

TAMPA PRIDE 2023 Street Festival Application

Organization's Name:

(Identify the organization participating in the Festival)

Organization Mailing Address:

**Organization Person In Charge/
Authorized Signer:**

**Cell Phone number for Person In
Charge:**

Email for Person In Charge:

Non-Profit Organization

Non-profit organizations must attach status credentials in the form of an IRS Determination Letter or, in the case of a local chapter, a Group Exemption Letter from their umbrella organization.

For-Profit Organization (all others)

**Federal Employer Identification Number
(FEIN or "Tax ID", not applicable to
unincorporated private groups)**

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Festival Entry Type (check one)

10' x 10' non-food vendor space

Food truck space

**Artisans and Entrepreneurs
vendor space**

Health Fair space

Describe group's participation:

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Our Mission

To organize year-round events, culminating in an annual Pride event that celebrates members of the LGBTQ+ community in Tampa and the surrounding areas; championing our shared experiences, honoring our differences and strengthening our community.

Right to Refuse Exhibitor

Tampa Pride, Inc. (hereinafter known as TPI) reserves the right to refuse any Tampa Pride Street Festival exhibitor application without liability. Receipt of your application and payment does not imply acceptance of your application. Applications will be considered incomplete and will be placed on hold if full payment is not made at the same time that the application is submitted. Upon approval of an application, a successful applicant will be notified via email of their acceptance and admission into the Parade.

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Right to Dismiss Exhibitor

In the case of failure by the Exhibitor to abide by any clauses set forth in this agreement of the Tampa Pride Street Festival, TPI reserves the right to (1) immediately terminate this agreement, (2) require Exhibitor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to TPI for the right and privilege of participating as an Exhibitor of the Tampa Pride Street Festival.

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Exhibitor General Requirements

Exhibitor agrees to each and all clauses set forth in this agreement, and to operate at the Festival in a manner consistent with TPI's mission as stated above. No clauses of this agreement may be changed in any way or altered without the written, signed permission of TPI.

1. In the event Exhibitor fails to appear at the Festival and claim their reserved space by the end of Festival check-in time, TPI reserves the right to assign or resell such space without further notice, nor refund, to Exhibitor. If it is necessary for Exhibitor to arrive later than the end of Festival check-in time, it is Exhibitor's responsibility to notify, and make arrangements with, TPI.
2. Exhibitor agrees that it does not discriminate in hiring, employment, participation or services rendered based on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, gender expression, domestic partner status, marital status, disability, familial status or health status.
3. Exhibitor agrees to obey all rules and instructions as directed by the Festival Coordinators and TPI during the Festival. 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 TPI.
4. Exhibitor agrees and acknowledges that amplified sound is strictly prohibited. Only registered food vendors may have power generators of any kind, and barbecue grills, within or around their designated space. Any violation herein shall be considered a material breach of this agreement by Exhibitor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to TPI.
5. Exhibitor agrees and acknowledges to abide by all directions by TPI and the City of Tampa, which seek to protect the environment and infrastructure of City Property and the safety of Festival patrons. Exhibitor hereby acknowledges its liability, and agrees to compensate TPI for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, and objects to the environs and infrastructure of City Property which causes TPI to pay for the repair, replacement, or other remuneration to the City of Tampa for such damage to the environs or infrastructure of city property.
6. TPI retains the exclusive rights, to serve and sell all food and beverages, including water, at all sites and operations of the Tampa Pride Street Festival, through its volunteers or through its registered food vendors. Any other serving or selling any beverage (including water) and food is prohibited. TPI reserves the right to confiscate for the duration of the festival any beverages (including water) or food. Any failure to strictly adhere to this TPI policy may result in the

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immediate termination of this agreement and immediate forfeitures of any and all fees paid to TPI.

