

2023 SARASOTA PRIDE SPONSOR AND VENDOR AGREEMENT

PROJECT PRIDE SRQ (HEREINAFTER, "PPSRQ") SPONSOR AND VENDOR AGREEMENT FOR SARASOTA PRIDE. VENDORS AND SPONSORS WITH VENDOR BOOTH SPACES (HEREINAFTER INCLUDED AS "VENDOR"), AGREE TO EACH AND ALL CLAUSES SET FORTH IN THIS AGREEMENT AND IDENTIFIED IN THE 2023 SARASOTA PRIDE SPONSOR AND VENDOR REQUEST HEREIN INCORPORATED BY REFERENCE. FAILURE BY THE VENDOR TO ABIDE BY ANY CLAUSES SET FORTH IN THIS AGREEMENT OF SARASOTA PRIDE GIVES PPSRQ AND/OR THE AUTHORIZED AGENT(S) OF PPSRQ 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 PPSRQ FOR THE RIGHT AND PRIVILEGE OF PARTICIPATING AS A VENDOR OF THE EVENT. NO CLAUSES OF THIS AGREEMENT MAY BE CHANGED IN ANY WAY OR ALTERED WITHOUT THE WRITTEN, SIGNED PERMISSION OF PPSRQ:

1. FORFEITURE AGREEMENT: VENDOR AGREES TO OBEY ALL RULES AND INSTRUCTIONS AS DIRECTED BY PPSRQ, IT'S AGENTS, VOLUNTEERS, AND OFFICERS DURING SARASOTA PRIDE; 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 PPSRQ. FURTHER, VENDOR MAY BE SUBJECT TO FINES, CIVIL, AND/OR CRIMINAL LIABILITY FOR VIOLATIONS OF LAW OR CITY OF SARASOTA ORDINANCES.

2. SET-UP/TEAR-DOWN: VENDOR MUST BE ON-SITE NO EARLIER THAN 10:00 A.M. AND NO LATER THAN 10:45 A.M. AND SET-UP MUST BE COMPLETE NO LATER THAN 11:45 A.M. IN THE EVENT THE VENDOR FAILS TO APPEAR AT THE FESTIVAL AND CLAIM THEIR RESERVED SPACE BY 10:45 A.M., EASTERN TIME ZONE, ON SATURDAY, OCTOBER 21st, 2023 PPSRQ 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 PPSRQ. TEAR DOWN: MAY NOT BEGIN BEFORE 05:00 PM AND MUST BE COMPLETED BY 07:00 P.M. INCLUDING VENDOR SPACE BEING FREE OF ANY AND ALL TRASH OR PERSONAL ITEMS BEFORE DEPARTURE.

3. VENDOR BOOTHS: PPSRQ AGREES TO PROVIDE EACH VENDOR OF THE EVENT WITH ONE 10 FEET BY 10 FEET VENDOR SPACE AT THE EVENT. VENDOR IS RESPONSIBLE FOR ANY EQUIPMENT NECESSARY FOR DISPLAY AND SET-UP (SUCH AS DOLLIES, CARTS, ETC). VENDOR DISPLAYS SHALL BE OF PROFESSIONAL QUALITY. ALL PACKAGING MATERIAL AND BOXES SHALL BE STORED OUT OF SIGHT. TENTS MUST BE WEIGHED ON ALL FOUR CORNERS (VENDOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY THEIR CANOPY)

4. SUBLETTING PROHIBITED: VENDOR SHALL NOT ASSIGN, SHARE, 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 PPSRQ.

5. DAMAGES AGREEMENT: VENDOR AGREES AND ACKNOWLEDGES TO ABIDE BY ALL DIRECTIONS GIVEN OR PROMULGATED BY PPSRQ AND/OR THE CITY OF SARASOTA. VENDOR UNDERSTANDS IT MAY BE HELD LIABLE FOR ANY DAMAGE(S) CAUSED THROUGH PARTICIPATION IN SARASOTA PRIDE AND AGREES TO COMPENSATE PPSRQ FOR ANY DAMAGE(S) CAUSED, CREATED, OR WORSENERED BY ITS REPRESENTATIVES, AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, VEHICLES, EQUIPMENT, MATERIALS, OBJECTS TO THE ENVIRONS AND INFRASTRUCTURE OF CITY PROPERTY. IN ANY CASES WHERE PPSRQ IS REQUIRED TO PAY FOR THE REPAIR, REPLACEMENT, OR OTHER REMUNERATION TO THE CITY OF SARASOTA FOR SUCH DAMAGE, VENDOR AGREES TO REIMBURSE PPSRQ FOR ANY AND ALL EXPENSES INCURRED WITH 30 DAYS.

