



**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)

## Agreement for the Nashville GLBT Chamber of Commerce Marketplace at the 2010 Nashville Pride Festival

By signing this agreement for the 2010 Nashville Pride Festival, the undersigned Pride Market vendor ("Vendor") agrees to be bound by each and every of the terms set forth herein and the terms and representations set forth in the Pride Market Application, which is incorporated herein by reference as though fully set forth. If the Vendor violates any term of this agreement, Nashville Pride, Inc. ("NPI") and/or the authorized agents of NPI may within their sole discretion and at any time (1) terminate this agreement, (2) require Vendor, 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 Pride Market of the 2010 Nashville Pride Festival. This agreement represents the entire agreement between NPI and the Vendor and may not be amended without the mutual consent of both parties set forth in writing and signed by authorized representatives of NPI and the Vendor.

1. NPI agrees to provide each Vendor of the 2010 Nashville Pride Festival with assigned space(s) with one table and two chairs per assigned space at the Pride Market of the 2010 Nashville Pride Festival.
2. Vendor agrees to obey all rules and instructions as directed by the Pride Festival Director during the festival weekend. Any failure to strictly adhere to such rules or instructions may result in the immediate termination of this agreement and immediate forfeiture of any and all fees paid to NPI.
3. Vendor hereby acknowledges its liability, and agrees to compensate NPI, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials and objects to the environs and infrastructure of Riverfront Park which causes NPI to pay for repair, replacement, or other remuneration to the Metropolitan Parks Department and/ or Nashville-Davidson County Metropolitan Government for such damage to the environs or infrastructure of Riverfront Park.
4. As a courtesy to other vendors and festival participants, any amplified sound or loud noise from Vendor's space is prohibited.
5. Only NPI and those individuals or groups which have signed Food Vendor Agreements shall be permitted to serve, sell or in any way provide beverages (including water) or food at any site or operation of the 2010 Nashville Pride Festival. Violation of this provision and/or any portion of the health code are grounds for immediate expulsion from the festival grounds.
6. NPI reserves the right to prohibit, within any Pride Market booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current NPI sponsor. Any questions concerning current NPI sponsors should be directed to the Festival Director prior to the event.
7. Vendor shall not display, offer for view or sale any illegal or contraband items. The laws of the State of Tennessee and local ordinances of the Metropolitan Government of Nashville – Davidson County shall control. Vendors shall not display, offer for view or sale any items that are unlicensed and/or copies/interpretations of licensed or registered items at any site or operation of the 2010 Nashville Pride Festival.
8. Vendor understands and agrees that the Nashville Pride Festival 2010 is intended to be, and at all times shall be, a family friendly event. Therefore, Vendor shall not openly display any materials that are obscene, sexually explicit, pornographic or indecent. Such materials, if not violative of any local, state or federal law, may be present in a Vendor's space if, and only if, such materials are shielded from the view of persons outside the space and the Vendor posts sufficient signage to warn those entering the space that such materials are located therein.
9. Vendor 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.  
 PrideFest 2010  
 Proud to be . . .