7. Out of fairness and consideration of all Festival participants, Exhibitor acknowledges and agrees to only utilize such area contained within the confines of its registered vendor space, and not to extend beyond 5 feet directly in front of its space, for any sales, distribution, or other solicitation by the Festival participant. Exhibitor acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Festival grounds in any effort to promote its space’s purpose. TPI will make every reasonable effort, as allowed by law, to prohibit any unauthorized “canvassing.”
8. As a courtesy to other Exhibitors and Festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, Exhibitor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.
9. TPI reserves the right to prohibit, within any Exhibitor space 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 TPI sponsor. Any questions concerning current TPI sponsors should be directed to the Festival Coordinator prior to the event.
10. Exhibitor shall not display, offer for view, or sell any illegal or contraband items. The laws of the State of Florida and local ordinances of the City of Tampa and Hillsborough County shall control. Exhibitor shall not display, offer for view, or sell any items that are unlicensed, or copies or interpretations of licensed or registered items at any and all sites and operations of the Tampa Pride Street Festival.
11. Exhibitor 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 “Tampa Pride” or “Pride Tampa”, even when printed with other words. Exhibitors shall not offer phrases, logos or artwork with any variations of these words.
12. Exhibitors shall not sublet their space to anyone.
13. Exhibitor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold TPI or its representatives responsible for any type of permits other than for the Festival itself. Exhibitor is responsible for the acts of, and all costs associated with, any and all its employees and volunteers. No Exhibitor shall hold itself out as an Agent of TPI.

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14. Cancellations / Refund Policy: A 50% refund will be given with a written request received by March 31, 2021. No refunds will be given for any request received after March 31, 2021.
15. Exhibitors are solely responsible for the security of all items in their space at all times.
16. TPI makes no representation or guarantees towards actual Festival attendance.
17. Exhibitor understands that TPI has no control over weather, acts of God, acts of terrorism, governmental intervention, or any other cause that may prevent, alter, or interrupt the Festival, and participants shall hold TPI harmless for any losses that could arise because of such event. TPI does not refund space fees due to weather, acts of God, acts of terrorism, or governmental intervention. Announcements regarding cancellation of any event will be made online at TampaPride.org at least two hours prior to the event start time.
18. TPI reserves the right to place Exhibitor's vendor space at the complete discretion of TPI. TPI shall have sole and complete authority to place the participant in any location contained in the Festival, irrespective of the participant's request. TPI makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival attendees in any area of the Festival. TPI cannot speculate, nor control, the popularity of one area of the Festival over another.
19. Exhibitor, upon vacating their space(s), will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Exhibitor to clean their space site may result in the future denial of Exhibitor participation.
20. Exhibitor 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 within the confines of the Exhibitor participant's space.
21. Signs / Banners / Cart Materials shall be made of a flame retardant material and proof of such fire retardant rating shall be made available upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Exhibitor's operation until such information is satisfactorily provided. Any losses or damages by Exhibitor are hereby waived against TPI for failure to have such information readily available for inspection.
22. The exhibitor and its participants grant TPI the right to take still or moving photographs, video, digital, audio, or other recordings, and to reproduce, display, distribute, perform, digitize, transmit, broadcast, and otherwise use those images, in any and all media and manners now known or hereafter discovered throughout the world in perpetuity. These images may be used by TPI for any purposes whatsoever including, without limitation, to all promotional and advertising uses, on its websites, and for other purposes. The exhibitor releases TPI from any and

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all claims, actions and demands arising out of, or in connection with, the images, including without limitation any and all claims for invasion of privacy, publicity rights defamation, trademark rights and all other rights.

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 acknowledged this agreement. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by both parties.

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Certification of Identity

You certify that you are truthfully identifying yourself in your application. The organization's name you enter in this application must be that of the group participating in the Festival. You may not give, sell or share your spot in the Festival to any other organization without prior written agreement from TPI. If you are an advertising agency or marketing company registering for one of your clients, you must indicate so and identify the participating organization. If you plan on displaying advertisers' logos and/or any other such visual displays other than those representing your organization, you must receive prior written approval from TPI.

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Entry Fee Payment

Upon completion of your application, you affirm that you have made your entry fee payment online at TampaPride.org. Your application is not complete until payment is received by TPI.

Vendor registration will be done only online at TampaPride.org.

How to return your completed application

Read the form thoroughly. Fill in the required information on the first page. Sign and date the completed application. Scan or photograph the first and last pages and email them to:

festivalinfo@tampapride.org

Please contact the Festival Coordinator at (813) 763-7756 or email festivalinfo@tampapride.org with any questions. Email contact is preferred due to the number of calls received in the weeks prior to the parade.

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Acceptance Signature

I have read and understood the above application. I will be responsible for my organization's understanding of the requirements of the application. I acknowledge that my organization may be excluded from participating in future TPI festivals, and is subject to ejection from the festival in progress, if there is not adherence to the above requirements. I am authorized by my organization to sign this agreement.

Organization Person In Charge/Authorized Signer

Date