

SCP Vendor Contract

Star City Pride Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in the 2018 Star City Pride Celebration, I hereby waive any right to sue "Star City Pride, their officers, agents, servants or employees" (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to inclement weather or crowd. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks or loss of property, damage, and personal injury, including death, which may be sustained by me, or any loss or damage of property, owned by me, as a result of being engaged in such activity, whether caused by the negligence of RELEASEES or otherwise.
3. I further hereby agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage, and costs, including court costs and attorney fees that they may incur due to my participating in said activity, whether caused by negligence or RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive; and my heirs, assignees and personal representatives, if I am deceased, and shall be deemed as a legal waiver and covenant not to sue the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Nebraska.
5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Signed this ____ day of _____, 2018

PARTICIPANT

Vendor Printed Name

Vendor Signature

SCP Vendor Application

Business/Organization Name: _____

Contact Person/Title: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Phone Number: _____

E-mail: _____

Please list all items to be displayed or sold:

Please list all volunteers or staff that will be participating on June 1 & 2:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

***Note: Each organization or entity will receive five (5) two-day passes for staff and volunteers only. Each additional pass required will be available for \$1 each day.

Each booth space includes a tent to provide weather shelter for vendor and event participants. In order to insure a unified look and that appropriate tent permits, weighting, etc. are in place, all tents for the event must be rented through Star City Pride. If you will need more than one space please indicate that on the application.

Booth Fees

Nonprofit Organizations

5' x 5' (no table or chairs): \$50 10' x 10' (no table or chairs): \$80

5' x 5' (1 table/2 chairs): \$70 10' x 10' (1 table/2 chairs): \$100

Nonprofit Identification Number: _____

For-Profit Businesses & Other Entities

5' x 5' (no table or chairs): \$120 10' x 10' (no table or chairs): \$220

5' x 5' (1 table/2 chairs): \$140 10' x 10' (1 table/2 chairs): \$240

Food Vendors

Self-contained with Star City Pride only providing power outlet: \$200

____ I will need an electrical hook up (for food vendors only).

*****Please note: No alcoholic beverages may be sold on the premises.**

Please indicate the voltage and number of outlets needed.

Voltage: _____ V Number of outlets: _____

Applications and Payment must be received by May 14, 2018.

Total Payment Submitted: _____

Make checks payable to: **Star City Pride**

Mail to: Star City Pride, P.O. Box 81703, Lincoln, Nebraska 68501

Vendor Printed Name

Vendor Signature

Date: _____

Star City Pride Vendor Terms and Conditions

Star City Pride is made possible by the hard work of the Star City Pride Committee and their sponsors. The following items are NOT to be sold, displayed, distributed, advertised or otherwise present at the event without the PRIOR EXPRESS WRITTEN CONSENT of Star City Pride: Third Party Sponsorship, and National Corporations or Franchises. The applicant understands that Star City Pride has legal possession and control of the event site and the surrounding closed streets, pursuant to approved street closure with the City of Lincoln on the date of event. The applicant further understands that the use granted by Star City Pride is a License to Occupy only and is not coupled with an interest in the property. Star City Pride retains the right to terminate this License to Occupy at any time during the terms of the applicant's use if the applicant creates a nuisance to Star City Pride by interfering with the orderly and successful presentation of the event or by breaching the Terms and Conditions, or without cause at the discretion of Star City Pride. The applicant understands that the purpose of the Star City Pride Festival is to celebrate Gay, Lesbian, Bisexual and Transgendered Pride, and agrees to support this purpose during the term of the License to Occupy. The applicant certifies that the applicant has read and understands the application and will comply with all of the following:

TERMS AND CONDITIONS

1. **SET-UP.** Set-up begins at 2 p.m. on Friday, June 1, 2018. **The vendor is required to be open at 4 p.m. on Friday, June 1, 2018, and remain open until 8 p.m. The vendor is required to be open at 1 p.m. on Saturday, June 2, 2018, and remain open until 8 p.m.** Vendors can choose to remain open later, but all booths must close by 9:30 p.m. (This excludes food vendors).
2. **PAYMENT.** Full payment for vendor booths must be made at time of application. Deadline for submission of payment and application is May 14, 2018.
3. **TENTS.** Tents are supplied by Star City Pride and must remain weighted down with water, sand, or cement weights due to high winds that can occur during the event. Star City Pride is not liable for any property damage.
4. **RETAIL.** All vendors selling items must have proof of Liability Insurance and name Star City Pride as Additional Insured.
5. **TRASH.** Vendor is responsible for removal of ALL trash.
6. **ALCOHOLIC BEVERAGES.** No sales or distribution of alcoholic beverages will be allowed.
7. **SOUND AND GENERATORS.** No sound devices, amplified sound devices, or electric generators are allowed for vendors. This is to prevent interference with Pride events and operation.
8. **FOOD VENDORS.** Food vendors must abide by all applicable City of Lincoln Health Codes. Food vendors must have a current Lancaster County Temporary Food Establishment Permit and are responsible for obtaining the permit. Permits are not issued the day of the event. Please include a copy of your permit (or a copy of the application for permit) with this contract. Vendors using heat and/or open flames must (a) provide fans for smoke control, (b) provide fireproof containers for disposal of ashes, (c) provide one visible fire extinguisher rated 20AB, (d) provide cleaning stations (i.e., wash stations) for their booth, and (e) containers of butane or fuel must be affixed to a post or other secure item. Food Vendors must control drainage and/or condensation.

Star City Pride Vendor Terms and Conditions

9. **ELECTRICAL REQUIREMENTS.** Any food vendor requiring electrical power must state that requirement no later than May 14, 2018. Such vendors must supply their own extension cord(s).
10. **INSURANCE.** Vendors who will be selling food must submit a valid certificate of liability insurance with at least \$1,000,000.00 coverage and name Star City Pride as an Additional Insured. This certificate is available through your business insurance agent. Vendors selling merchandise are encouraged to also secure and provide proof of insurance for the event. Star City Pride is not responsible for any and all third party liability against vendors or damage/loss caused by weather.
11. **VENDOR PLACEMENT.** Star City Pride reserves the right to place Vendors according to the master plan for event layout.
12. **WEATHER.** The Star City Pride event will happen regardless of weather (rain, sunshine, wind). It is the vendor's responsibility to provide protection for their items that might be affected by weather.
13. **CANCELLATION POLICY.** Booth fees are non-refundable unless written notice of cancellation is received by Star City Pride on or before May 14, 2018. Refunds will be paid within 30 days following the Star City Pride Festival.

Vendor Printed Name

Vendor Signature

Date: _____

Payment, Signed Waivers, Terms and Conditions, Proof of Insurance, and Proof of Temporary Permit (food vendors only) must be received by May 14, 2018.