



2015 SAN DIEGO LGBT PRIDE CELEBRATION

Saturday, July 18th (11AM to 10PM) & Sunday, July 19th (11AM to 8PM), 2015

NON-FOOD EXHIBITOR APPLICATION

EXHIBITOR CONTACT: PRIDE@MCFARLANEPROMOTIONS.COM / 619.233.5008

BUSINESS / ORGANIZATION: _____

CONTACT PERSON(S): _____ # OF YEARS AS A PRIDE EXHIBITOR: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____ OTHER PHONE: _____

EMAIL: _____

PRODUCT INFORMATION

TO PROCESS YOUR APPLICATION, IF YOU ARE SELLING FOOD, WE **MUST** RECEIVE A COMPLETE MENU WITH PRICES OF ITEMS YOU INTEND TO SERVE. ONCE THE APPLICATION IS ACCEPTED, THE LIST MAY **NOT** CHANGE WITHOUT WRITTEN APPROVAL FROM SDPRIDE.

PLEASE NOTE: DUE TO SPONSORSHIP CONTRACTUAL ARRANGEMENTS, ONLY SPONSOR RELATED BEVERAGES WILL BE ALLOWED TO BE SOLD. DETAILS WILL BE ANNOUNCED LATER. FAILURE TO COMPLY WITH THESE BEVERAGE RULES MAY RESULT IN FORFEITURE OF DEPOSIT AND EXPULSION FROM THE EVENT.

PLEASE LIST "ALL" ITEMS BEING SOLD, GIVEN AWAY, AND/OR INFORMATION BEING DISTRIBUTED. ONLY ITEMS LISTED WILL BE ALLOWED. THERE ARE LIMITED "SAME KIND" EXHIBITORS.

IMPORTANT! THERE HAS BEEN A CHANGE IN THE WAY WE HANDLE SECURITY / CLEANING DEPOSITS. YOUR DEPOSIT OF \$150.00 MUST BE WRITTEN ON A SEPARATE CHECK. IF YOU SEND A CHECK WITH THE BOOTH FEES AND DEPOSIT, WE WILL HAVE TO RETURN IT AND NEW CHECKS MUST BE ISSUED BEFORE YOUR APPLICATION CAN BE ACCEPTED. DEPOSIT CHECKS WILL NOT BE RETURNED POST EVENT. ALL DEPOSIT CHECKS FOR VENDORS IN GOOD STANDING WILL BE DESTROYED POST EVENT.

IF PAYING FOR BOOTH BY CREDIT CARD, WE WILL ONLY CHARGE THE CARD IF THERE IS A CLAIM AFTER THE EVENT. IN THE EVENT OF ANY DAMAGES OR MISSING ITEMS FROM YOUR BOOTH SPACE, PRIDE WILL USE YOUR DEPOSIT TO COLLECT PAYMENT ON THESE FEES.

APPLICATIONS WILL ONLY BE CONSIDERED COMPLETE WHEN THE FOLLOWING HAVE BEEN RECEIVED: COMPLETED PAPERWORK (PAGES 1-7), COPY OF HEALTH PERMIT, COPY OF SELLER'S PERMIT, COPY OF INSURANCE CERTIFICATES, PAYMENT OF FEES & SECURITY DEPOSIT

ALL NON-FOOD EXHIBITORS MUST USE THE 10x10 CANOPY PROVIDED BY SD PRIDE.

Mail completed application to San Diego Pride Vending PO Box 34366 SD, CA 92163 or fax to "ATTN Exhibitor Relations" (619) 260-3096

2015 FEES TO QUALIFY FOR EARLY REGISTRATION DISCOUNTS, YOUR APPLICATION MUST BE 100% COMPLETE (INCLUDING DEPOSIT, PAYMENT AND ALL REQUIRED DOCS AND PERMITS) PRIOR TO THE DEADLINES.

