



**Nashville Pride, Inc.**

Post Office Box 330931

Nashville, TN 37203-7506

Phone: 615.650.6736 [www.nashvillepride.org](http://www.nashvillepride.org)

Submit Application to [Erica@nashvillepride.org](mailto:Erica@nashvillepride.org)

## Pride Festival 2010 – Food Vendor Agreement for the Nashville GLBT Chamber of Commerce Marketplace

I, \_\_\_\_\_ (Vendor) acknowledge I have read this agreement and agree to follow all Rules and Guidelines set forth herein and directions provided by NPI on the day of the Festival. This Agreement is subject to Vendor satisfactorily submitting all requested application materials, approval of Nashville Pride, Inc. (hereinafter known as NPI), and full payment of all designated fees. It is the responsibility of the Vendor to be aware of these Rules and Guidelines as well as all applicable governing laws. It shall be Vendor's duty to insure that all employees and agents of Vendor are knowledgeable of and abide by all Rules and Guidelines and applicable governing laws.

Vendor agrees to sell only items authorized by the NPI Vendor Coordinator. Failure to do so will result in violation of agreement and termination of contract without reimbursement of any payments made to NPI.

In submitting this agreement for the 2010 Nashville Pride Festival, Pride Vendor participants agree to each and all clauses set forth in this agreement. Failure by the Pride Vendor participants to abide by any clause set forth in this agreement of the 2010 Nashville Pride Festival gives NPI and/or the authorized agents of NPI the right to (1) immediately terminate this agreement (2) require Pride Vendor participant, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to NPI for the right and privilege of participating in the 2010 Nashville Pride Festival. NPI must approve in writing all alterations or changes to this agreement.

NPI agrees to provide each Pride Vendor participant of the 2010 Nashville Pride Festival with assigned space(s) for placement of Pride Vendor's food service unit as a Pride Vendor of the 2010 Nashville Pride Festival. If Pride Vendor desires to rent tent space from NPI, Pride Vendor must complete a Pride Market participant agreement and application and request such modification to that agreement to allow the tent to be used for food vending. NPI has complete discretion over the decision to grant such a modification and over Vendor placement on the Festival grounds.

NPI retains the exclusive rights to serve and sell alcoholic drink beverages at all sites and operations of the 2010 Nashville Pride Festival. Vendor agrees not to sell any product that is, or that NPI may consider, in conflict with any NPI sponsor, and Vendor acknowledges that any violation shall result in the complete forfeiture of all amounts paid to NPI.

Pride Vendor participant's shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Tennessee and local ordinances of the City of Nashville and Davidson County shall control. Pride Vendor participants shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations of the 2010 Nashville Pride Festival.

Pride Market participants shall not display, offer for view, take orders for or sell any items that are imprinted, emblazoned or marked in any manner with any or all of the following words or phrases without the express written consent of NPI:

Nashville Pride 2010

Nashville Pride, Inc.

Pride Festival 2010

Proud to be . . .

Pride Market participants shall not offer phrases, logos or artwork which closely approximate these words or phrases without the express written consent of NPI.

Pride Vendor participants shall not sublet their space to anyone.

Pride Vendor participant acknowledges and understands that they are responsible for the collection of any sales and use taxes and shall in no way hold NPI or its representatives responsible for any type of permits other than for the festival itself.

Pride Vendor participant acknowledges and understands that they are responsible for obtaining all permits and certifications necessary to vend at Riverfront Park, including but not limited to Health Department certification.

### **Refund Policy**

A 50% refund will be given to a written request received by May 27, 2010. NPI offers no refunds for any request received after May 27, 2010.

NPI accepts no responsibility for items left overnight.

NPI makes no representation or guarantees towards actual festival attendance, nor makes any representation of financial success or failure.

Pride Vendor participants understand that NPI has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent, and or interrupt, the festival weekend, and participants shall hold NPI harmless for any losses that could arise because of such event.

