



ALSO Youth

Manatee Pride Vendor Request

In order to process this application, the agreement must be signed, dated, and returned with payment and this form
FESTIVAL INFO: Saturday, March 11 2023 | 12 PM-5 PM | Riverwalk Pavilion & Event Area (452 3rd Ave. W, Bradenton, FL 34205)

Business/Organization Name: _____

Primary Contact Name & Title: _____

Mailing address: _____

Phone Number(s): _____

Email: _____

Please Describe Your Business or Organization: _____

What type of goods/services/info will you be offering for purchase or giving away?

Sponsors websites are linked from the ALSO Youth webpage. Please specify the exact web address for your link: _____

PLEASE CHECK APPROPRIATE VENDOR LEVEL:

	Postmarked on or before 1/31/2023	\$175
	Postmarked on or after 1/31/2023	\$200
	ALL FOOD VENDORS	\$200

501(c)(3) Non-Profits

	Postmarked on or before 1/31/2023	\$125
	Postmarked on or after 1/31/2023	\$150

PAYMENT:

Pay by Credit Card:

Card Number: _____ Exp. Date: _____ CVV: _____

Name on Card: _____

Billing Address: _____

Enclose Check payable to: Manatee Pride

Mail payment/agreement to: *Manatee Pride, c/o ALSO Youth, 1470 Blvd of the Arts Sarasota, FL 34236*

Pride Sponsor and Vendor agreement for the 2023 Manatee Pride Festival (hereinafter, "Festival" or "the Festival"). Vendors, and Sponsors with vendor booths (hereinafter included as "Vendor"), agree to each and all clauses set forth in this agreement and identified in the Manatee Pride Sponsor/ Vendor Request herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2023 Manatee Pride Festival gives Manatee Pride and ALSO Youth (hereinafter known as MP/AY and/or the authorized agent(s) of MP/AY the right to (1) immediately terminate this agreement, and (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 MP/AY for the right and privilege of participating as a Vendor of the 2023 Manatee Pride Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of MP/AY.

- 1.FORFEITURE AGREEMENT: Vendor agrees to obey all rules and instructions as directed by MP/AY during Manatee Pride 2023; any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to MP/AY. Further, Vendor may be subject to fines, civil, and/or criminal liability for violations of law or City of Bradenton ordinances.
- 2.SET-UP/TEAR-DOWN: VENDOR MUST BE ON-SITE NO EARLIER THAN 10:30 A.M. and NO LATER THAN 11:00 A.M. AND SET-UP MUST BE COMPLETE NO LATER THAN 11:40 A.M. In the event the Vendor fails to appear at the festival and claim their reserved market space by 11:00 a.m., Eastern Time Zone, on Saturday, March 11, 2023 MP/AY reserves the right to assign, and/or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with MP/AY. TEAR DOWN: May not begin before 4:50 PM and must be completed by 5:30 P.M.
- 3.VENDOR BOOTHS: MP/AY agrees to provide each Vendor of the 2023 Manatee Pride Festival with a 10'x10' space with one 8-foot-long (8') table and two chairs per assigned Vendor space at the 2023 Manatee Pride Festival. NO TABLECLOTHS ARE PROVIDED. Vendor is responsible for any equipment necessary for display and set-up (such as dollies, carts, etc). Vendor may provide and is encouraged to provide Vendor's own canopy/pop-up tent, no larger than 10'x10'. All vendors must use weights on each leg of the canopy/pop-up tent because of possible windy conditions along the river. Stakes or in-ground implements are prohibited by the City. Vendor displays shall be of professional quality. All packaging material and boxes shall be stored out of sight. Electricity is not available at the Festival.
- 4.SUBLETTING PROHIBITED: Vendor shall not sublet or otherwise allow to use Vendor's allotted Vendor booth to or by any other business, organization, or person, with or without cost, without prior written authorization by MP/AY.
- 5.PROHIBITIONS: Vendor agrees to and acknowledges that barbecue grills or any open flame, stakes, and any staking implement that pierces the soil, are strictly prohibited. Such restrictions are required pursuant to MP/AY's permits and agreements with the City of Bradenton for public health and safety as well as environmental and park infrastructure hazards/concerns which may not be immediately apparent to the Vendor.
- 6.DAMAGES AGREEMENT: Vendor agrees and acknowledges to abide by all directions by MP/AY and the City of Bradenton, which seek to protect the environment and infrastructure of City Parks and the safety of Manatee Pride Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate MP/AY, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of city parks which causes MP/AY to pay for the repair, replacement, or other remuneration to the City of Bradenton for such damage to the environs or infrastructure of a city park.
- 7.STAY IN ALLOTTED VENDOR SPACE: Out of fairness and consideration of all Festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its ASSIGNED booth space, and not to extend beyond 5 feet directly in front of its booth, for any sales, distribution, or other solicitation. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the Festival Grounds in any effort to promote its booth's purpose, unless specifically authorized in writing to do so by MP/AY at least one week prior to the event.
- 8.NO AMPLIFIED SOUND: As a courtesy to other vendors and Festival participants, any amplified sound and loud noise from your booth is prohibited. The only amplified sound allowed at the Festival is by a Stage Sponsor or entertainment provider specifically authorized by MP/AY.
- 9.NO ILLEGAL OR OBSCENE MATERIALS: Vendor shall not display, offer for view, or sell any illegal or contraband items. Additionally, Vendor acknowledges and agrees that any material of an adult nature which may be considered obscene or objectionable for view by minors shall not be displayed. MP/AY shall have sole and final discretion over what shall constitute obscene or objectionable items not otherwise prohibited by law or ordinance.
- 10.NO COMPETING FOOD/BEVERAGE SALES: MP/AY retains the exclusive rights to serve and sell any and all food and beverages at the 2023 Manatee Pride Festival. Out of fairness to specifically authorized Festival "Food Vendors," serving or selling any beverage or food except by the specifically authorized "Food Vendors" is prohibited. MP/AY reserves the right to confiscate for the duration of the Festival any food or beverages being served or offered for sale by anyone other than the specifically authorized "Food Vendors."
- 11.NO COMPETITION WITH MP/AY: Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned, or marked in any manner with "Manatee Pride", "Pride Manatee", or the Manatee Pride or ALSO Youth names or logos. Even when printed with other words, Vendor shall not offer phrases, logos or artwork with any variations of these words.
- 12.NO COMPETITION WITH FESTIVAL SPONSORS: MP/AY reserves the right to prohibit, within any Pride Vendor booth or on the Festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current MP/AY sponsor. Any questions concerning current MP/AY sponsors should be directed to the MP/AY prior to the event. MP/AY shall have sole and final discretion over what shall be objectionable items.

