



P.O. Box 91031, Cleveland, OH 44101 FAX: 216-226-0004

2009 Exhibitor/Vendor Registration

Communicating with Cleveland Lesbian-Gay-Bi-Trans-Pride, Inc

Welcome to our family, Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. (hereinafter referred to as **Cleveland Pride, Inc.**) You may participate in Cleveland Pride, Inc. in many ways, those include: various planning committees, or "day of" as a volunteer, a parade participant, an exhibitor, a vendor, an entertainer, or other service provider. You have various ways to contact members of the Board or our coordinators. We encourage you to use ExecutiveBoard@clevelandpride.org when needed to speak directly to our Board President, Vice-President, Treasurer, or Secretary. All other communications should be directed to Vendors@clevelandpride.org to assure quick and responsive service from our organization.

Key Registration Dates:

Early-bird pricing deadline is **March 8, 2009**, which allows you to take advantage of our reduced rates, with an additional \$50 reduction. Those registered by **March 31st**, receive a \$25 reduction off of the already reduced Early-bird rates and a *free listing* in the Pride Festival Program. **Vendors requiring Pride to acquire permits must submit application and certificate of insurance by May 15th.**

Event Schedule:

Cleveland Pride, Inc. Parade and Festival 2009 is a one-day event that will be held Saturday June 20th, 12 p.m. – 9:00 p.m. The Parade will be held on Saturday with step off at 12:00 NOON leading to Voinovich Bicentennial Park. Exhibitor and Vendor tear down will commence no earlier than 9:00 pm.

This application is required for the following Pride Participants:

- ✓ Commercial Exhibitor/Booth
- ✓ Non-Profit Exhibitor/Booth
- ✓ Food Vendor/Booth

Need Support?!, contact the following individuals as appropriate

Vendors@clevelandpride.org

FAX: 216-226-0004

Voice: 216-226-0004

No alcoholic products may be advertised or sold at the event. No products, services, information may be promoted, advertised, sold or distributed or otherwise presented at the event without expressed, written consent of Cleveland Pride, Inc.



Cleveland
Lesbian-Gay-Bi-Trans
Pride, Inc.

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EXHIBITOR/VENDOR INFORMATION

BUSINESS/ORGANIZATION CONTACT INFORMATION -

Name Of Company		Primary Contact Name	
Street Address		Website URL:	
City, State, Zip		Email Address:	
Primary Phone Number (for daytime contact):		FAX Number:	
Alternate Phone Number (for evening contact):		VENDOR Federal ID:	
501(c)3 certificate # (if appropriate)		VENDOR SSN#:	
Description of business services, products, or materials to be distributed or sold:	<p>Note: food vendors must provide federal ID or SSN Permanent Food Vendors must submit their Food Permits</p>		
Day of festival contact name:		Mobile Phone Number:	

- **Non-profits must enclose a copy of their IRS 501c3 status; prices guaranteed by postmark or online payment processing.**
- **All booths are sold as a 10 x 10 space. If you find that you need more space please mark the appropriate booth size below.**
- **All applications received after May 31st 2009 will have an additional \$100.00 late application fee and the vendor is responsible to obtain all required permits. Copies of permits must be provided to Pride 5 days prior to the Festival date.**