NON PROFIT & ARTS AND CRAFTS (HOMEMADE) (ELIGIBILITY MUST BE APPROVED BY VENDOR COORDINATOR BEFORE SUBMITTING - LIMITED TO 1 BOOTH PER ORGANIZATION. ADDITIONAL BOOTHS ARE STANDARD RATES)
INCLUDES 10X10 TENT, 1 TABLE, 2 CHAIRS, 1 LIGHT, 110 VOLTS/5AMPS ELECTRICITY & 6 WEEKEND PASSES

1A: \$ _____

BEFORE MARCH 27 - \$280.00 BEFORE MAY 31 - \$540.00 AFTER MAY 31 - \$760.00

TO QUALIFY FOR EARLY REGISTRATION DISCOUNTS, YOUR APPLICATION MUST BE 100% COMPLETE PRIOR TO THE DEADLINES INDICATED ABOVE.

RETAIL / MERCHANDISE
INCLUDES 10X10 TENT, 1 TABLE, 2 CHAIRS, 1 LIGHT, 110 VOLTS/5AMPS ELECTRICITY & 6 WEEKEND PASSES

1B: \$ _____

BEFORE MARCH 27 - \$715.00 BEFORE MAY 31 - \$900.00 AFTER MAY 31 - \$1,095.00

TO QUALIFY FOR EARLY REGISTRATION DISCOUNTS, YOUR APPLICATION MUST BE 100% COMPLETE PRIOR TO THE DEADLINES INDICATED ABOVE.

CORPORATE / FRANCHISE / PROMOTIONS / TIMESHARE
INCLUDES 10X10 TENT, 1 TABLE, 2 CHAIRS, 1 LIGHT, 110 VOLTS/5AMPS ELECTRICITY & 6 WEEKEND PASSES

1C: \$ _____

BEFORE MARCH 27 - \$2,165.00 BEFORE MAY 31 - \$2,300.00 AFTER MAY 31 - \$2,520.00

TO QUALIFY FOR EARLY REGISTRATION DISCOUNTS, YOUR APPLICATION MUST BE 100% COMPLETE PRIOR TO THE DEADLINES INDICATED ABOVE.

ADDITIONAL UPGRADES AND REQUESTS (CIRCLE ONE)

2A: \$ _____

CORNER SPACE - \$250

UPPER LEVEL - \$250

UPPER LEVEL CORNER - \$300

EXTRA STORAGE SPACE (IN BACK OF BOOTH) \$225

PRIDE PROGRAM GUIDE (CIRCLE ONE)

INCREASE YOUR EXPOSURE AT PRIDE 2015 BY ADVERTISING IN THE PRIDE PROGRAM GUIDE

3: \$ _____

1/8 Pg Ad - \$325.00 1/4 Pg Ad - \$500.00 1/2 Pg Ad - \$825.00 FULL Pg Ad - \$1,350.00

RENTALS AND ADD-ONS

4: \$ _____

ADDITIONAL ELECTRICITY (FILL IN AMOUNT FROM PAGE 6) _____

ADD-ONS (FILL IN AMOUNT FROM PAGE 6) _____

PRIDE INSURANCE (FILL IN AMOUNT FROM PAGE 7) _____

• **TOTAL FEES (TOTAL OF BOXES 1-4 ABOVE)**

TOTAL FEES: \$ _____

Please make company check, cashier's check or money order payable to San Diego Pride and return with your completed application. **If paying by credit card, please sign and return the credit card authorization on page 7. Please note that a \$4 processing fee will be added to any card charge.**

• **DEPOSIT \$150.00 (IMPORTANT – DEPOSIT MUST BE WRITTEN ON A SEPARATE CHECK. IF PAYING BY CREDIT CARD, WE WILL ONLY DEBIT THE CARD IF THERE IS A PROBLEM AFTER THE EVENT).**

PLEASE HOLD ON TO MY CREDIT CARD INFORMATION TO BE USED AS A SECURITY DEPOSIT IN THE EVENT OF DAMAGES OR MISSING ITEMS.

I WILL SUPPLY A SEPARATE \$150.00 CHECK AS MY SECURITY DEPOSIT.