NPI reserves the right to place Pride Vendor participants in a location at the complete discretion of NPI. Pride Vendor participants may request a preference of placement; however, NPI shall have sole and complete authority to place the participant in any location designated by NPI for Food and Beverage Sales, irrespective of the participant's request. The NPI location placement decision is final.

Any Pride Vendor participant who desires access to electrical current must request such access no later than May 27, 2010. NPI shall provide electrical service subject to request by the May 27, 2010 deadline. Failure to provide notice of electrical service request shall result in the participant's placement in a location with no electrical service, and no guarantee of NPI's ability to provide such service. ANY REQUEST FOR ELECTRICAL SERVICE MUST INCLUDE VENDOR'S SPECIFIC ELECTRICAL REQUIREMENTS. Request for access to electrical service shall result in a \$75 charge.

Vendor agrees to sell only foods listed by the Vendor on the original Application and approved by NPI.

No RV parking nor overnight camping is permitted in Riverfront Park.

### **Insurance Requirements**

Each Vendor shall provide NPI with proof of Liability Insurance stating that NPI is an additionally named insured; and, NPI is the Certificate of Insurance Holder. This is required as a part of the Vendor's completed Application, and the Application is not accepted, nor will be processed without this documentation.

In accepting the terms of this Agreement, Vendor certifies that all vehicles and other equipment operated by Vendor and Vendor's staff is adequately insured subject to the State of Tennessee's Motor Vehicle Insurance requirements. Vendor acknowledges and agrees that any personal injury, or property damage, caused by any vehicle operated by Vendor or Vendor's employees shall be the responsibility of the Vendor, and Vendor shall hold NPI harmless, and further indemnifies NPI as the result of any such incident or accident which results in any personal injury or property damage.

### **Hold Harmless Agreement**

Through submission of application materials and Vendor's signing of this Agreement, Vendor agrees to hold NPI, its Board of Directors, staff, volunteers, the Metropolitan Government of Nashville – Davidson County and Riverfront Park harmless for any and all losses, expenses, demands, and claims against NPI sustained or

alleged to have been in any way related or connected to the 2010 Nashville Pride Festival, Rally, and Parade. Vendor also agrees and acknowledges that NPI, its Board of Directors, staff, volunteers, Metropolitan Government of Nashville – Davidson County or Riverfront Park Conservancy are not responsible in any way for any personal injury, illness, property damage or loss of property that may occur during the 2010 Nashville Pride Festival, Rally, and Parade. Vendor agrees, acknowledges, and further certifies that Vendor and Vendor's property, equipment, and vehicles are properly insured for any and all losses incurred, and or damages caused by Vendor.

### **Event Regulations**

- 1) Conduct, Security, Safety
  - a) Vendors will remain open during the entire festival operating hours. 11:00 AM to 6:00 PM.
  - b) Vendors and employees must treat all attendees with respect and kindness. NPI will not tolerate any perception of inappropriate behavior towards festival attendees.
  - c) Vendor agrees to follow directions of authorized Pride officials regarding matters of security and safety.
  - d) Vendor agrees to restock booths during festival hours by hand truck only. No vehicles or golf carts will be permitted in the Park during Festival hours.
- 2) Set-up, Breakdown, Clean up.
  - a) Set-Up 8:00 AM through 10:00 AM.  
Breakdown: 6:00 PM until 9:00 PM  
NPI strictly enforces these hours.
  - b) Vendors must request a site inspection from Pride Representative before they are permitted to leave. This inspection is to ensure Vendors are leaving the site, as it was found, free of any damage or property left behind.
  - c) No vehicles will be allowed into the festival area for breakdown before being authorized. These authorizations must be obtained in order for security personnel to allow access.
  - d) Vendors shall provide their own water and ice for their use.
- 3) Admission to the 2010 Festival will be \$5.00.
  - a) You will receive four (4) free passes for operating a booth at the festival.
  - b) If you will have more than four attendants at your booth, you will need to purchase admission for any additional individuals. They can pay at the door to the festival or you can pay using the form below.
  - c) Tickets will be distributed at vendor load-in at the festival.