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Single Booth	Early Bird Rates Effective until March 15, 2009	2009 Rates Effective March 16, 2009	
Booth size (only for booths bigger than 10x10)	<input type="checkbox"/> 10x20(\$100 up charge) <input type="checkbox"/> 20x20(\$300 up charge)	<input type="checkbox"/> 10X30(\$200 up charge) <input type="checkbox"/> 20X30(\$400 up charge)	\$
for-profit with food	\$300	\$360	\$
for-profit	\$250	\$280	\$
non-profit*, with food	\$200	\$225	\$
non-profit*, selling items	\$175	\$190	\$
non-profit*, informational items only	\$150	\$165	\$
PREMIUM LOCATION – highest traffic	\$100	\$100	\$
PURCHASE CANOPY (see below) <ul style="list-style-type: none"> • I own a canopy (circle YES) • If No, purchase---> 	\$100	\$125	\$
PERMITS – <ul style="list-style-type: none"> • Food Handlers - temporary • Fire – charcoal • Fire – wood • Fire – gas • Electrical – 110/220 	\$50 \$25 \$25 \$25 \$55	\$60 \$35 \$35 \$35 \$65	\$ \$ \$ \$ \$
Additional Items <ul style="list-style-type: none"> • 1 additional chair • 2 additional chairs • 1 additional table 	\$5 \$10 \$15	\$10 \$15 \$20	\$ \$ \$
ICE – Pride will sell ice on site <ul style="list-style-type: none"> • \$2.00 per bag • \$14.00 / 8 bags 	quantity->		\$
SUBTOTAL			\$
MANDATORY DEPOSIT	\$75	\$75	\$75
LATE REGISTRATION FEE (POST MAY 31 ST 2009)		\$100	\$
GRAND TOTAL AMOUNT			\$



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PAYMENT:

Our preferred method of payment is via Credit Card through our secure PayPal Account on the www.clevelandpride.org website through clicking on our Donation button on the left of our home page prior to May 15, 2009.

Make Checks Payable to **Cleveland Lesbian-Gay-Bi-Trans Pride, Inc.** before May 15, 2009.

All other payments after May 15, 2009 **MUST** be by **MONEY ORDER** or **CASHIERS CHECK**. Mail or fax completed application, payment (501c3 document if non-profit organization) and proof of insurance to Cleveland Pride, Inc., P.O. Box 91031, Cleveland, OH 44101 or Fax 216-226-0004.

COVERED CANOPY REQUIRED:

All exhibitors/vendors are required to cover exhibitor/vendor area with a free standing canopy. Exhibitors/vendors with trucks or trailers which contain or provide a built-in cover are excluded. Cleveland Pride will purchase a canopy on behalf of vendors for a fee of \$125. Purchased canopies will be owned permanently by the exhibitor or vendor.

CERTIFICATE OF INSURANCE:

Must accompany all Vendors registrations.

VOLUNTEER APPRECIATION RAFFLE

Volunteers are the work engine of pride. Would you like to contribute raffle items for the volunteers?	Yes! (list items)
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EXHIBITOR / VENDOR RULES & REGULATIONS

Communicating With Deaf and Hard of Hearing Individuals at Pride:

Did you know that deaf and hard of hearing individuals comprise 10% of the population in the United States? To make sure that you are reaching this large and diverse population, please provide information in a visible (written) format. When selling food, drink, or clothing, please use posters, banners and brochures or signs to indicate prices and sizes, enabling deaf or hard of hearing individuals to easily shop at your booth. Consider providing laminated menus or sample items of different sizes so that deaf or hard of hearing individuals can point to their selections when placing orders. Your cooperation in creating an accessible environment for deaf and hard of hearing people at the Cleveland Pride Parade and Festival will be greatly appreciated.

Product Exclusivity:

Product exclusivity is only granted to those companies that pay an exclusivity fee established by Cleveland Pride, Inc.. Please call Cleveland Pride, Inc. for details. Cleveland Pride, Inc. reserves the sole right to determine who will be granted exclusivity and to determine the number of businesses that sell similar products and/or services.

Trademarks:

Cleveland 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 the agreement with Cleveland Pride, Inc. and will result in expulsion from the Festival. Trademarks registered to Cleveland Pride, Inc. include: Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. and Cleveland Pride, Inc.

Your Space:

Exhibitors will have a 10'x10' area with a 6-foot table and two folding chairs. One additional table and/or up to two additional chairs can be ordered per booth. If you need an additional booth or more space than this, contact us to make arrangements. We have "Premium Location", they are the highest traffic areas for vendors within the Festival. They are the front row (between the main gate and the main stage) and the diagonal walk (in front of the main stage). Because these locations are so highly requested, we are offering guaranteed placement with a surcharge. There is limited availability, so these spots are offered on a first come, first serve basis. These spots are NOT available to food vendors; we will still have our prominent food court.