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EXHIBITOR RESPONSIBILITY | (Please send photocopies of insurance and permits with application)

Non-Food Exhibitors will need: • Insurance • Seller's Permit

ADD-ONS | TABLES, CHAIRS, LIGHTS AND TICKETS

SDPride will provide one table and 2 chairs per 10x10 space. In addition they are offering the rental of additional tables and chairs to Exhibitors. You must place your order with your application. If the full number of tables and chairs are not returned to SDPride, the Exhibitor will forfeit their security/cleaning deposit. Rentals will be logged "out" at the time of check in and will be logged "in" upon return at the conclusion of the event.

Once you fill out this form, please enter the total rental fee on line 4 of the Exhibitor Application.

	Item to Rent	# Needed	Cost	Total Add-on Fees
<input checked="" type="checkbox"/>	6' x 30" Tables		\$15.00 Each	
<input checked="" type="checkbox"/>	Folding Chairs		\$5.00 Each	
<input checked="" type="checkbox"/>	Clip-on Lights		\$15.00 Each	
<input checked="" type="checkbox"/>	Extra 1-day tickets		\$15.00 Each	
	Total Cost			\$
	Use this number to fill in Item 4 on Page 2			

Please order now - If you need to order tables or chairs on the day of the Festival, they will be available at a cost of \$30.00 for tables, and \$10.00 for chairs.

ELECTRICAL FORM |

All exhibitors are automatically provided with electrical service as outlined on the Application. Additional electrical service can be made available to any exhibitor by purchasing electricity on this form.

I/We understand that this electrical service **replaces and does not supplement the electrical service provided with the category of booth** I/We have requested. I/We also understand that this service is provided Saturday 7:00am-11:00pm, and Sunday 8:00am-10:30pm.

PLEASE PROVIDE THE FOLLOWING ELECTRICAL SERVICE

<input checked="" type="checkbox"/>	110 volt / 20 amps (Approx. 2000 watts) \$100.00	20 amps (Approx. 2000 watts) \$100.00	\$100.00
<input checked="" type="checkbox"/>	110 volt / 40 amps (Approx. 4000 watts) \$200.00	40 amps (Approx. 4000 watts) \$200.00	\$200.00
<input checked="" type="checkbox"/>	110 volt / 60 amps (Approx. 6000 watts) \$300.00	60 amps (Approx. 6000 watts) \$300.00	\$300.00
<input checked="" type="checkbox"/>	220 volt / single phase 30 amp (3000 watts) \$150.00	single phase 30 amp (3000 watts) \$150.00	\$150.00
<input checked="" type="checkbox"/>	220 volt / single phase 60 amp (6000 watts) \$300.00	single phase 60 amp (6000 watts) \$300.00	\$300.00

Use this number to fill in Item 4 on Page 2

PLEASE PLAN AHEAD. In the event SDPride does not or cannot provide electrical service in accordance with this request, its only responsibility and/or liability shall be to refund fees for those electrical services not provided.

All cooking or electrical appliances must conform to the **UNIFORM FIRE CODE OF SAN DIEGO COUNTY.**

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INSURANCE FORM | SDPride offers this alternative as a convenient option.

INSURANCE IS MANDATORY - EVERY Exhibitor must carry general liability insurance of at least \$1,000,000 for the duration of the event including your setup and dismantle dates.

All Exhibitors must submit a valid certificate of insurance with liability limits of at least **\$1,000,000**, coverage underwritten by an admitted or non-admitted carrier rated no less than "A-" by A. M. Best's, and name **San Diego LGBT Pride, Inc., McFarlane Promotions, and the City of San Diego its officers, agents, and employees** as an additional insured. **You may use your own policy or complete this form if you would like to be added to SDPride's policy.**

If providing your own policy please see required wording for your insurance documents in **Section A.**

SDPride makes all efforts to provide an affordable insurance option for those who do not have an annual policy capable of naming San Diego LGBT Pride, Inc., McFarlane Promotions and the City of San Diego its officers, agents, and employees as additional insured. We strongly encourage you to investigate obtaining an annual policy. If you want to purchase insurance through our group policy please complete **Section B.**

