



Food Vendor Terms and Conditions

PrideFest 2024

These Pride St. Louis Vendor Terms and Conditions for PrideFest 2024 (“**Terms**”) are made by Pride St. Louis, Inc., a Missouri nonprofit corporation (“**Organizer**”), and are made to regulate and set rules for (i) PrideFest 2024, an event to take place in St. Louis, Missouri on June 29-June 30, 2024 (the “**Event**”) and (ii) each participant who has a vendor / exhibit entry (each, an “**Entry**”), including all persons participating as part of an Entry at the Event (each, a “**Participant**”).

Organizer is a tax exempt educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code

Important Dates & Prices. The following dates and prices shall apply to the Food Vendor Participants at the Event. A timeline of marketing materials, final menus, and meetings will be provided to accepted vendors.

Included in booth	Early Bird 1/15/24 – 2/16/24	Regular Pricing 2/17/24 – 5/5/2024	Final Pricing 5/6/24 – 6/1/24
20x10 tent with additional space of 10x10 for back of house area (bring own tent)	\$2,500.00	\$3,000.00	\$3,500.00
30x10 with additional space of 10x10 for back of house area (bring own tent)	\$3,000.00	\$3,500.00	\$4,000.00
3-20 amps of power (additional pricing for extra power to be provided)			
Trash, water, grease receptacles			
Signage of Restaurant			

FULL PAYMENT IS REQUIRED BEFORE THE EVENT IN ORDER FOR A PARTICIPANT TO ENTER IN THE EVENT.

ANY APPLICATIONS FROM A POTENTIAL PARTICIPANT RECEIVED AFTER MAY 6th, 2024 WILL BE CONSIDERED ON A CASE-BY-CASE BASIS AND ARE SUBJECT TO APPROVAL.

FULL PAYMENT AND ALL REQUIRED DOCUMENTS MUST BE RECEIVED BY MAY 6th, 2024 IN ORDER TO BE FEATURED IN ANY PROMOTIONAL MATERIALS OR ONLINE MARKETING FOR THE EVENT.

2. Force Majeure. The Organizer will not be liable or responsible to any Participant, or be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions or any Event-related rules, when and to the extent such failure or delay is caused by any: (i) acts of God, including weather; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) national or regional emergency, including, but not limited to, a new or continued outbreak of COVID-19 virus or any other infectious disease outbreak or pandemic; or (v) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority (each of the foregoing, a “**Force Majeure**”), in each case, provided that such event is outside the reasonable control of the Organizer and the Organizer uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.
3. Participant Termination. Participants may not terminate these Terms and shall not be entitled to any refund from the Organizer with regard to the Participant’s participation in the Event after applicable fees have been paid.

While no Participant shall be entitled to a refund, each refund shall be in the sole discretion of the Organizer based upon the timing of the termination or cancelation, the number of Vendor Participants, etc. No Participant shall be entitled to a refund based on a Force Majeure event.

4. Organizer Termination: Rejection and Refusal. Organizers may terminate these Terms and the Participants participation in the Event, immediately upon if any Participant breaches these Terms or the Participants participation in the Event would cause harm to the Organizer or the Event, as determined in the sole discretion of the Organizer. No Participant shall be entitled to a refund from the Organizer if the Organizer terminates the Participant’s participation in the Event (or any portion thereof) pursuant to this Section 5.

Organizer reserves the right to refuse applications by any Participant to participate in the Event if (i) the Participant's participation is inconsistent or in conflict with the mission of the Organizer or the Event or (ii) the Participant's participation could be detrimental or harm the successful completion or functioning of the Event, all as determined by the Organizer in its sole discretion.

Finally, the Organizer reserves the right to exclude any potential Participant for any reason. The Organizer makes decisions based on creating an active and exciting Event.