2023 SARASOTA PRIDE SPONSOR AND VENDOR AGREEMENT

6. NO AMPLIFIED SOUND: AS A COURTESY TO OTHER VENDORS AND EVENT PARTICIPANTS, ANY AMPLIFIED SOUND AND LOUD NOISE FROM YOUR BOOTH IS PROHIBITED. THE ONLY AMPLIFIED SOUND ALLOWED AT THE EVENT IS BY A STAGE SPONSOR OR ENTERTAINMENT PROVIDER SPECIFICALLY AUTHORIZED BY PPSRQ. ONLY QUIET GENERATORS WILL BE PERMITTED. IF YOUR GENERATED IS DEEMED BY PPSRQ TO BE DISRUPTIVE TO YOUR NEIGHBORS OR THE EVENT, YOU MUST AGREE TO DISCONTINUE ITS USE IMMEDIATELY.

7. 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. PPSRQ SHALL HAVE SOLE AND FINAL DISCRETION OVER WHAT SHALL CONSTITUTE OBSCENE OR OBJECTIONABLE ITEMS NOT OTHERWISE PROHIBITED BY LAW OR ORDINANCE. THE LAWS OF THE STATE OF FLORIDA AND LOCAL ORDINANCES OF THE CITY OF SARASOTA AND SARASOTA COUNTY SHALL CONTROL.

8. NO COMPETING FOOD/BEVERAGE SALES: PPSRQ RETAINS THE EXCLUSIVE RIGHTS TO SERVE AND SELL ANY AND ALL BEVERAGES AT THE EVENT. OUT OF FAIRNESS TO SPECIFICALLY AUTHORIZED FESTIVAL "FOOD VENDORS," SERVING OR SELLING ANY FOOD EXCEPT BY THE SPECIFICALLY AUTHORIZED "FOOD VENDORS" IS PROHIBITED, PPSRQ RESERVES THE RIGHT TO CONFISCATE FOR THE DURATION OF THE EVENT ANY FOOD OR BEVERAGES BEING SERVED OR OFFERED FOR SALE BY ANYONE OTHER THAN THE SPECIFICALLY AUTHORIZED "FOOD VENDORS."

9. NO COMPETITION WITH PPSRQ: 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 "SARASOTA PRIDE", OR "PPSRQ" LOGOS. EVEN WHEN PRINTED WITH OTHER WORDS, VENDOR SHALL NOT OFFER PHRASES, LOGOS OR ARTWORK WITH ANY VARIATIONS OF THESE WORDS. PPSRQ SHALL HAVE SOLE AND FINAL DISCRETION OVER WHAT SHALL BE OBJECTIONABLE ITEMS.

10. SALES TAX: VENDOR ACKNOWLEDGES AND UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR SALES AND USE TAX AND SHALL IN NO WAY HOLD THE PPSRQ OR ITS REPRESENTATIVES RESPONSIBLE FOR ANY TYPE OF PERMITS OR LICENSES OTHER THAN FOR THE EVENT 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.

11. NO MISREPRESENTATION: NO VENDOR SHALL HOLD ITSELF OUT AS AN AGENT OF PPSRQ.

12. INSURANCE: VENDOR CERTIFIES THAT IT MAINTAINS ADEQUATE LIABILITY INSURANCE TO COVER ANY AND ALL OCCURRENCES WHICH MAY RESULT IN THE DAMAGE OR INJURY TO ANY PERSON WHO MAY BE A PATRON OF SARASOTA PRIDE. WHILE PRESENTATION OF THIS INSURANCE IS NOT NECESSARY TO EXECUTE THIS AGREEMENT OR THE VENDOR REGISTRATION, VENDOR AGREES AND ACKNOWLEDGES IT SHALL PROVIDE A CERTIFICATE OF INSURANCE OR PROOF OF SAID INSURANCE POLICY UPON THE REQUEST OF PPSRQ. CERTIFICATES OF INSURANCE MUST NAME PROJECT PRIDE SRQ, INC AND THE CITY OF SARASOTA AS ADDITIONAL INSURED.

13. VENDOR UNDERSTANDS THE EVENT WILL BE HELD RAIN OR SHINE. PPSRQ HAS NO CONTROL OVER WEATHER, ACTS OF GOD, ACTS OF TERRORISM, GOVERNMENTAL INTERVENTION, FORCE MAJEURE, OR OTHER CAUSE THAT MAY PREVENT AND ALTER AND/OR INTERRUPT THE SARASOTA PRIDE DATE. VENDORS AND PARTICIPANTS SHALL HOLD PPSRQ HARMLESS FOR ANY LOSSES THAT COULD ARRISE FROM SUCH AN EVENT. PPSRQ DOES NOT REFUND FEES DUE TO WEATHER, ACT OF GOD, ACTS OF TERRORISM, OR GOVERNMENTAL INTERVENTION. ANNOUNCEMENTS REGARDING CANCELLATION WILL BE MADE ONLINE AT PPSRQ.ORG AS SOON AS IT IS REASONABLE TO DO SO.