



Auditorium Center
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2011 Rochester Pride Festival and Picnic Vendor Guidelines and Regulations Agreement

This Agreement sets forth Guidelines/Regulations for Vendors at the 2011 Rochester Pride Festival/Picnic.

Important: Please review all requirements and provisions related to booth space. Failure to provide strict compliance with all provisions, and all applicable State of New York, City of Rochester, County of Monroe regulations and requirements will result in denial of access to booth space and forfeiture of all applicable fees, and may result in payment of fines and penalties by Vendor.

All Vendors

Application/Fees

1. All Vendors must submit the following government required certificate(s) **if applicable, by July 1**, and produce/display the required certificates at the provided booth space.
 - a) Not-for-Profits and Non-Profits Local (Monroe and Surrounding 5 counties) **NO SALES OF ANY KIND:**
Certificate of not-for-profit and non-profit status including Federal Identification Number.
 - b) Vendor For Profit Information and/or Product/Food Sales, New York Sales and Use Tax Certificate. *Certificate of Insurance in which GAGV is named as an additional co-insured, For Picnic: A Single use permit issued by the County is required.***Please provide all applicable certificates/permits by July 1 to avoid late fees of \$10/certificate.**
2. Vendors must submit: (a) signed Application Form; (b) all required certificates; (c) full payment of all fees to reserve booth space.
3. Vendor fees are non-refundable even in the event of cancellation due to weather or other acts of nature. There is no "rain date".
4. **The GAGV reserves the right to determine eligibility of any application for booth space. Assignment of booth space and location is at the sole discretion of the GAGV. Should conditions dictate, the GAGV reserves the right to reassign booth space and/or relocate booth space as necessary.**
5. Failure by Vendor to observe these provisions, applicable Federal, State, and local government agency rules and regulations, and other applicable rules, restrictions and/or regulations will result in denial of access to booth space, the cancellation of approval for booth space, forfeiting of all applicable fees and may result in reimbursement of government imposed fines and penalties incurred by the GAGV.
6. Any Vendor holding drawings, raffles, or other similar activities ("drawing"), must advise the GAGV of its intent in writing at least 15 days prior to the Festival/Picnic. Vendor must identify all applicable local, state, and federal rules, laws and regulations and indicate and offer proof of Vendor's compliance with such. The awarding of prizes or similar materials, products, merchandise, services or similar benefits ("prizes") is the sole responsibility of the Vendor. The GAGV shall not be liable or responsible for Vendor's failure to properly conduct the drawing or dispute prizes. Vendor assumes full responsibility for compliance with all applicable rules and regulations. Vendor agrees to indemnify and hold harmless the GAGV, its officers, directors, agents, volunteers and employees for any loss or damage of any kind and/or for any violation of any laws related to the drawing.

Liability/Indemnification

7. The GAGV shall not in any manner or for any cause be liable or responsible to any Vendor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the Festival/Picnic including loss or damage of any kind to Vendor's good, materials, etc. Any and all claims for such injuries or damages are hereby waived. Vendor agrees to indemnify and hold harmless the GAGV, its directors, officers, volunteers, employees, and agents (the "Indemnified Parties) against any and all claims, liabilities, losses, and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the Indemnified Parties that were caused by an act or omission of Vendor, that occurred within the booth space leased by Vendor or that arose in connection with activities conducted by Vendor in connection with the Festival/Picnic.
8. The GAGV is not liable for Vendor's failure to obtain proper insurance. Vendor agrees to indemnify and hold harmless the GAGV for any such failure to obtain insurance.

Branding

9. "Gay Alliance of the Genesee Valley" and the officially designated Festival/Picnic logos are GAGV trademarks, and as such may only be used for commercial purposes by the GAGV. **Other individuals or entities wishing to use these identifying names and/or logos must obtain written permission in advance of use from the GAGV.**
10. The GAGV reserves the right to be sole Vendor of merchandise displaying artwork or wording in reference to 2011 Pride Festival/Picnic events and activities. Applications from Vendors wishing to sell commemorative or other products, merchandise and/or other applications containing these marks or words will not be approved for participation as Vendors. The display or sale of such products or merchandise is expressly prohibited on the entire Festival/Picnic grounds.