NPI is not responsible for the disposal of grease. The Vendor must properly dispose of all grease. No dumping in storm drains, grounds, sewers, or the pond. NPI will not provide a receptacle on site for grease disposal.

Vendors shall provide trash receptacles and plastic bags for their own use. NPI volunteers will collect trash periodically throughout the event. Vendors shall remove all trash left over including food and boxes. Vendors shall not wash dishes, equipment or utensils using Metropolitan Government of Nashville drains or the pond at Riverfront Park. NPI expects Vendors to cooperate with NPI and Metropolitan Government of Nashville personnel in order to keep the park clean.

### **Incorporation and Modification**

This document includes all components of the agreement of the parties and is fully incorporated herein. The Application materials provided to the Vendor by NPI and as completed by the Vendor are hereby incorporated herein by reference as though fully set forth. No other promises made prior to the execution of this agreement have been omitted from this document.

The parties may mutually agree to modify this agreement, however such modification shall only be binding upon the parties by signed written agreement. No oral modification or agreement outside the scope of this agreement shall be binding upon either party.

**No Agency, Partnership, or Joint Venture Created**

The Vendor is an independent operator, and through this agreement no agency, partnership, or joint venture relationship is created with NPI. The Vendor, its owners, employees, or other agents shall not represent themselves as representatives of NPI. Vendor shall not enter into any contract or other agreement which would cause NPI to be liable in any way with any other party including, but not limited to, manufacturers, Vendors, or other suppliers, etc. Vendor shall hold NPI harmless from any cost or any other liability it may incur with the production of merchandise.

I have read, understood, and agree to the complete contents and terms of this Agreement and any and all Application materials provided by NPI.

For the Vendor:

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**Signature** **Date**

For Nashville Pride, Inc.:

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**Signature** **Date**

**Send signed agreements to:** Festival Coordinator  
Nashville Pride, Inc.  
PO Box 330931  
Nashville, TN 37203-7506

# Pride Festival 2010 – Food Vendor Application for the Nashville GLBT Chamber of Commerce Marketplace

**Company Information**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Web Address: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**Contact Person Information**

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
*Which e-mail address should we use for important updates?*

**Food Classification**

- American Hot dogs, burgers, fries, onion rings
- American BBQ Pork, BBQ Chicken, BBQ Beef
- Greek Gyros, pita wraps
- Far East Stir fry, rice, vegetables, chow mien
- Italian Pasta, spaghetti, pizza noodles
- Mexican Tacos, burritos, chips & cheese
- Frozen Ice cream, popsicles, frozen yogurt
- Other \_\_\_\_\_
- Drinks Tea, lemonade, smoothies (all must be non-alcoholic)

**& Food Service Unit**

Type	Dimensions
<input type="checkbox"/> Tent	_____
<input type="checkbox"/> Trailer	_____
<input type="checkbox"/> Kiosk	_____
<input type="checkbox"/> Other	_____

Please list other festivals in which you have participated.

Note: NPI will use its best efforts to ensure that there will be only one vender per core food type, e.g. tacos, pizza, sno-cones. This does not include side dishes, e.g. french fries, chips, cole slaw, etc., or drinks.

**Space Fees**

	Quantity	
Each 10x10 space for placement of Vendor's Food Service Unit	_____	\$400
Electricity connection	_____	\$75
Additional Entrance Passes - You will receive four (4) free passes	_____	\$5
Late Fee (After May 27, 2010)	_____	\$100

**Describe electrical connections here:**

**Total:** \_\_\_\_\_  
**Nashville GLBT Chamber of Commerce Member Discount** 10%

**Grand Total Enclosed:** \_\_\_\_\_

In order to process this application, the Vendor must sign and date this agreement. Any applications received without the agreement signed will be returned without processing. No application is complete without payment of fees. The deadline for receiving applications is May 27, 2010. Please make your check payable to **Nashville Pride, Inc.**

**Send completed application to:** Festival Coordinator  
 Nashville Pride, Inc.  
 PO Box 330931  
 Nashville, TN 37203-7506

Via e-mail: [Erica@NashvillePride.Org](mailto:Erica@NashvillePride.Org)