5. Release and Indemnification. BY PARTICIPATING IN THE EVENT, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE ORGANIZER, AND ITS AFFILIATES, SUPPLIERS OF MATERIALS OR SERVICES RELATED TO THE EVENT (INCLUDING RETAILERS, AND ADVERTISING, PROMOTION, FULFILLMENT AND MARKETING AGENCIES) AND ALL OF THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, DIRECTORS, OFFICERS, SHAREHOLDERS, AND AGENTS (COLLECTIVELY, "**RELEASEES**") FROM ANY AND ALL CLAIMS MADE BY PARTICIPANTS OR ANY OTHER THIRD PARTIES, LIABILITIES OR DAMAGES RELATED IN ANY WAY TO THE OPERATION OF THE EVENT, AS WELL AS ANY AND ALL CLAIMS, DAMAGES OR LIABILITY FOR ANY INJURY, THEFT, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY,

WHETHER DIRECT OR INDIRECT, WHICH IS RELATED TO THE EVENT, PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE EVENT.

Organizer reserves the right to terminate, suspend, cancel or modify the Event or these Terms, without notice. Releasees are not responsible or liable for any Force Majeure event. Organizer and Releasees make no representations and no guarantees (and shall not be liable for) regarding attendance at the Event.

6. Laws; Regulations. While participating in the Event, all Participants must follow all applicable laws and regulations in addition to these Terms. Any violation of any applicable laws or regulations is strictly prohibited, and the Organizer shall not be liable or responsible for any such violations. The Organizer reserves the right to terminate each Participant's participation in the Event (or any portion thereof) due to a violation of any applicable law or regulation. No Participant or attendee at the Event may display, offer for view, sell, or consume any illegal or contraband items at the Event.

7. Payments. Payment is accepted by Credit/Debit Cards Only. Check payments will be reviewed on a case-by-case basis.

8. Contact Information. Any questions or concerns regarding a vendor / exhibit must be directed to the following contact:

Michele Coen
Director of Food Vendors
michelec1028@gmail.com

II. Vendor Participant Terms

This Section II applies to all Vendor Participants participating in the Event.

1. Removal Organizer Directions: The Organizer and its representatives reserve the right to remove any Vendor Participant or organized group from the Event at any time as well as the right to refuse privileges for any reason. Any Vendor Participant unwilling to comply with these Terms is subject to immediate removal from the Event. All Vendor Participants must follow the direction of the Organizer prior to and during the Event. The Organizer's staff will be identified as "Vendor" or "Board Member" representatives.
2. Required Meetings. **ALL** St. Louis City and St. Louis County resident Vendor Participants **MUST** attend one of the mandatory meetings, which are listed on the Vendor Page on the Organizer's Website. Those located outside of the specified areas will be emailed a copy of the presentation to review and must schedule a time to meet with a member of the Organizer's Vendor Team. **All mandatory meetings will be held in a manner and location (if held in-person) to be determined by the Director of Vendor Relations.**

BECAUSE ATTENDANCE AT ONE OF SUCH VENDOR MEETINGS IS MANDATORY, ALL VENDOR PARTICIPANTS WHO FAIL TO ATTEND A REQUIRED MEETING MAY RESULT IN THE LOSS OF ANY FEES OR ENTRY COSTS PAID TO THE ORGANIZER AND DENIAL OF ENTRANCE OR PARTICIPATION IN AN EVENT ELEMENT.

3. Confirmation of Participation. Each Vendor Participant will receive confirmation of their participation via email at the email address provided during registration. Confirmation of each Vendor Participant's participation in the Event will be sent no later than June 1, 2024. Vendors who are allowed to register after June 1st, 2024, will be handled on a case by-case basis.
4. Permits Generally. Each Vendor Participant must have secured all required permits to participate at the Event, which may be requested by Organizer or governmental authorities at the Event.
5. Insurance; Waiver of Liability. The Organizer does not provide any insurance coverage and will not accept payments for insurance or insurance-related costs. Acceptable proof of insurance is a General Liability Declarations Sheet (GL Dec Sheet) or Acord Form (provided by the insurance carrier). The Organizer neither provides nor accepts payment for insurance. The Organizer will review all Proof of Insurance documents with the assistance of its Insurance Broker with final determination of acceptance made by the Organizer.

