID Number: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Fax Number: _____ Email: _____

Contact Name: _____ Cell: _____

Are you a gay owned or gay related business?

THIS AGREEMENT dated this _____ day of _____, 2010 is by and between The Center/PrideFest (the "Festival"), a not-for-profit corporation and the organization listed above.

The Festival desires to permit said Food Vendor, and only said Food Vendor, to sell said items during the 2010 PrideFest event. NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. RIGHT TO SELL. Food Vendor, and only said Food Vendor, shall have the right to sell only the items submitted at the designated prices. Said sales are to occur only within the area designated by the Festival for the Food Vendor.

2. BEVERAGES & FOOD. Food Vendor shall not sell, distribute, or in any way disseminate non-alcoholic or alcoholic beverages or food unless otherwise agreed upon in writing.

3. PRODUCTS. Food Vendor, and only said Food Vendor, shall sell only the items and/or services at the listed retail price (including all applicable sales taxes) as part of this application and agreement. Food Vendor shall sell the identified items at the specified price unless otherwise agreed by the Festival.



4. HOURS OF OPERATION. Food Vendor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Saturday, June 19th from 11:00 a.m. to 7:00 p.m. and Sunday, June 20th, from 10:00 a.m. to 6:00 p.m. regardless of weather conditions. Closing early or opening late will result in the forfeiture of the Food Vendor's damage deposit. Food Vendor understands that the Festival will be held regardless of weather.

5. BOOTH SIZE. Booth size will be 11 feet wide by 10 feet deep for Food Vendors. Any Food Vendor whose set up extends beyond the booth specifications will be charged an additional \$50 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces. Food Vendor understands that the Festival, in its sole discretion, will assign space. Food Vendors must supply all supplies necessary to operate, including a **properly weighted** tent or canopy, to operate and withstand the elements of weather. The use of stakes is strictly prohibited.

6. SPACE RENTAL FEE. Food Vendor, and only said Food Vendor, agrees to rent a booth space during PrideFest to be held June 19 & 20, 2010 as indicated below:

Commercial Food Vendor Booth

___ 1 Booth or ___ 2 Booths @ \$275 ea. \$ _____

Snack Vendor Booth

___ 1 Booth or ___ 2 Booths @ \$200 ea. \$ _____

Late Fee (if after May 1st, 2010) @ \$50 \$ _____

BOOTH TOTAL: \$ _____

Refundable Damage Deposit: \$100/space \$ _____
(issue separate check)

If paying by check, please issue two (2) separate checks - one for the rental fee and a separate check for the Damage Deposit.

If applying after May 1, cashier's check, money order or credit card payment ONLY.

Qualifications for Snack Vendor areas are determined solely by the Festival based on review of the menus submitted with this agreement. If you have any questions, please call 303.282.5073

All fees and deposits are due and payable with the submission of this agreement.

No subletting of booth space shall be permitted.



7. COMMISSION. The Festival will retain 20% of the Food Vendor's gross sales for the Festival (note payment process/ticket redemption after event).

8. SET UP. Set-Up must be done between 7:00 a.m. and 10:00 a.m. on Saturday, June 19, 2010. No cars will be allowed on site after 9.30 am. The Festival will provide limited overnight security. Site access by vehicle on Saturday morning will be limited to 30 minutes only and strictly monitored. No vehicles will be allowed on-site after 9.30 am. Vendor agrees to complete set-up on Saturday. Contact information and instructions for renting tents/canopies and other rental needs you may have will be included in your confirmation letter from the Festival upon acceptance.

9. LOAD OUT. All materials must be removed from Festival grounds by 9:00 pm on Sunday, June 20, 2010.

Equipment load-out begins: Sunday, June 20, no earlier (and potentially later than) 6:30 p.m.
Equipment load-out ends: Sunday, June 20, 9:00 p.m.

ABSOLUTELY NO EARLY STRIKE WILL BE PERMITTED. EARLY STRIKE WILL RESULT IN THE FORFEITURE OF YOUR DAMAGE DEPOSIT.

10. GRASS. DO NOT DRIVE ON THE GRASS. Exhibitor accepts liability for any damage to the grounds or other City and public or private property.

11. SIGNAGE. The Exhibitor may only display its own business signs and banners within the assigned booth space.

12. TRASH. Spaces must be free of trash, litter and other refuse at all times. Failure to do so will result in forfeiture of consideration for participation in future Festivals.

13. CONDUCT. Exhibitors may not smoke or consume alcoholic beverages within any assigned Festival space. Exhibitors must be suitably attired at all times. Behavior unsuitable for the Festival or which constitutes a public nuisance will not be permitted. Exhibitors will not engage in loud, live or recorded music during the Festival. The Festival in its sole discretion shall determine whether an act is unsuitable.

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

15. ELECTRICAL SERVICES. Exhibitor agrees to purchase electrical service, if necessary, from Festival. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by PrideFest and designated in writing as part of this Agreement. Please keep these restrictions in mind when applying and when planning your operations.