Placement:

Cleveland Pride, Inc. has final determination over the placement of all exhibitors. Cleveland Pride, Inc. reserves the sole right to place exhibitors on any location that it deems fit.

Noise:

As a courtesy to other exhibitors, vendors, and attendees, please limit amplified sound from your booth.

Firearms:

Firearms, loaded or unloaded, concealed or exposed are strictly prohibited from any float or walking group throughout the parade or at any exhibitor or vendor booth area at the Pride Festival at Voinovich Park. Exclusions include Cleveland Pride, Inc. hired Cleveland Police officers pertaining to security contracts.

Insurance and Exhibitor/Vendor Permits:

All participants must provide their own insurance and sign the Hold Harmless Agreement, which is included in this packet. It is the responsibility of each Vendor to obtain the necessary permits from the State of Ohio. Permit information is available by calling the Ohio State Department of Taxation at 1-888-405-4039.

Deposits:

A deposit is required by every vendor. The deposit is refunded to you by mail within two weeks after the event.

Payments:

Payment, including any applicable fees, must be made in full. Payment may be made using a major credit card, check, money order or cash. Checks and money orders should be made payable to Cleveland Pride, Inc. Cash payments can only be made in person at Cleveland Pride, Inc., 11100 Detroit Avenue, Cleveland, OH 44102 - Do not mail cash! Partial payments or invoicing will not be accepted. Receipts can be issued only by request. All checks must clear the bank upon first presentation or you may be barred from participation on the day of the event, without prejudice to any other rights or remedies available to Cleveland Pride, Inc. Full payment and all required paperwork must accompany your application to be complete. Incomplete applications will be returned to sender, hindering your eligibility for available spaces. Postdated checks are not accepted. You can apply and pay online with a credit card for Pride 2009. Please visit our website for additional information at www.ClevelandPride.org.

Deadlines:

The application deadline is 5:00 p.m. on May 31st, 2009 at 5pm. **Late applications have no guarantee of accommodation.**

Contract:

This registration form serves as our contract.



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Confirmation Process:

You will receive a call prior to the event confirming your participation as a participant. You will also receive an email with your booth assignment, if applicable, and check-in instructions the week of the Pride Festival.

Deposits:

Deposits will not be returned if you leave your area in disorder, damage the facilities or on-site equipment, start taking your booth down before the official festival closes, leave early, or do not check out with the exhibitor coordinator. By submitting this form, you (and your organization) agree in good faith that you do not discriminate on the basis of race, color, national origin, age, religion, disability, gender or sexual orientation.

AGREEMENT TO RULES, REGULATION, TERMS & CONDITIONS:

I, Exhibitor or Vendor, have read and agree and will abide by all the rules, regulations, terms and conditions of the Cleveland Pride Contract as stated herein. I have the authority to contractually bind Exhibitor or vendor to this Contract. I authorize the charges stated above; Payment in full must accompany registration by May 15, 2009.

Exhibitor Authorization Signature _____ Date _____

TOTAL AMOUNT: _____

Accepted By Cleveland Pride _____ Date _____

PREFER THAT CREDIT CARD PAYMENTS BE MADE BY VENDOR VIA PAYPAL ON OUR SITE AT WWW.CLEVELANDPRIDE.ORG

All Credit Card Payments are to be made online at www.clevelandpride.org, click on the DONATE button on the left of page.