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

10. Vendor shall not sublet its space without the express written consent of NPI. NPI permits each space to be utilized by no more than two (2) organizations.
11. Vendor acknowledges and understands that it is solely responsible for the collection of any sales or use taxes and shall in no way hold NPI or its representatives responsible for any type of permits other than for the festival itself.
12. Refund Policy: A 50% refund will be given in response to a written request received by NPI by May 1, 2010, if the space can be filled from an approved waiting list. No refunds will be given for any request received by NPI after May 1, 2010. No refunds shall be given due to cancellation or interruption of the festival for reasons beyond the control of NPI. These reasons include, but are not limited to weather, acts of God, acts of terrorism, or governmental intervention.
13. NPI and the Metropolitan Government of Nashville – Davidson County accept no responsibility for items left overnight. Vendor is solely responsible for the security for all its items at the festival location at all times.
14. NPI makes no representation or guarantees towards actual festival attendance.
15. Vendor understands 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.
16. NPI reserves the right to place Vendors in booth locations at the complete discretion of NPI. NPI shall have sole and complete authority to place the participant in any location contained in the Market Place, irrespective of the participant's request.
17. Any Vendor who desires access to electrical current must request such access no later than May 27, 2010. Vendor agrees to pay additionally the sum of \$75 per connection (\$55 per connection for non-profits) for such electrical service. Failure to provide notice of electrical service request, and or make service payment, shall result in the participant's placement in a booth with no electrical service, and no guarantee of NPI's ability to provide such service.
18. Vendor upon vacating its space(s) shall ensure that such space shall be free of any and all trash and refuse with such being placed in the appropriate containers. Failure of the Vendor to clean their space may result in future refusal of Vendor application.
19. Vendor certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person or thing within the confines of the Vendor's space or as a result of the Vendor's actions at the festival.
20. A \$25 fee will be charged for all checks that are returned to NPI for any reason.
21. Admission to the 2010 Festival will be \$5.00. You will receive four (4) free passes for operating a booth at the festival. 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. Tickets will be distributed at vendor load-in at the festival.

This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below. This agreement shall become effective upon execution by both the participant and NPI.

For the Participant:

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**Signature**

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**Date**

For Nashville Pride, Inc.:

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**Signature**

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**Date**

**Send signed agreements to:** Festival Coordinator  
Nashville Pride, Inc.

PO Box 330931  
Nashville, TN 37203-7506

# Application to the Nashville GLBT Chamber of Commerce Marketplace at the 2010 Nashville Pride Festival

## Company/Organization Information

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

## Contact Person Information

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

## Space and Tent Fees

	Business	Non-Profit	Non-Profit half tent
Each 10' X 10' covered space with one table and two chairs	\$400	\$250	\$125
Late Fee (after May 27)	\$100	\$100	\$50
Electricity connection	\$75	\$55	\$55
Specific Electrical Needs:			
Additional table	\$20	\$20	n/a
Additional chair	\$10	\$10	\$10
Special Placement	\$25	\$25	\$25
Additional Entrance Passes - You will receive four (4) free passes per group	\$5 each	\$5 each	\$5 each
Chamber of Commerce Discount for members	10%	10%	10%

## Special Placement Fee

If your booth needs special placement, e.g. on the end of an aisle, near another booth, etc., we will attempt to accommodate those requests. In the space below, clearly explain where you need to be placed and why. Special placement requests will be addressed on a first come, first served basis. **A \$25 special placement application fee must be included with this application in order for your request to be considered.** If we cannot accommodate your request, we will refund this \$25. However, we will not refund the remainder of your Space and Tent Fees. Please note that **any** specific placement request by a Vendor constitutes a special placement request. For example, if you are paying for two booths and want them next to each other, the fee is applicable to the placement of one of those booths.

**Total amount enclosed: \$ \_\_\_\_\_ (Circle each item above that is part of your total.)**

Please describe the nature of your business and the items you will be offering for sale:

Do you want your booth or organization's name excluded from mention in our media campaigns? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Have you participated in the Nashville Pride Market in previous years? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please list other festivals in which you have participated:

- Upon acceptance to the Pride Market, NPI will send written confirmation by May 1, 2010.
- Pride Market hours are 11:00 AM to 6:00 PM, June 19, 2010.
- Only NPI and those individuals or groups which have signed Food Vendor Agreements shall be permitted to serve, sell or in any way provide beverages (including water) or food at any site or operation of the 2010 Nashville Pride Festival.
- Vehicles are allowed in the festival load in/out area only from 8:00 AM to 10:00 AM on Saturday for setup, and 6:00 PM to 9:00 PM on Saturday for breakdown. NPI does not provide parking at the festival.
- NPI and the Metropolitan Government of Nashville – Davidson County accept no responsibility for items left overnight.

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. A \$25.00 fee will be charged for all checks that are returned to NPI for any reason. The deadline for receiving applications is May 27, 2010. Acting in its sole discretion, NPI reserves the right to reject any application for any reason.

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  
Or e-mail to [erica@nashvillepride.org](mailto:erica@nashvillepride.org)