Section A

I have a \$1,000,000 insurance policy for General Liability and have attached a Certificate of Insurance to this form, naming SDPride, McFarlane Promotions, Inc. and the City of San Diego as an Additional Insured.	
Please note the required additionally insured wording, mailing addresses / fax number for your completed insurance documents:	<p>Certificate of insurance form: \$1,000,000 insurance policy Naming San Diego LGBT Pride, Inc., the City of San Diego and McFarlane Promotions., its officers, agents, and employees as additionally insured.</p> <p>Event Location: 2295 6th Ave., San Diego, CA 92103 (Balboa Park) Coverage Dates: July 17 - July 20, 2015</p> <p>Mail To:</p> <ul style="list-style-type: none"> San Diego LGBT Pride, Inc., P.O.Box 34366, San Diego, CA 92163 or Fax: 619-260-3096

Section B

I need a \$1,000,000 event insurance policy and want to be included in the Pride Exhibitors Group Insurance Plan			
Select your Exhibitor Category to the right, complete form below and enter fee on Item 3, page 2.	<input checked="" type="checkbox"/>	\$ 115.00	*Information Only (no selling) Include this fee on page 2 line 11.
			*Products for Sale (check 1 of 3 categories below) Include appropriate fee on page 2 line 11.
	<input checked="" type="checkbox"/>	\$200.00	Without Product Liability
	<input checked="" type="checkbox"/>	\$215.00	W/ Product Liability
	<input checked="" type="checkbox"/>	\$215.00	Food and non-alcoholic beverage

**If you do a combination of the above select the highest rated category.*

Complete this form to apply for this one time /one event policy insurance through SDPride's carrier.

Business Name			
d.b.a. / Business Name			
Address			
City		State	Zip
Telephone	Fax	Email	

List type of product SOLD or DISPLAYED

--

This policy provides liability coverage only. There is **NO COVERAGE** for loss or damage to your property, stock, or inventory.

THIS FEE IS NON-REFUNDABLE IN THE EVENT YOU CANNOT ATTEND THE FESTIVAL.

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TERMS & CONDITIONS

Thank you for your application. Applicant understands that (San Diego Lesbian, Gay, Bisexual, Transgender Pride, Inc.) SDPride has legal possession and control of Marston Point, located south of Laurel Street Bridge, between Sixth Avenue and including Balboa Drive on July 15, 16, 17, 18, 19, 20, 2015 pursuant to agreements with the City of San Diego and Balboa Park Management.

Applicant further understands that the use granted by SDPride hereunder is a LICENSE TO OCCUPY only, and is not coupled with an interest in the property; that SDPride retains the right to terminate this LICENSE TO OCCUPY at any time during the term of applicants use if, in SDPride's sole determination: 1) Applicant creates a nuisance for SDPride, its other licensees, or its guests; 2) Applicant is found to have changed and/or added to the use described in this application;

3) Applicant is found to have falsified any of the statements contained in this application; 4) Applicant's use of premises in any other way interferes with the orderly and successful conduct of the festival space or violates any government laws or ordinances.

SDPride reserves the right to place Exhibitors on the Festival grounds according to a master plan. Therefore, any cancellations based on dissatisfaction of booth placement will subject Exhibitor to forfeiture of all booth fees and deposits.

Underlined terms are the ones most often overlooked, resulting in forfeiture of deposit!

Read the terms & conditions below, initial each line indicating you have read, understand, and agree to each.