A waiver of liability **WILL BE REQUIRED** before any Vendor Participant may set up its booth at the Event. Governmental entities, which are self-insured, are excluded from this requirement.

6. Unauthorized Alcohol Sales / Possession. Unauthorized sales of alcohol, illegal alcohol consumption and possession of any kind of outside alcohol or illegal substances at the Event grounds are prohibited.

7. Use of Event Spaces / Parks. The parking of any vehicle on the grass and/or in violation of park regulations may result in ticketing and/or towing of a Vendor Participant's vehicle. The Organizer accepts no responsibility and cannot intervene in these infractions and any subsequent actions by the City of St. Louis. Food vendors must provide plywood protection, plastic coverings for any oil/waste spillage throughout the Event.

8. Overnight Security. The Organizer provides overnight security for protection of the grounds for the Event. However, the Organizer is not responsible for any lost, stolen, or damage to vendors booths or merchandise at the Event. The Organizer strongly suggests anything of value be removed at the end of each night of the Event.

9. Food Vendor / Personal Care Product-Specific Terms.

This Section shall apply to all Vendor Participants who are selling "food concessions." **"Food concessions"** is defined as providing food items intended for consumption at the Event. With reasonable cause, as determined by the Organizer in its sole discretion, the Organizer reserves the right to classify any Vendor Participant as a "food concessions" Vendor Participant. Food items are typically prepared on-site at the Event and offered for sale.

A waiver of liability is required of all "food concession" Vendor Participant.

All food vendors must set up on Friday, June 28, 2023. Set up times will be provided at the vendor meetings. Proof of insurance is required for all "food concession" Vendor Participants.

All food Vendor Participants must have a valid health & Fire permit (if needed) You will be required to submit your Health & Fire Permits from the City of St. Louis no later than June 3rd, 2024.

- Health permits are \$50 per day - apply online - then you must pay in person. You must submit your Health Permit Registration number to Michelle at michelec1028@gmail.com
- [Apply for Temporary Food Permits](#)
- Fire Permits are \$75 for both days.
- [Apply for Propane Permit](#)

ADDITIONAL RESOURCES & VENDORS:

HEALTH PERMIT:

James Cunningham CP-FS, Food Establishment Inspector City of St. Louis
Department of Health
Office: (314) 657-1422
cunninghamj@stlouis-mo.gov

FIRE PERMIT:

Stacy Elliot - Firefighter Inspector St. Louis Fire Dept
ElliotSt@stlouis-mo.gov
1421 N. Jefferson
St. Louis, Mo. 63106

PROPANE VENDOR:

Gateway Propane - Jason - order prior - will not be onsite
jason@gatewaypropanellc.com
618-713-1738

HOSE VENDOR:

MB Sturges

1-888-291-6665

CUBE FRIDGES CSTK, INC:

Tammy Burton

TBurton@cstk.com

314-565-8370

MENU RULES AND RESTRICTIONS

Our goal is to create an upscale, unique food event where vendors showcase the best, most memorable items on their menu to enhance our patrons' "tasting" experience and to drive traffic to their establishment. With that being said, we have some restrictions that we are asking all restaurants to adhere to.

- All food sold at the event must be a direct representation of your restaurant's menu and approved by the STL Pride Organizers
- All menu items must be available to patrons for the duration of the event weekend. No items can be changed/added to the approved menu.
- We recommend selling 3 to 5 items total, and pricing your menu items between \$5 and \$15 per portion.
 - PLEASE NO STYROFOAM PAPER PRODUCTS - Set out bulk containers of condiments for patron use (individual packets not allowed, i.e., ketchup, mustard, soy sauce, parmesan cheese, etc.). Individually wrapped chips, snacks, etc. are not allowed.
 - Any food vendor selling beverages must purchase all exclusive items through the Organizer's commissary (as described below).
- Exclusive items include water and energy drinks. "Food concession" Vendor Participants will be notified of these items at the mandatory vendor meetings.
- Food vendors will be required by the Organizer to submit a list of all menu items and pricing prior to the mandatory vendor meeting. All menus with pricing need to be clearly displayed at all times during the Event. Organizer has the right to request price changes.
 - Our goal is to keep all menu items in the range of \$5 to \$15