No other form of generator or electrical service other than that provided by PrideFest is permitted. An electricity application and fee schedule is included with this agreement. Please mail in your electrical request form (available on website and at The Center) & fees made payable to "Denver PrideFest" with your booth fee and application, due May 1st, 2010.

Electrical fees:

Each 110v, 20 amp service	\$200.00
Each 208v, 50 amp service	\$240.00

It is your 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 the Festival. Please bring an outdoor-rated extension cord of at least 100 feet. No 3-phase service is available.

16. CANVASSING. Exhibitors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and Exhibitor shall be liable for immediate closure, removal from the Festival and loss of all submitted monies.

17. RAFFLES/PIERCING/TATTOOING. No raffles, piercing or tattooing of any kind are permitted at the Festival.

18. SITE INSPECTION. Exhibitor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of Festival, loss of damage deposit and/or charges to repair or correct the situation. Exhibitor is responsible for returning the vending site to its original physical condition by 8:00 p.m. on Sunday, June 20th, 2010.

19. GOVERNING LAWS. This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Colorado.

20. SECURITY. Exhibitors are responsible for the security of their own property and equipment at all times. While limited security personnel will be on duty at all times during the weekend, no security personnel will be assigned specifically to Food Vendors. The Festival shall not be held responsible for loss, theft or damage to any property left on the Festival grounds at any time.

21. LIABILITY. Exhibitor shall indemnify and hold the Festival, the Festival staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Exhibitor under this Agreement, and shall reimburse the Festival for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim.

22. VIOLATIONS. Exhibitor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Exhibitor's participation in the Festival. In the event this Agreement is terminated as a result of any breach by Exhibitor, Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

23. 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 in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.

24. AGREEMENT DEADLINE. This Agreement shall be signed by the Exhibitor and returned to the Festival on or before May 1st, 2010. A \$50 late fee will be assessed if application is received or postmarked after agreement deadline. The only payment forms accepted after May 1, 2010 will be cashier's check, money order or credit card.

25. CANCELLATION. Exhibitor understands in the event the Exhibitor cancels after June 1, 2010 or fails to provide the required documentations, permits, and fees, the entire booth fee will be forfeited.

26. REQUIRED DOCUMENTATION. Exhibitor agrees that, in the event this Agreement is terminated as a result of Exhibitor's failure to provide any required documentation, Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

27. 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.

28. BOOTH ACCESS. The Festival and its agents 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.

29. FESTIVAL DISPLAYS. The Festival reserves the right to locate any exhibit or display where it is in the best interest of the Festival. The Festival reserves the right to cancel any exhibit or display that is not in the best interest of the Festival.

30. VENDOR SELECTION - Vendor selection is at the sole discretion of the Festival (The Center). Please note that all applications will be reviewed and a selection process will make the final determination of food vendors that will participate. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

31. LICENSES - To sell food/beverages at an OUTDOOR EVENT, you MUST attend one orientation class each year and do your Menu Review no later than 20 days prior to your first event. Temporary Retail Food Establishment License Classes: This class with Health, Fire and Wastewater Departments will last approximately one hour. The class is required for all Vendors applying for a Special Event Fire Department license and strongly recommended for those applying for a Temporary Retail Food Establishment license.

32. MENU REVIEW. Make an appointment with the Department of Environmental Health several weeks before the event to review your menu. The menu review and licensing must be completed before your first event, or you will not be permitted to operate.

33. FIRE PERMIT. Fire Department Permits are *required* for the use of any temporary power sources (propane, charcoal, generators, etc.) or any large tents/canopies.

- Fire Permit Applications are distributed at the classes listed above.
- Fire Permits may be obtained on a "per event" basis, or you may obtain a yearly permit.
- The Event Organizer is responsible for obtaining all Fire Department permits on behalf of *all* the Vendors at an event. Submit your application and payment to the event organizer. If you are obtaining a yearly

permit, the form and payment are submitted to your first event organizer and then a *photocopy* of the annual permit is submitted to subsequent event organizers.

34. LICENSE FEE. After the menu review, you must go to Excise & Licenses and pay your annual license fee. The license is valid for one year. Please note: If you are renewing your license, bring a copy of your *prior* license to the menu review and to Excise and Licenses.

Commissary Kitchen: Applicants without their own commissary kitchen must have access to a licensed kitchen for food preparation/storage. Please have the Affidavit of Commissary completed prior to your scheduled Menu Review Appointment. If you do not operate your own kitchen, the commissary kitchen you use cannot have a liquor license – this is a violation of the Colorado State Liquor Code. Please have written permission from the commissary kitchen at the menu review. If you are a Vendor from outside of Denver County, bring a copy of your commissary's last inspection report.