(Finding your Card Verification Number)

(The card verification number is the last three digits printed on the back of your credit card in the signature panel)

REGISTRATION CHECKLIST

(Please check all appropriate boxes – Incomplete applications will not be accepted)

Check enclosed to CLEVELAND PRIDE, INC. **or** Online Credit card transaction has been processed

Completed & Signed Contract certificate of insurance payment

copy of permanent food vendor permit

Deposit Return Information:

Name: _____

Mailing Address: _____

City, State, Zip: _____



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Cleveland Lesbian-Gay-Bi-Trans Pride, Inc.
Terms & Conditions

- ✓ **LIMITATIONS:** Exhibition is limited to those persons, firms, and Companies that have contracted with Cleveland Lesbian-Gay-Bi-Trans Pride, Inc., for exhibition space in the Voinovich Park facility. Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. reserves the right to reject or prohibit any exhibit, proposed exhibit, or part thereof, which, in Cleveland Lesbian-Gay-Bi-Trans Pride, Inc.'s sole discretion, is not suitable to and in keeping with the character of the Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival.
- ✓ **ASSIGNMENT:** Exhibitor may not assign its contract for exhibit space or permit any other person and/or Company to use any part of such space without the written approval of Cleveland Lesbian-Gay-Bi-Trans Pride, Inc.
- ✓ **COMPLIANCE WITH FIRE CODES:** All exhibit and booth materials, particularly drapes, covers, curtains, and table covers must comply with federal, state, and city fire laws, insurance underwriters, and exhibition safety regulations, and must be flameproof. All packing materials are to be removed from the exhibition area upon completion of booth arrangement. Exhibitor is strictly prohibited from utilizing in its exhibit, any materials other than those materials which will pass fire inspection.
- ✓ **AREA OF SOLICITATION:** Exhibitor is permitted to demonstrate products, solicit orders, and distribute advertising matter only from its assigned Booth.
- ✓ **PROHIBITIONS:** The following is prohibited at the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival: the selling of balloons or the use of balloons in displays; Cleveland Pride is the exclusive vendor of water, pop and juice. The displaying of logos and/or names of sponsors or entities which are not the Exhibitor's; and the distributing information on behalf of individuals or Companies which are not the Exhibitor.
- ✓ **AUDIO/VISUAL EQUIPMENT:** Motion picture, video tapes, compact discs, cassette tapes or any other types of audio/visual presentation will be permitted only in those locations and in such intensity as does not interfere with neighboring exhibitors, to be determined by Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. by its sole discretion.
- ✓ **LICENSING:** Exhibitor assumes full responsibility for any copyright infringements and all charges, including all licensing fees such as those required by ASCAP, BMI, or any other like or similar licensing group, that may occur on account of their activities at the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival, and agrees to indemnify and hold harmless Cleveland Lesbian-Gay-Bi-Trans Pride, Inc., its successors or assigns as it now or hereinafter may be constituted from any and all claims, losses or expenses incurred with regard thereto. Exhibitor, upon request, shall provide Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. with written proof that all copyright provisions and laws have been satisfied by Exhibitor or some other party on Exhibitor's behalf.
- ✓ **SECURITY:** Exhibitor must make provision for the safekeeping of its goods and exhibit materials from the time they are placed in Exhibitor's booth until they are removed. Security guards may be employed for the duration of the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival, but Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. will not be responsible, nor act as guarantor, for the safety of exhibit materials against fire, death, accident or any loss or injury whatsoever. Exhibitor agrees to assume all liability for damage to its own goods and to the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival facility by reason of the exhibit and its presence in the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival.
- ✓ **STORAGE:** In the event that Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. or any other entity provides storage space for the securing of items for Exhibitor, liability restrictions set forth in the preceding paragraph for Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. shall apply to such space. No representative of Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. is empowered to accept liability for merchandise or exhibit materials without written authorization from a Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Executive.
- ✓ **PERSONAL IMAGES:** Exhibitor acknowledges that any image, likeness and personality may be captured on photograph, video, sound recording, live action internet transmission and on other media (the "Personal Images"), and that Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. may wish to use these Personal Images for promotional and other affiliated business purposes. The Exhibitor shall relinquish and forever waive all of their rights relating to the content of the Personal Images and their being captured, reproduced and used (whether or not for profit) on any such media form(s), including any privacy rights or rights to be compensated for the commercial use of the Personal Images that they may have, and further relinquish and waive any copyright, moral rights or any other rights that the Exhibitor may have in the content or use of the Personal Images.
- ✓ **DAMAGES:** Exhibitor assumes all responsibility for damages to the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival facility and it shall indemnify and hold harmless Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. from all liability that might result from any cause whatsoever including accidents or injuries to Exhibitor, its agents or employees. Exhibitor further agrees to hold harmless Cleveland Lesbian-Gay-Bi-Trans Pride, Inc., its officers, employees, members, delegates, contractors and volunteers from any and all liability to any person or persons for or by any reason of any act or omission of Exhibitor, or any of its agents or employees. Indemnity includes, but is not limited to, claims for copyright, trademark or patent infringement, unfair competition and product liability.