1. Initial ____ **MISSION:** Applicant understands the mission of SDPride is to foster pride in and respect for all Lesbian, Gay, Bisexual, and Transgender communities, locally and globally, and agrees to do nothing to defeat this purpose during the term of this LICENSE TO OCCUPY.
2. Initial ____ **PHOTOGRAPHIC RIGHTS:** Any reproduction, broadcast, or commercial use of any portion of the event, in any form without explicit written consent of SDPride is strictly prohibited. SDPride may, at its discretion, film, photocopy or tape any and all portions of the festival for commercial use.
3. Initial ____ **PRIDE LOGO / MARKS:** The use of and any items containing any part of the event title and date or the words San Diego Pride is strictly prohibited (unless Licensing Agreement has been approved, signed and additional fee has been paid).
4. Initial ____ **INDEPENDENT CONTRACTING:** It is understood that the Exhibitor is an independent contractor, not an employee of SDPride. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Exhibitor and SDPride.
5. Initial ____ **RENTED SPACE:** All business or other activity must be conducted within the rented space only!
6. Initial ____ **ADULT ORIENTED MATERIALS:** Due to the "family" nature of the festival, all adult oriented materials such as videos, adult toys, pictures with nudity, porn sites, etc., must be displayed away from street view.
7. Initial ____ **LIGHTING:** You will be provided with one clip light per 10x10 booth rented. You must provide any additional lighting to illuminate or accent your space after sundown on Saturday. You may purchase additional clip on lights on the Application. You will need to provide all necessary extension cords to plug lights in the power source.
8. Initial ____ Use of **SOUND SYSTEMS** is a privilege. Systems may be confiscated where sound is audible more than 20 feet from the source. Don't forget to purchase electricity if required.
9. Initial ____ **BALLOONS AND INFLATABLES:** All balloons and inflatables are strictly prohibited.
10. Initial ____ **NUDITY:** SDPride reserves the right to limit public display or exhibition of any forms of nudity (pictures, sculptures, paintings, video or printed material, etc.).
11. Initial ____ **NO TAPE** is permitted on the tent material. This reduces the water repellent coating. String, wire, zip-ties etc. affixed to the tent pole framework is suggested.
12. Initial ____ **ALCOHOL:** Alcohol beverage sales are prohibited. Sale of or giving away of alcoholic beverages is strictly prohibited. Consumption of alcoholic beverages by exhibitors at their booth is grounds for immediate expulsion and/or exclusion from participation at future events.
13. Initial ____ **BEVERAGE SALES:** SDPride reserves the sole right to sell spring water, energy drinks, carbonated beverages (soda and water) coffee, and alcohol. Beverage partner details will be announced at a later date.
14. Initial ____ **TRASH:** Exhibitors MUST NOT put Exhibitor generated waste in cardboard trash receptacles provided for attendees. Any food/cooking, exhibitor waste found in cardboard trash containers provided for attendees will result in forfeiture of deposit. Exhibitors must provide trash receptacles for waste generated by their booth. Exhibitor trash bags, not weighing more than 25 pounds, left at the back of the rented space will be picked up and disposed of by SDPride. Oil

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may NOT be disposed of on festival site. Improper bagging of food, food waste, oil disposal, oil left in space, excess trash, carpeting, quantities of brochures, large amounts of decorations will be cause to forfeit deposit. HELP US KEEP BALBOA PARK CLEAN – leave your space as clean as it was when you arrived.

