



Vendor Terms and Conditions for 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 29-30, 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 and Organizer’s mission statement is: *“To foster an understanding and tolerance of the LGBTQIA+ community] by raising awareness through educational programs and events leading up to the annual PrideFest in St. Louis.”*

I. General Terms and Conditions

This Section I applies to all Participants participating in the Event through becoming a vendor / exhibitor (each, a “**Vendor Participant**”).

1. Important Dates; Prices. The following dates and prices shall apply to the Vendor Participants at the Event.

Non- Profit Vendor/Craft/Artist Pricing			
(Date indicates last day of pricing)	Early	Regular	Final Price
	January 15, 2024 - February 16, 2024	February 17, 2024 – May 5, 2024	On or after May 6, 2024
Vendor Booth 10x10	\$400	\$450	\$600
Vendor Booth 20x10	\$600	\$650	\$800
Vendor Booth 30x10	\$800	\$850	\$1,000.00
Electricity	\$300	\$300	\$300
Table & Chair (2) Set	\$80	\$80	\$80

Commercial (For-Profit) Vendor Pricing			
(Date indicates last day of pricing)	Early	Regular	Final Price
	January 15, 2024 - February 16, 2024	February 17, 2024 – May 5, 2024	On or after May 6, 2024
Vendor Booth 10x10	\$1,200	\$1,400	\$1,750
Vendor Booth 20x10	\$1,400	\$1,550	\$1,950
Vendor Booth 30x10	\$1,600	\$1,750	\$2,150
Electricity	\$400	\$400	\$400
Table & Chair (2) Set	\$80	\$80	\$80

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

ANY APPLICATIONS FROM A POTENTIAL PARTICIPANT RECEIVED AFTER MAY 6, 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 6, 2024, IN ORDER TO BE FEATURED IN ANY PROMOTIONAL MATERIALS OR ONLINE MARKETING FOR THE EVENT.

2. Rights Related to the Event. The Organizer reserves all rights related to the event, including all rights as producer. Reproduction, broadcast, or commercial use of the Event or Event-related activities without the express consent of the Organizer is strictly prohibited.
3. 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.
4. Participant Termination. Participant 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.

5. Organizer Termination; Rejection and Refusal. Organizer 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 and active and exciting Event.

6. 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.

7. Laws; Regulations. While participating in the Event, all Participants must follow all applicable laws and regulations in addition to these Terms. Any violations 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.
8. Payments.
- **Payment is accepted by Credit/Debit Cards, Money Orders and Cashier's Checks.**
 - **Payment by Checks:** The Organizer reserves the right to charge a \$35 fee for

any returned checks. Check payments must be approved first and only accepted on a case-by-case basis.

**Payments by check must be postmarked by May 6, 2024:
Pride St. Louis, P.O. Box 15051, St. Louis, MO 63110**

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

Frank Nowicke
Director of Vendor Relations
vendor@pridestl.org

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 of 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 Participants participation in the Event will be sent no later than June 1, 2024. Vendors who are allowed to register after June 1, 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 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. Any Food Trucks authorized by the Organizer must provide plywood protection for the vehicle's tires, and 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. 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.

- Bottled Water (Free or For Sale)
- Energy Drinks.
- ALL ALCOHOLIC BEVERAGES (UNLESS APPROVED PRIOR TO THE EVENT BY THE ORGANIZER)

Commissary details will be provided at the required vendor meetings.

The Organizer will maintain an on-site commissary system to deliver items throughout the weekend of the Event as needed. There is no need to preorder.

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).

10. A La Cart Items. The following items can be purchased by a Vendor Participant in conjunction with their participation in the Event:
 - **Electric** (limited to specific zones; electric is limited and on a first come, first served basis): Electric service is a very expensive endeavor. As such, the Organizer strives to locate Vendor Participants needing electric in clusters to keep expense to a minimum.
 - **Electric service is provided in sets of 2 - 115 Volt outlets carrying a MAXIMUM of 20 Amps (similar to a standard single wall plug at home). All “food concession” Vendor Participants will be provided (upon the payment of the electric fee prescribed) 2 outlets per 10 x 20 space and additional electric is not available.**
 - All Vendor Participants must comply with the electric requirements. **Vendors who overload the circuits causing electricity to be interrupted will be charged \$150 per occurrence, to be paid prior to restoration of their power.**
 - **Vendor Parking**. There will be no designated parking for Vendor Participants at the Event.
11. 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.
12. Vendor Booth Signage. It is the responsibility of each Vendor Participant to create their signage. Vendor Participants must prominently display their booth numbers during the Event.
13. Specific Vendor Placing.
 - **Guaranteed Corner Location** (limited to a specific number of booth spaces; first come, first served): A corner location is identified as any booth on the corner of the intersection.
 - **Plotting Fee** (vendor will have the option to choose their space at the Organizer’s discretion): An opportunity for a Vendor Participant to select a booth location during the selection process.

14. Generators. No free standing (i.e., non-self-contained) generators are permitted at the Event. If a Vendor Participant requires the use of electric, the Vendor Participant must purchase the electric from the Organizer. Food truck Vendor Participants may use self-contained generators (i.e., not free standing) generators and choose not to purchase electric at the Event from the Organizer.

15. Proof of Insurance. Accord forms or other proof of insurance should be made out to:

Pride St. Louis
PO Box 15051
St Louis, MO 63110
Email form to: vendor@pridestl.org