REMINDER: Event Organizers are required to submit a *complete* list of licensed food and beverage Vendors 10 days before the event to the Department of Environmental Health. Make sure you have completed all the necessary agreements with the event before that date. You will need to send a copy of your license to your Event Organizer.

35. LIABILITY INSURANCE

Your 2010 liability insurance requirement is \$1,000,000. Please inform your liability insurance carrier to issue a certificate of insurance showing liability insurance coverage for PrideFest 2010 with PrideFest Denver 2010 - The GLBT Community Center of CO, and its staff, contractors, and volunteers listed as additional insured. You are also required to show proof of worker's compensation insurance.

36. TICKETS / REDEMPTION

All food and beverage will be handled by strip tickets. Tickets are valued in fifty-five-cent (\$0.55) increments. Food Vendors may not accept cash under any circumstances. Anyone who is observed in violation will be immediately and permanently closed, and will not be able to return to the festival in the future. Food Vendors are responsible for controlling all of their redeemed tickets. Tickets will be exchanged for the equivalent cash value minus the 20% Commission (Item #7) at a location and time to be determined following the Festival. Wet, soiled or otherwise tampered tickets will not be accepted at the discretion of PrideFest 2010.

37. MANDATORY MEETING

There will be a Food Vendor Orientation Meeting at a time and place to be determined. You or a representative from your restaurant must attend this meeting in order for you to participate in the Festival. 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.

38. WATER

NON-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.

39. WASTEWATER

Please do not dispose of wastewater anywhere other than Festival designated locations. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed. Wastewater barrels are provided by the Festival.

40. GREASE

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 be made available through Festival for Food Vendors.

41. REFRIGERATION

The Festival is currently researching options and pricing for overnight refrigeration – this may or may not be provided and will be discussed further at the mandatory food vendor meeting.

42. PHOTOS

If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

43. GREEN PROGRAM - PrideFest is working in conjunction with other major Denver Festivals and the Colorado Festivals and Events Association and requires our selected vendors to serve on recyclable products.

44. RECYCLING PROGRAM - PrideFest takes a very proactive and committed stance pertaining to environmentally sound practices. The purpose of this program is to utilize recycled materials wherever possible, and to minimize the amount of non-recyclable waste generated by the event. All Food Vendors must participate in this program, which has the following requirements:

- **Serving Equipment** - Food Vendor agrees that all food will be served on recyclable paperware and with recyclable plastic utensils. NO Styrofoam should be used, nor is it permitted.
- **Cardboard Recycling** - Food Vendor agrees to flatten and segregate cardboard boxes from trash and place them in the designated cardboard receptacles provided by PrideFest.
- **Packaging Materials** - Food Vendor agrees to purchase supplies that utilize cardboard only packaging, e.g. purchase corn in crates made from recyclable cardboard instead of crates made from non-recyclable wood or metal.

AGREEMENT

By signing this Agreement, Food Vendor acknowledges that:

- a) Food Vendor has had the opportunity to review this Agreement;
- b) Food Vendor has had the opportunity to consult with legal counsel if desired; and
- c) Food Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Executed this _____ day of _____, 2010 for Food Vendor

Food Vendor/ Organization

Authorized Signature

Credit Card Information

If paying by credit card, the full amount of the rental fee will be charged at the time the application is complete and accepted. The damage deposit will not be charged unless damage is incurred.

Circle One: Visa MasterCard Discover American Express

Card Number: _____ Exp. Date _____

Name as listed on card (print clearly!!!) _____

Mailing Address for card (street, city, state and zip):

Authorized Signature for card: _____

Please keep a copy of this document for your records. If you have not participated in PrideFest before, we will require photos of the items you wish to offer and a photo of your booth.

Please make checks payable to Denver PrideFest and RETURN WITH PAYMENT BY May 1

PrideFest – Food Vendor c/o The Center
PO Box 9798
Denver, CO 80209
Phone: 303-282-5073
Fax: 303-282-9399

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Food Vendor Menu & Additional Information Form – REQUIRED WITH APPLICATION

Company Name: _____ Tax ID Number: _____

Did you participate in last year’s PrideFest? _____ Yes _____ No

If yes, would you prefer the same booth location if available? _____ Yes _____ No

Are you a gay owned or gay related business?
_____ Yes _____ No

Please list your menu in its entirety (attached additional pages if necessary):

Product Name	Price \$
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RETURN WITH: Application & Agreement and Payment BY May 1, 2010
Please make checks payable to Denver PrideFest

PrideFest – Food Vendor
c/o The Center
PO Box 9798
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Fax: 303-282-9399



Non-Discrimination Agreement and Code of Conduct Agreement - REQUIRED

Non-Discrimination

Denver 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 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, 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 Denver PrideFest Event Manager, and decisions regarding enforcement or violations will be made at the sole discretion of PrideFest management.

I will abide by the Denver PrideFest non-discrimination agreement and code of conduct:

Name: _____ Signature: _____

Organization: _____ Date: _____