



**KALAMAZOO
PRIDE**

PRESENTED BY OUTFRONT KALAMAZOO

Exhibitor Regulations and Agreement (Page 1 of 2)

This agreement represents the entire agreement of the parties and supersedes any and all prior agreements.

Email to pride@outfrontkalamazoo.org

For the purposes of this agreement, "Exhibitor" refers to all Pride Sponsors, Pride Partners, and Vendors that have space in Vendor Alley on Saturday, June 8, 2024 at the Kalamazoo Pride festival and Food Vendors that have space during both days of the festival. Kalamazoo Pride and OutFront Kalamazoo are hereafter referred to as "OutFront Kalamazoo."

Exhibitor agrees to use and occupy said space as provided for the purpose of exhibiting products or services, subject to the conditions set forth herein.

CANCELLATIONS AND REFUNDS: Except as expressly set forth in this paragraph, OutFront Kalamazoo shall make no refunds of monies paid for rental of the exposition space at the Kalamazoo Pride festival.

1. If the application for exhibition space is denied for any reason, or no reason, the fee will be refunded.
2. If the OutFront Kalamazoo event is canceled by reason of an Act of God, catastrophe, or other occurrence beyond the control of OutFront Kalamazoo and rescheduled for another date within 60 days of the original date, exhibitor shall receive a credit towards participation at the future event. If the event is canceled and cannot be rescheduled within the 60 days, exhibitor shall be refunded that portion of its payment which has been made for the event.

PRODUCTS DISPLAYED: Products or services exhibited must be used by or of interest to LGBTQ+ people. All exhibitors shall submit a list of merchandise, products, and services they intend to exhibit with their registration form. Failure to do so may result in vending space and/or late-night status being revoked without refund. The right to refuse participation to any applicant, for any reason, is at the sole discretion of OutFront Kalamazoo. OutFront Kalamazoo reserves the right to prohibit signs, banners, or groups marketing or promoting illegal, obscene, or pornographic items. Participants are prohibited from selling or dispensing any items(s) bearing any marking, slogan, reference, or image related to OutFront Kalamazoo and Kalamazoo Pride.

SPACE ASSIGNMENT: Spaces in Saturday's Vendor Alley will be assigned based on sponsorship level, type of services provided, and the discretion of the Vendor Alley planning committee. Sponsors at the Diamond level and above will be given priority location placement within Vendor Alley. The exhibitor space assigned is subject to reassignment and rearrangement by OutFront Kalamazoo management at their sole discretion and any proposed layout does not constitute a binding obligation to place an exhibitor in any particular location. Spaces may not be exchanged with other exhibitors without the express permission of OutFront Kalamazoo.

USE OF SPACE, SUBLETTING OF SPACE: No exhibitor shall assign, sublet, or share the space allotted with another business or firm, unless prior written approval has been obtained from OutFront Kalamazoo.

SPECIAL NEEDS: Drayage (materials receiving, storage, and delivery), electrical, phone lines, etc. are not included in the exhibitor fee or sponsorship. These and any other extra or special needs must be coordinated directly with OutFront Kalamazoo staff prior to the event.

EXHIBITOR REPRESENTATION: Exhibitor agrees to appoint a duly authorized representative to have responsibility for and be in attendance at its exhibit during the event. Each exhibitor agrees

to keep an attendant in their space during the open hours (12pm until 6pm) of Vendor Alley.

All participants must meet and adhere to any standards, rules, or regulations set forth or adopted by the City of Kalamazoo.

TABLE TOP, EXHIBIT & CANOPY LOCATIONS & RESTRICTIONS:

Display tables and storage for exhibitors is limited to the 10' x 10' space assigned. **All Business, Nonprofit, and Artisan vendors must provide their own table(s) and chairs, not to exceed the 10' x 10' space.** There is no spillover area. No private sound system is allowed from your exhibition space unless approval is given by OutFront Kalamazoo in advance. Only official food and beverage vendors can sell or give away food. Aside from small, wrapped candy, no food or beverage giveaway is permitted, unless specifically approved by Kalamazoo Pride. Personal canopies will only be permitted if they 1. fit within the 10' x 10' space (including supports), 2. are equipped with a fire extinguisher, and 3. are properly secured and weighted down. Each space comes with four exhibitor passes, received upon check-in. All additional staff or volunteers will be required to pay the daily entry fee.

SET-UP & BREAKDOWN DEADLINE: All work involved in the setup and preparation of an exhibit space must be completed between **Noon and 2pm** on Saturday, prior to the official opening of the Kalamazoo Pride event, unless special instructions have been provided. For safety and aesthetic reasons, no breakdown will be allowed prior to 6pm. Any vendor breaking down prior then without the express permission of OutFront Kalamazoo will not be permitted to leave and may not be invited to return the following year.

EXHIBITOR ROOMS & PARKING: There is no hospitality room for exhibitors. It is recommended that Exhibitors bring their own refreshments for their staff or volunteers. There is no reserved parking for exhibitors. OutFront Kalamazoo encourages the use of public transit and carpooling since parking at the event site may be limited.

MANAGEMENT LIABILITY: Neither OutFront Kalamazoo nor its Board of Directors, the City of Kalamazoo, their agents or employees, shall be liable for any damage to property or loss of business to exhibitors or any person using its allocated space or for the loss by theft or other means of any product or personal property while at the OutFront Kalamazoo event.