Booth Space

11. Vendors shall not place in the booth space any apparatus or goods that are objectionable to the GAGV, or that shall in any manner be dangerous. The GAGV reserves the sole right to determine whether the Vendor must remove any apparatus or goods and the GAGV may require their immediate removal.
12. The GAGV reserves the right to prohibit the display of any signage, article, or product that, in its opinion, is not in keeping with the nature and character of the Festival/Picnic, or not in harmony with other booth spaces.
13. No Vendor shall operate amplification equipment or voice or audio reproducing machines of any type. The GAGV has the sole authority to require the immediate removal of any such equipment.
14. The Vendor agrees that booth spaces will be staffed and operated in a professional and courteous manner at all times. The GAGV reserves the sole right to determine compliance with this provision and has the right to order the immediate cessation of any activity in violation of this requirement.
15. Vendors shall have the right, subject to the provisions herein contained, to arrange materials and goods within the booth space allotted to them in the manner best suited for displaying and demonstrating their goods and services. No part of an exhibit shall extend outside the booth space, or interfere with adjoining booths. No signage, flyers or promotional materials of any kind may be posted in or on locations outside of the allotted space within the perimeter of the festival/picnic area, without prior written permission by the GAGV. All signage, flyers or promotional materials must be removed by Vendor. If not a \$25 fee will be charged for cleanup.
16. Within two hours of the Festival/Picnic closing, Vendors shall have removed all property, goods and materials brought into the Festival/Picnic area, and shall leave said booth space broom clean and free from all rubbish. All rubbish must be properly disposed of according to Site Guidelines.
17. Vendor shall **"load-in"** all property, goods and materials during the designated set-up period only. No "load-ins" may occur after the close of this period without the written consent of the GAGV.

Pride Festival Vendors **"load-in" by 3 pm on day of Festival**

Festival location: 875 E. Main Street, Rochester, NY 14605 (Auditorium) parking lot off of College Street.

Registration includes: 1 table, 2 chairs, and a 10' x 10' space, and up to 4 general admission tickets for staff/volunteers. All tents/canopies can be secured with weights; they can **NOT** be staked into the ground.

A \$500 fee will be assessed to any vendor that drives stakes into the asphalt lot.

Festival hours: 4:30pm to 9:30pm.

Set-up: Begins at 10 am, load-in ends at 3 pm. All vehicles need to be moved out to set up barricades.

For retail vendors – space is important to you. Vendor spaces will be first come, first serve based on application and payment received.

A map will be available at www.rochesterpride.com. There will be no moving to other spots the day of the event.

Electricity is available to vendors for \$10. Electricity spots are set in specific locations for safety reasons.

Festival vending questions can be emailed to Carrie Vernon, carriev@gayalliance.org.

Pride Picnic Vendors **"load-in" by noon on day of Picnic**

Non-Profit and Business Info Booth Vendors

Pride Picnic will provide 1 table and 2 chairs for each information vendor.

Pride Picnic will provide 2 gate passes for volunteer staff to get into the Picnic.

Pride Picnic will provide each Info Vendor with a GREEN TICKET which will allow you to drive down Park Rd. by the Roundhouse to bottom turn around to **drop off** materials.

All Info Vendors must then park in the U of R Parking Lot.

Food/Product Vendors

Each Food/Product Vendor must state on Vendor Application Form how many tables and chairs they will need..

Pride Picnic will provide YELLOW PARKING PASS to park on site.

Pride Picnic will provide Product Vendors with a max of 3 gate passes for you and your staff.

Pride Picnic will provide Food Vendors with a max of 6 gate passes for you and your staff.

For Relief Staff entering the Pride Picnic after 1 pm the Food/Product Vendor must provide a list of names of the relief staff.

When the Relief Staff arrives at the Pride Picnic they must park in General Picnic Parking and go to the Volunteer table at the Main Gate to obtain their Gate Pass to enter.

Picnic vending questions can be emailed to: Evelyn Bailey, evelynb@gayalliance.org

A limited number of scholarships for Festival and Picnic are available to off-set registration fees for non-profits.

Contact GAGV: 585-244-8640.

The GAGV Mission Statement

The Gay Alliance of the Genesee Valley is dedicated to cultivating a healthy inclusive environment where individuals of all sexual orientations and gender expressions are safe, thriving, and enjoy full civil rights.

Proceeds support the programs of the Gay Alliance of the Genesee Valley.