10. Organizer Supply and Commissary Program. The Event will have certain sponsorship and vendor arrangements that will allow the Organizer to supply Vendor Participants **exclusively** as part of the Event. The following items listed below must be supplied exclusively through the Organizer. Detailed pricing for pre-sale of items will be provided at required vendor meetings.

The following items will be provided to you, for a cost, exclusively through the Organizer. You may not purchase / sell the below items without obtaining them exclusively through the Organizer. We will deliver ice & water upon needs, paid in cash upon product drop off to your booth.

- Price on Ice & Water will be announced at the Restaurant Meeting
- Any pre-orders will be appreciated, but not required

You may sell on your own, but not provided by Organizers.

- Soda, Energy Drinks, Bottled Juices.
- Lemonade, Fruit Punch and Other Flavored Beverages.
- NO ALCOHOLIC BEVERAGES TO BE SOLD BY FOOD VENDORS

Alcohol

Due to restrictions in the Organizer's agreement with the City of St Louis, licensing and insurance issues, and sponsorships of the Event, **the sale and distribution of alcoholic beverages at the Event is the exclusive right of the Organizer**. The Organizer does not allow any vendor to sell alcoholic beverages as part of the festival.

Beverages and Ice

The Organizer reserves the right to determine brands of beverages that may be sold at individual vendor booths. **All bottled water and ice sales and distribution of such is the exclusive right of the Organizer.**

Ice

The Organizer is the exclusive ice provider at the Event. Ice pricing and availability will be provided in detail at the mandatory Vendor Participate meeting(s).

11. A La Cart Items. The following items can be purchased by a Vendor Participant in conjunction with their participation in the Event:

- **Electric**
 - **Electric service is provided in sets of 3 - 120 AMPS outlets carrying a MAXIMUM of 20 Amps (similar to a standard single wall plug at home)**

Additional electric will be charged per vendor request:

- **\$250.00 per extra 20 amp outlet**

- **Vendor Parking.** There will be no designated parking for Vendor Participants at the Event at this time.

12. Canvassing/Soliciting:

Only Vendor Participants with paid booth space may solicit / canvass within the Event and must always be within ten (10) feet of their purchased booth space when soliciting attendees. All canvassers/solicitors as part of a Vendor Participant must be clearly identifiable with the Vendor Participant that they are representing. Canvassers are to be respectful of space being utilized by other Vendor Participants and are asked not to conduct conversations, surveys, etc., within ten (10) feet in front of another Vendor Participant's booth. Complaints from Vendor Participants regarding canvassers from a specific organization may result in that Vendor Participant being required by the Organizer to cease all canvassing activity. Cessation of canvassing will not result in any refund to the Vendor Participant.

13. Vendor Booth Signage. STL Pride Organizers will provide one sign with your name on it. All other menu/pricing, booth signs are the responsibility of each Vendor Participant. Vendor Participants must prominently display their booth numbers during the Event. Vendor Pricing must also be prominently displayed for guests on your booth.

14. Specific Vendor Placing.

- **Organizers will place vendors according to menu items/cuisines, time of submission and power needs.**

15. Generators.

- No free standing (i.e., non-self-contained) generators are permitted at the Event. If a Vendor Participant requires the use of electricity, the Vendor Participant will receive the 3-20 amps of power, and any additional power must be purchased from the Organizer.

16. Proof of Insurance. Acord forms or other proof of insurance should be made out to:

**Pride St. Louis
PO Box 15051
St Louis, MO 63110**

Email form to: michelec1028@gmail.com