

CHARLOTTE PRIDE POP UP PRIDES

VENDOR POLICIES, TERMS & CONDITIONS

Vendor agrees to follow all policies, terms and conditions outlined and enumerated below. These policies, terms and conditions may not be altered, edited, amended or otherwise changed without permission of Charlotte Pride.

Failure to comply with the policies, terms and conditions grants Charlotte Pride or its authorized agents of the right to:

- Immediately terminate the vendor agreement;
- Require Vendor, upon notice of violation, to cease operations and vacate the festival premises; and
- Forfeit any and all fees paid to Charlotte Pride for the right and privilege of participating in the Charlotte Pride Festival.

Submission of Vendor application constitutes review and acceptance of the following policies, terms and conditions:

1. **Application Review:** All Vendor applications are subject to review by Charlotte Pride and are generally reviewed and processed on a first come, first served basis. If approved, Vendor will be notified of preliminary approval via email. Charlotte Pride reserves the right to restrict the number of similar vendors. Charlotte Pride reserves the right to approve or deny a vendor application for any reason.
2. **Payment:** Full payment must be received for you to gain official approval and be assigned a vendor space. Payment must be received within 30 days of approval notice and invoice or application will be voided.
3. **Refunds:** Requests for refunds must be made in writing to Charlotte Pride and received by Charlotte Pride no later than August 18. Absolutely no refund requests will be processed after this date. All refund requests, if approved, will be subject to a \$75 processing fee.
4. **Permits/Licensing/Insurance:** Vendor is required to obtain, at Vendor's own expense, any and all permits, licenses, and/or insurance that may be required by the City of Charlotte and/or Mecklenburg County, and/or the State of North Carolina.
5. **Sales Tax:** Vendors selling any merchandise/services subject to North Carolina sales tax assume all responsibility and liability for collection and remittance of such tax.
6. **Approved Vendors & Space Use Regulations:** Charlotte Pride restricts the distribution of literature, merchandise, etc. to approved vendors with assigned booth space only. Vendor activities are restricted to Vendor's assigned space and all Vendor activities must be contained within Vendor's assigned space.
7. **Booth Space:** Each non-food booth space will be 10' x 10' and includes one table and two chairs. Tents, tent walls, or requests for additional tables and/or chairs are not able to be honored for 2021 due to space restrictions. There are no refunds or fee reductions for unused tables/chairs. Vendors may register for more than one booth space. Vendor may not exceed the parameters of their purchased spaces.
8. **Booth Assignment:** Charlotte Pride will attempt to accommodate placement requests but makes no guarantee that requests for specific placement/location will be granted. Booth placement will be at the sole discretion of Charlotte Pride.

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9. **Non-Transferable:** Booth space is non-transferable and may not be reassigned or resold to a third party without express written permission of Charlotte Pride.
10. **Shared Space:** Vendor space may not be shared without prior written approval from Charlotte Pride.
11. **Electrical Access:** Access to electricity is unavailable for 2021.
12. **Personal Generators:** Due to City/County safety and noise restrictions, personal generators will not be permitted.
13. **Personal Tents:** Vendor may supply a personal tent for Vendor use during the festival. Tents/shade structures may be no larger than 10' x 10' and may have no more than 3 sides/walls installed during festival hours. Any tent/shade structure brought in by Vendor must be properly weighted per Charlotte Fire Code, which requires a minimum of 40 pounds per leg on all tents/shade structures. Vendor must supply tent anchors for their tent. Tents may not be anchored with stakes or tied to any trees, benches or other structures/fixtures (this may result in fines/penalties from the City of Charlotte). Fairly to supply proper weights may cause expulsion from festival grounds.
14. **Rental Items:** Vendor shall leave all rental items, including tables, chairs, tents, anchors, etc. in the assigned booth space at the conclusion of the festival. Any unreturned items will be invoiced to Vendor.
15. **Clean Up:** Vendor agrees to clean booth space at the end of the festival and remove any trash/debris or other items brought by Vendor or be subject to a \$250 cleaning fee. This includes tent weights. Vendors may not dispose of sand in trash facilities on site.
16. **Vendor Operating Hours:** All vendor booths must be open during festival operating hours. Event operating hours are subject to change. Notice of any change will be communicated via email. Booths must be cleared no later than 90 minutes following the conclusion of Sunday's events.
17. **Food Vending:** Food vending will be limited to designated food vendors completing the appropriate application, including the required TFE permit application and checklist.
18. **Beverage Sales & Distribution:** Charlotte Pride reserves all rights to the sale and distribution (including free) of all alcohol and water during the event. Vendor may not sell or otherwise distribute any beverages without written permission from Charlotte Pride.
19. **Adult Materials:** Vendor acknowledges that any materials of an adult nature shall be displayed subject to applicable Federal, State, and Local laws and regulations regarding the display or distribution of such materials. Vendor agrees to remove from display/distribution any materials deemed offensive or inappropriate by Charlotte Pride.
20. **Charlotte Pride Logo/Brand:** Vendor shall not display, offer for view, take orders for or sell any items that are imprinted, emblazoned, marked, or branded with Charlotte Pride's logo or in any way presented as official Charlotte Pride merchandise without prior written permission of Charlotte Pride.

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21. **Prohibited Items:** Vendor shall not display, offer for view or sell any illegal or contraband items. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items. The laws of the State of North Carolina and local ordinances of the City of Charlotte and Mecklenburg County shall apply.
22. **Prohibited Behavior:** Vendor may not taunt, abuse or engage in a verbal or written altercation with any event attendee, other vendor, entertainer or other participant. Vendor may not engage in any action that may be in direct conflict with the purpose, mission, values and/or spirit of Charlotte Pride. Violators shall be subject to removal at the discretion of Charlotte Pride.
23. **Lost Items:** Vendor accepts all responsibility and liability for any losses due to theft or damage. Charlotte Pride assumes no responsibility for any loss due to damage or theft.
24. **Parking:** Charlotte Pride does not provide Parking. Any illegally parked vehicles or vehicles left onsite after load in/out times are subject to tow at owner's expense.
25. **Attendance:** Charlotte Pride makes no representation or guarantee with regard to actual attendance numbers.
26. **Rain or Shine:** The Charlotte Pride festival is a rain or shine event.
27. **Hold Harmless:** Vendor understands that Charlotte Pride has no control over external elements/events that may prevent and/or disrupt the festival and agrees to hold Charlotte Pride harmless for any losses arising out of such elements/events, including but not limited to: protestor activities, terrorist actions, actions of local authorities, acts of God, etc. Each party hereby indemnifies and holds the other party, as well as the other party's respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorneys' fees, incurred or suffered by or threatened against a party or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Vendor Application, which claim does not result from the active negligence of the other party.
28. **COVID-19 Guidelines and Precaution:** As of mid-May 2021, the CDC has removed the requirement for vaccinated adults to wear masks in public and Governor Cooper has removed gathering limits. As such, Charlotte Pride does not anticipate mask or capacity limits for our 2021 Parade, but we reserve the right to change this as necessary to follow any updates from local or federal authorities.

Thank you for your application to participate in the Charlotte Pride Festival.