- 15. Initial _____ **BOOTH STAFFING:** Festival hours are Saturday, 11am to 10:00pm and Sunday, 11:00am to 8:00pm. All exhibitor booths must be staffed during these hours. Failure to do so will result in forfeiture of your deposit. SD Pride staff will be monitoring festival grounds. (NO EXCEPTIONS). Please provide your volunteers/staff a weekend telephone number to use if they have any questions.
- 16. Initial _____ **INDEMNIFICATION** – Exhibitor covenants that it will protect, hold harmless & indemnify San Diego LGBT Pride, Inc., dba San Diego Pride, McFarlane Promotions, Inc., the City of San Diego, and its sponsors, officers, agents, and employees from any and all claims or liability for losses, injury or damages of any type arising out of or resulting from or in connection with the Exhibitor’s work, activities or participation in the SDPride events.
 - a. The San Diego LGBT Pride, Inc., McFarlane Promotions, Inc., City of San Diego, and Sponsors are not liable for lost, damaged, or stolen exhibitor property.
 - b. In the event of litigation, costs and attorney fees to prevailing party.
- 17. Initial _____ **WORKERS COMPENSATION INSURANCE:** Exhibitor is responsible for workers compensation coverage for your staff. SDPride does not carry Workers Compensation Insurance for your crew.
- 18. Initial _____ **SECURITY:** SDPride provides only limited overnight security and assumes no liability for property or equipment left on festival grounds. Exhibitors may leave items in their space overnight but SDPride accepts no responsibility for the security of said items. Cover all materials. It gets damp overnight and sanitation services use leaf blowers to clean.
- 19. Initial _____ **REFUND / CANCELLATION POLICY:** Your booth is NON – REFUNDABLE unless cancellation, IN WRITING, is received by SDPride before 5pm on June 1, 2015. There is a \$100 refund/cancellation fee.
 - a. No refunds will be issued based on final booth location (no exceptions).
 - b. For a full refund (less \$100 processing fee), cancellation must be received in writing and postmarked prior to June 1, 2015.
 - c. No refunds after June 1, 2015.
- 20. Initial _____ **PROMISE OF PROFIT:** SDPride is planning what we hope will be a wonderful festival. We hope it will prove to be a fun and profitable experience for you, however, we cannot and do not guarantee your sales or profits.
- 22. Initial _____ **DEPOSITS** – During and after the event, SDPride shall inspect your space to ensure it has been cleaned to the satisfaction of SDPride, and rentals have been properly returned. Deposits may be withheld at the discretion of SDPride for, but not limited to, failure to show, late arrival, **early leaving**, violation of TERMS & CONDITIONS, unauthorized sales, early load out and unattended or damaged booths. **(IMPORTANT – YOUR DEPOSIT MUST BE WRITTEN ON A SEPARATE CHECK. IF PAYING BY CREDIT CARD, WE WILL ONLY CHARGE THE CARD IF THERE IS A PROBLEM AFTER EVENT).**
- 21. Initial _____ **NON-DISCRIMINATION:** San Diego LGBT Pride proudly does business with entities that do not discriminate on the basis of sexual orientation, gender identity, HIV status, sex, race, color, religious creed, marital status, ancestry, national origin, medical condition, pregnancy, disability, or age.
- 22. Initial _____ **FINAL AGREEMENT:** This agreement is the final writing and supersedes any prior negotiations.

ACKNOWLEDGEMENT OF TERMS

Any Exhibitor who fails to comply with ANY of the provisions outlined herein shall be subject to the forfeiture of their deposit and any resultant damage in any amount in excess of said deposit. Any violation of the rules and regulations outlined herein will be grounds for revoking this LICENSE TO OCCUPY and SDPride reserves the right to retain booth fees and deposits.

I hereby warrant and confirm that the information provided on this application is, to the best of my knowledge, true and correct and agree to comply with the Terms & Conditions provided. It is agreed and understood that the completion of this application shall not be binding either to the proposed exhibitor or to San Diego Pride, until accepted in writing by San Diego Pride, Inc.

Business Name _____ Contact Person _____
Signature: _____ Date: _____ / _____ / _____

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CREDIT CARD AUTHORIZATION – (PLEASE WRITE LEGIBLY)

IMPORTANT! *Please do not include deposit amount. WE WILL ONLY DEBIT THE CARD IF THERE IS A PROBLEM AFTER THE EVENT*

I agree to be bound by San Diego Pride’s Terms & Conditions and authorize San Diego Pride to charge the credit card below in the amount of \$ _____ for the item (s) noted on my 2015 Pride Exhibitor Application.

Credit card type _____ Credit card number _____ Expiration date _____
(Visa, MC, Discover, AMEX ONLY)

Card Identification Number (last 3 digits located on the back of the credit card): _____

Cardholder’s name (please print) _____



Card Identification Number

Billing Address for Credit Card: _____

City _____ State _____ Zip _____ Telephone _____

Cardholder Signature: _____ Date: ____/____/____

IMPORTANT! *Please do not include deposit amount. If necessary, WE WILL ONLY DEBIT THE CARD AFTER THE EVENT*

If paying by credit card, a \$4 processing fee will be added to your total.

TO QUALIFY FOR EARLY REGISTRATION DISCOUNTS, YOUR APPLICATION MUST BE 100% COMPLETE PRIOR TO THE DEADLINES INDICATED.

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