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Cleveland Lesbian-Gay-Bi-Trans Pride, Inc.
Terms & Conditions
(Continued)

- ✓ **CANCELLATION BY Cleveland Pride, Inc.** Cleveland Pride, Inc. makes no assurances of your success. In the event that Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. shall fail to hold the Festival as herein provided, or if by reason of fire, wind, terrorist attack, storms or any other cause or condition beyond the control of Cleveland Lesbian-Gay-Bi-Trans Pride, Inc., the Festival facility becomes unavailable, Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. shall not be liable to Exhibitor or vendor for any loss or damage suffered by Exhibitor or vendor as a result of such cancellation, postponement, or relocation of the Festival. Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. reserves the right to cancel this contract for any reason. Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. will not be responsible for any damages or costs associated with cancellation except for a full refund of any payments made to Cleveland Lesbian-Gay-Bi-Trans Pride, Inc.
 - ✓ **CANCELLATION BY EXHIBITOR:** You may cancel your application at any time until May 15, 2009 by 5:00 PM and receive a refund of all fees paid, minus 50% processing fee. Refunds will be paid within two weeks following the event. Cancellations made after 5:00 PM on May 15, 2009 will not be refunded. Exhibitor "NO SHOWS" on the weekend of the event will not be refunded. Any assigned spaces not checked-in and occupied by 11:00 AM on Saturday, June 20, 2009 will be forfeited. All cancellations MUST BE IN WRITING.
 - ✓ **SET UP AND BREAK DOWN OF BOOTH:** Exhibitor shall move in all materials and construct all displays during the specifically designated move in period. In the event that Exhibitor fails to move all materials during the designated move-in time period, Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. shall have the right to terminate this contract and reassign the Exhibitor's space. Exhibitor shall dismantle and remove from the Exhibition location all booths and displays during the designated move out period. Exhibitor shall be prohibited from removing any booths and display materials except during the designated move-out period.
 - ✓ **VIOLATIONS:** Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. reserves the right to remove from the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival premises the Exhibitor and any or all of the property of the Exhibitor should the Exhibitor violate any of the Rules, Regulations, Terms and Conditions of the Contract. This right may be exercised without prior notice and without hearing. The Exhibitor will not be entitled to a refund of any amount if there is any violation or default.
 - ✓ **DEFAULT:** Any of the following actions by the Exhibitor shall constitute a default in this agreement: failure to follow any of the procedures and policies described herein, including payment provisions; use of display equipment, products or services which varies in any way from the description set forth in the application and agreement; disruptive behavior of any kind; and, violation of any municipal, state or federal laws, including safety code.
 - ✓ **VOINOVICH PARK - CLEVELAND LESBIAN-GAY-BI-TRANS PRIDE, INC. PARADE AND FESTIVAL FACILITY RULES:** Exhibitor is required to follow all rules, regulations, terms and conditions of the Voinovich Park - Cleveland Lesbian-Gay-Bi-Trans Pride, Inc. Parade and Festival facility.
- **All food vendors must submit a copy of their proposed menu for the event. This is to allow approval from our board so that too many food vendors are not providing the same foods and to allow fair sales among all of our vendors. Thank you.**