3.SALES TAX: Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the MP/AY or its representatives responsible for any type of permits other than for the Festival itself. Vendor is solely responsible for the acts or omissions, and any and all costs associated therewith, of any and all of its employees and volunteers.

14.NO MISREPRESENTATION: No Vendor shall hold itself out as an agent of MP/AY.

15.CANCELLATIONS / REFUND POLICY: A 75% refund of Vendor booth fees will be given with a written request received by February 4, 2023. A 50% refund will be given with a written request received between February 5-18, 2023, if the space can be filled from an approved waiting list. No refunds will be given for any request received after February 19, 2023.

16.VENDOR POSSESSIONS: All booths and exhibits must be tended at all times. MP/AY and the City of Bradenton accept no responsibility for items left unattended. Vendor is solely responsible for the security of Vendor's property

17.ATTENDANCE NOT GUARANTEED: MP/AY makes no representation or guarantees towards actual Festival attendance.

18.UNCONTROLLABLE EVENTS: Vendor understands that MP/AY has no control over attendance, weather, acts of God, acts of terrorism, governmental intervention, or any cause that may prevent, alter, or interrupt the Festival; Vendor shall hold MP/AY harmless for any losses that could arise as a result. MP/AY does not refund booth fees due to weather, acts of God, acts of war or terrorism, or governmental intervention;

the Festival is a "Rain or Shine" event.

19.VENDOR PLACEMENT: MP/AY reserves the right to place Vendor in any booth location at the complete discretion of MP/AY, irrespective of the participant's request. MP/AY makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival guests in any area of the Festival.

MP/AY cannot speculate, nor control, the popularity of one area of the Festival over the other.

20.CLEAN UP: Vendor, upon vacating their booth space(s), will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate refuse containers. Failure of the Vendor to clean their booth site may result in the future denial of Vendor participation.

21.HOLD MP/AY HARMLESS: Vendor understands and agrees that Vendor, Vendor's business, organization, employees, assistants, coworkers, heirs, or assigns, shall hold harmless MP/AY, their organizers, directors, volunteers, other sponsors, insurance carriers, and site property owner in the case that Vendor or any person associated with Vendor suffer any damages or loss to goods, wares, or merchandise; or accident, illness, injury, death within the confines and context of the Festival. Vendor agrees to not file any claim(s) against MP/AY or their organizers, directors, volunteers, other sponsors, insurance carriers, or the City of Bradenton. Vendor agrees that Vendor or Vendor's insurance shall have sole responsibility for any and all costs associated with injury, illness, or loss suffered at or related to the Festival.

22.INSURANCE: Vendor certifies that Vendor maintains adequate liability insurance, or chooses to "self-insure," to cover any and all occurrences which may result in the damage or injury to any person or person's property as the result of the acts or omissions of the Vendor including within the Vendor's booth space. Vendor understands that liability insurance may be available for private purchase and if interested in additional information, shall contact Vendor's preferred insurance agent.

23.FINES INCURRED BY VENDOR: Any infraction or damage that results in the Festival being charged a fine by the City of Bradenton will be billed directly to the responsible Vendor.

24.TERMINATION CLAUSE: Any failure to strictly adhere to any part of this agreement may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to MP/AY.

25.SEVERABILITY CLAUSE: "If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation."

This agreement supersedes all oral or other non-written agreements and understandings. 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 their representatives) having made this agreement. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below. Vendor agrees to abide by all clauses set forth in this agreement, and upon notice of violation of this agreement to immediately vacate the Festival and forfeit any and all fees paid for the privilege of participation in the Festival.

Between:

Manatee Pride/ALSO Youth. and Pride Sponsor/Vendor Organization/Business: _____

Authorized Representative (printed name): _____

Signature: _____

Date: _____

Manatee Pride/ALSO Youth reserve the right to deny any applicant for any reason with or without cause.