INDEMNIFICATION: Exhibitor, on behalf of itself and its employees, agents, servants, customers, and guests will protect, indemnify, and hold harmless OutFront Kalamazoo, City of Kalamazoo, and their agents or employees, against and from any penalty, damage, or liability imposed for any violation of any laws or ordinances occasioned, caused, or contributed to by any willful or negligent act of exhibitor, their employees, agents, or servants. Exhibitor, on behalf of itself, its employees, agents, servants, customers, and guests, will at all times protect, indemnify, and hold harmless OutFront Kalamazoo, the City of Kalamazoo, and their respective agents against any and all loss, claim, liability, damage, or expense arising out of or from any accident or other occurrence in connection with the use or occupation by exhibitor of said space, causing injury to any person or property whomsoever, occasioned, caused, or contributed to by any willful or negligent act of exhibitor, their employees, agents, or servants.

DEFAULTS: If exhibitor defaults in any of its obligations under this agreement, including any rule or regulation promulgated pursuant to this agreement, OutFront Kalamazoo may, without notice, terminate



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this agreement, retain all monies received on account of rental as liquidated damages, and remove said exhibitor, its employees, agents, or servants and all of its merchandise and personal property from the event.

BINDING CONTRACT: This agreement shall not be binding until accepted by OutFront Kalamazoo. Exhibitor shall not be entitled to exhibit unless the space rental fee has been paid in full.

RETAIL SALE OF GOODS & SERVICES: Retail sales may be permitted at the festival, but it is the sole responsibility of the exhibitor to comply with Federal, State, and Local laws, regulations and/or ordinances relating to such sales, including without limitation, sales tax, and licensing fees. Exhibitor agrees to hold OutFront Kalamazoo harmless with respect to such compliance.

COMPLIANCE WITH LAWS: The exhibitor, its employees, agents, and servants shall comply with all applicable Federal, State, and Local laws, including but not limited to the prohibition of nudity and obscenity. Exhibitor shall comply with all applicable rules and regulations of the local Police and Fire Departments and the City of Kalamazoo. The possession, distribution, or use of drugs or firearms at Kalamazoo Pride shall result in immediate removal of the violator and notification of the local police.

GOVERNING LAW: This agreement shall be governed by the laws of the State of Michigan, without giving effect to the conflict of laws and rules thereof.

LABOR: Exhibitors are required to observe all contracts in effect between OutFront Kalamazoo and service contractors, City of Kalamazoo and the labor organizations involved (if any).

CARE OF PARK & EQUIPMENT: Exhibitors or their agents shall not injure or deface any part of the festival site, their or other exhibitor spaces, or space contents (such as tables and chairs) or festival site equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

OTHER REGULATIONS: These rules and regulations are part of the contract for space, which becomes effective upon the acknowledgement of the receipt of the Sponsor, Partner & Vendor Registration Form and appropriate payment. OutFront Kalamazoo reserves the right to make such additional conditions, rules, and regulations as it deems necessary to ensure the success of Kalamazoo Pride. All amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations.

SPECIAL CLAUSE FOR FOOD VENDORS ONLY:

1. Food vendors are required to be open for the duration of the two-day festival. Festival hours are Friday from 6pm until 11:30pm and Saturday from 2pm until 11:30pm. Setup is Friday from 4pm until 6pm. Vendors may not remove their equipment on Friday night to return on Saturday afternoon.
2. Diverse menus are encouraged in order to create a fair opportunity for all food vendors. Vendors should include vegetarian and/or vegan options to accommodate dietary restrictions of festival-goers. All menus must be approved by OutFront Kalamazoo in advance of the festival.

3. 15' x 15' space rental includes fire inspection.
4. Vendor will provide all equipment, prep tables, and other items necessary for setup. See the registration form for items that can be rented for an additional cost.
5. OutFront Kalamazoo will provide a dedicated eating area with tables, chairs, and trash service.
6. Vendors are not permitted to sell alcoholic beverages of any kind. OutFront Kalamazoo is the only permitted and licensed entity that legally can sell alcoholic beverages. Vendors are encouraged to sell non-alcoholic beverages including bottled water.
7. Vendor must possess a current Kalamazoo County Health Department license to sell food to the public. A copy of this license must accompany this registration form or be send to OutFront Kalamazoo no later than 30 days following acceptance of the event registration. Kalamazoo County has requirements for serving food in this type of environment. You are expected to be familiar with these requirements and it is possible to be inspected by the County. OutFront Kalamazoo cannot accept any liability if your space is not up to code and you are cited or shut down. No refunds will be issued.
8. Vendor must carry general liability insurance listing OutFront Kalamazoo and the City of Kalamazoo as additional insured. A copy must accompany this registration or be sent to OutFront Kalamazoo no later than two weeks prior to the event date.
9. Trash service will be provided. All other items must be removed from your space after breakdown on early morning Sunday.
10. All other rules and regulations as stated in these Exhibitor Regulations and Agreement are in effect for food vendors.

Exhibitor Acceptance:

By: _____
NAME OF EXHIBITOR OR ENTITY

Name: _____

Title: _____

Date: _____

OutFront Kalamazoo Acceptance:

Name: _____

Title: _____

Date: _____