



Outer Banks Pride Fest 2018 Vendor Application

Welcome to the 8th annual **Outer Banks Pride Fest**, produced by **OBX Pride, Inc.**, a 501(c)(3) nonprofit charity organization.

OBX Pride, Inc. reserves all rights as sole producers of this event. Any reproduction, broadcast or commercial use of any portion of this event, in whole or in part, in any form without explicit written consent of OBX Pride, Inc. is strictly prohibited. OBX Pride, Inc. reserves the right to refuse anyone participation at this event and does not guarantee your success at this event. By signing and submitting the application below, you (hereinafter referred to as the "Vendor") agree to comply with the following terms and conditions. Violations of these terms and conditions can be cause for removal from the festival grounds without refund and can result in being restricted from future events. Incomplete applications will not be accepted.

Dates and Times of Operation: Saturday, Sept. 22, 2018. Saturday is the main festival from Noon to 7:00 pm at the Soundside Event Site, (also known as the Outer Banks Event Site), milepost 16.5, highway 158 in Nags Head.

Payment: We do not charge a fee to non-food vendors, BUT, applications must be returned with a deposit fee in the form of a check for \$25.00 for vendors who will sell merchandise. Your check will be returned to you when you show up at the event. No check needed for non-profit organizations but a photocopy of your IRS Letter of Determination must accompany this application. If your application is not accepted your check will be voided. OBX Pride will cover the fee for temporary business license. Food vendors will be charged \$100 and must contact us first before sending in your fee.

Booth Space: Since we are at the Soundside event site this year, we do not have space restrictions on booth size. Plenty of room! BUT we need to know ahead of time if you need more space than the standard 10 by 10 foot popup tent. We DO NOT provide tents, tables or chairs. All business or other activity for which the vendor has rented space must be conducted within the designated booth only. No distribution, canvassing, handing out fliers or vending of any kind may be done outside of your designated booth space.

Product Exclusivity: There will be no product exclusivity agreements. You take your own risk that other vendors may be selling the same product. We will try to be fair in limiting the sale of the same items by different vendors on a first come first served basis. We will not have two or more of the same foods sold. We want you to be successful in your sales.

Trademarks: OBX Pride, Inc. reserves the right to the use of its logos, name, marks, symbols and other intellectual property. Any use of these without express written permission is a violation of this agreement and will result in expulsion from this festival. This includes names, artwork, trademarks and logos for OBX Pridefest, Outer Banks Pride and OBXPridefest.com.

Placement: OBX Pride, Inc. reserves the sole right to place Vendors in any location it deems fit. We will try to accommodate requests but makes no guarantees. If you have a special requirement (ADA accommodation) please list this with the description of your exhibit or merchandise.

Set-Up: Vendors will be allowed to enter the festival grounds no earlier than 9:00 am on the morning of the festival. You cannot set up the day before. You will receive special instructions one week before the event when to arrive to unload at your booth. Your booth must be staffed at all times during the day.

Deadline: The deadline for receiving applications and refundable holding fee is Sept. 1st. Please contact us if it is impossible for you to return your application by that date.

Cancellations: You may cancel your booth application at any time before the Sept. 1st deadline date. Your holding check will be voided. Cancellations after Sept. 1st will not be refunded but rain checks may be requested for a future pridefest. Vendor spaces not occupied by 11 am will be resold. If there is additional space a latecomer will be reassigned a new space.

Weather: There is no rain date for the festival. In the highly unlikely circumstance the festival is rained out, you will receive a refund of your vendor fee.

Restrictions: None of the following are to be sold, displayed, distributed or otherwise present at this event without the express written consent of OBX Pride, Inc.: alcoholic beverages, third party sponsorship, national corporations or franchises. Only designated vendors of our choice will be allowed to sell bottled water, or food or drink of any kind. The sale of gay pride oriented merchandise must first be approved by OBX Pride, Inc.

Noise: OBX Pride, Inc. reserves the right to monitor or prohibit the use of any electronic equipment, machinery, generators or other activity that it determines, in its sole discretion, is distracting to other booths or attendees. Loud generators will be located at a distance far enough away as to not distract from the entertainment. You must indicate on your application if you have a loud generator.

Conduct: All Vendor/Exhibitors and all of their representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste. OBX Pride, Inc. reserves the right to eject from the festival grounds anyone violating those standards. The daytime activities of Outer Banks Pride are family-friendly. You are encouraged to bring your children. No "adult" themed (sexual) items will be openly displayed and no tattooing or piercing services will be allowed. Vendors offering massages must have a massage therapist's license. Applicant understands the purpose of Outer Banks Pride is to celebrate with pride our gay, lesbian, bisexual and trans-gendered lifestyles and agrees to do nothing to defeat this purpose at anytime during the event.

Controlled Substances: No controlled substances including tobacco products will be sold or displayed.

Limitation of Liability, Indemnity and Release: Neither OBX Pride, Inc. nor any of its officers, agents, volunteers, employees, independent contractors or other representatives shall be held liable for, and they are expressly released from, liability for any damage, loss, harm or injury to the person or property of the Vendor/Exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause. Vendor/Exhibitor shall indemnify, defend and hold harmless OBX Pride, Inc. and any of its officers, agents, volunteers, employees, independent contractors, or other representatives (a) from and against any and all claims arising from any acts, failures to act or negligence of Vendor/Exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, (b) from and against any and all claims arising from breach of, or default in the performance of any obligation on Vendor/Exhibitor's part to be performed under these terms and conditions, and (c) from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action. Under no circumstances shall OBX Pride, Inc. be held liable for consequential, indirect, special, or punitive damages of any kind, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the booth, or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability, or otherwise.

Vendor Application—Outer Banks Pridefest

Sponsoring Organization Name

Contact Person Name and Phone Number

Mailing Address

Email Address and Website Address (if any)

Date of Application

Number of 10 foot by 10 foot Booth Spaces Needed

Description of Activity/Exhibit and/or merchandise

Public Information About Your Entry (Press Release Information to be Listed on our Website, etc.)

By signing below I certify that I have read and understand the application instructions and rules for participation. As the primary contact person I understand I will be the only person contacted to inform the organization of important information, dates and requests for additional information. I further understand that participation in this festival is a privilege and will adhere to the letter, the spirit and the principles of this event. **THIS IS A BINDING LEGAL CONTRACT** and I am 18 years of age or older and have been authorized by my sponsoring organization to enter into this contract.

Signature

Title

Date

Please mail this application and your holding check to (please make check payable to OBX Pride):

Sheila Diehm, 608 Angler Way, Kitty Hawk, NC 27949