



2023 Vendor Policies and Regulations

I. General Terms and Conditions

This section applies to all Vendors, whether for profit or not-for-profit.

1. Important Dates, Prices. The following dates and prices shall apply to all vendors unless otherwise stated by a member of the Kenosha Pride, Inc. (Organizer) Board of Directors.

Each booth will be provided 1 table and 2 chairs.	Early January 1, 2023 - March 15, 2023	Regular March 16, 2023 - April 30, 2023	Late May 1, 2023 - June 11, 2023
10' x 10' (Non-Profit)	\$45.00	\$50.00	\$100.00
10' x 10'	\$50.00	\$65.00	\$100.00
Food Vendors	\$50.00 per 10 feet		

All booth sizes are 10' x 10' unless approved by the Kenosha Pride, Inc. Director of Events or Director of Fundraising. Booth sizes exceeding 10' x 10' shall be charged an additional fee to be determined by Kenosha Pride, Inc.

Full payment is required before you will be approved to vend at Kenosha Pride.

All applications to vend at Kenosha Pride are reviewed on a first come first served basis.

Full payment and all required documents must be received no later than June 11, 2023.

2. Application, Acceptance, Approval. The application for participation is subject to approval and acceptance by the Organizer and Event availability. An initial review of application shall determine tentative approval or denial of participation at Event. Participation shall only be considered APPROVED once all documents and fees are received. Organizer may limit the number of like Participants in Organizers sole discretion.
3. Force Majeure. The Organizer will not be liable or responsible to any Participant, or be deemed to have defaulted under breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions or any Event-related rules, when and to the extent such failure or delay is caused by any: (i) acts of God, including weather; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) national or regional emergency, including, but not limited to, a

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new or continued outbreak of COVID-19 virus or any other infectious disease outbreak or pandemic; or (v) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority (each of the foregoing, a “**Force Majeure**”), in each case, provided that such event is outside the reasonable control of the Organizer and the Organizer uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

4. Participant Termination/Cancellation. Participant may not terminate these Terms and shall not be entitled to any refund from the Organizer with regard to the Participant’s participation in the Event after applicable fees have been paid.

While no Participant shall be entitled to a refund, each refund shall be in the sole discretion of the Organizer based upon timing of the termination/cancellation, the number of Vendor Participants, etc. No participant shall be entitled to a refund based on a Force Majeure event. All requests for refund must be submitted in writing to info@kenoshapride.org.

5. Organizer Termination; Rejection and Refusal. Organizer may terminate these Terms and the Participants participation in the Event, immediately if any Participant breaches these Terms or the Participants participation in the Event would cause harm to the Organizer or the Event, as determined in the sole discretion of the Organizer. No participant shall be entitled to a refund from the Organizer if the Organizer terminated the Participants participation in the Event (or any portion thereof) pursuant to this Section 5.

Organizer reserves the right to refuse applications by any Participant to participate in the Event if: (i) the Participant’s participation is inconsistent or in conflict with the mission of the Organizer or the Event or (ii) the Participant’s participation could be detrimental or harm the successful completion of functioning of the Event, all as determined by the Organizer in its sole discretion.

Finally, the Organizer reserves the right to exclude any potential Participant for any reason. The Organizer makes decisions based on creating an active and exciting Event. Participants may appeal decisions of Termination to the President of Kenosha Pride, Inc., whose decision shall be final.

6. Release and Indemnification. BY PARTICIPATING IN THE EVENT, PARTICIPANTS AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE ORGANIZER, ITS BOARD OF DIRECTORS, ITS AFFILIATES AND SPONSORS, AND SUPPLIERS OF MATERIALS OR SERVICES RELATED TO THE EVENT (INCLUDING CITY OF KENOSHA, RETAILERS, AND ADVERTISING, PROMOTION, FULFILLMENT AND MARKETING AGENCIES) AND ALL OF THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, DIRECTORS, OFFICERS, SHAREHOLDERS, AND AGENTS (COLLECTIVELY “**RELEASEES**”) FROM ANY AND ALL

CLAIMS MADE BY PARTICIPANTS OR ANY OTHER THIRD PARTIES, LIABILITIES OR DAMAGES RELATED IN ANY WAY TO THE OPERATION OF THE EVENT, AS WELL AS ANY AND ALL CLAIMS, DAMAGES OR LIABILITY FOR ANY INJURY, THEFT, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH IS RELATED TO THE EVENT, PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE EVENT.

Organizer reserves the right to terminate, suspend, cancel, or modify the Event or these Terms, without notice. Releasees are not responsible or liable for any Force Majeure event. Organizer and Releasees make no representations and no guarantees (and shall not be liable for) regarding attendance at the Event.

7. Laws; Regulations. While participating in the Event, all Participants must follow all applicable laws and regulations in addition to these Terms, Conditions, and Policies. Any violations of any applicable laws or regulations is strictly prohibited, and the Organizer shall not be liable or responsible for any such violations. The Organizer reserves the right to terminate each Participant's participation in the Event (or any part thereof) due to a violation of any applicable law or regulation. No Participant or attendee at the Event may display, offer for view, sell, or consume any illegal or contraband items at the Event.

8. Payments. Payment is accepted by Credit/Debit Cards, Check, Money Orders, and Cashier's Checks. The organizer reserves the right to charge a \$35 fee for any returned checks.

9. Contact Information. Any questions or concerns regarding participation as a vendor or exhibitor should be directed to the following contact:

Anthony Griffin
Director of Events
events@kenoshapride.org

Dan Seaver
President
president@kenoshapride.org

II. Vendor Participant Terms and Regulations

This section shall inform all Participants of specific Terms and Regulations for participating in the Event.

1. Hours; Set-up and Operations.

- a. Set-up: Set up of a Participants booth may only take place after Participant has checked in, completed all documents, and paid all fees. No Participant may arrive before 10:00am unless expressly permitted by Organizer.
- b. Operation: Event hours of Operations shall be from 12:30pm until 9:00pm. All Participant booths are to be open at the start time. Participants may begin to close at 6:00pm and must close at 8:00pm. Any operations outside of these times must be approved by Organizer.

2. Insurance; Waiver of Liability. The Organizer does not provide any insurance coverage and will not accept payments for insurance or insurance-related costs. Acceptable proof of insurance is a General Liability Declarations Sheet (GL Dec Sheet) or Acord Form (provided by the insurance carrier). The Organizer may request proof of insurance coverage at any time before or during the Event.

A Waiver of Liability **WILL BE REQUIRED** before any Participant may set up its booth at the Event.

3. Sellers Permit; Sellers Information. As required by state law, all Participants engaged in the selling of goods or services, whether that sale finalizes at the Event or is a result of participation at the Event, must provide Organizer with a copy of Participants Sellers Permit or complete the WI Form S-240 upon check-in before Participant may set up its booth at the Event.

4. Booth Space; Provided Materials. Organizer shall provide each Participant booth space with one (1) table and two (2) chairs. Participant may request additional tables and chairs at a cost, and must be requested in advance of the Event. Organizer does not promise or guarantee any Participant location unless arranged in advance and approved by Organizer. Organizer has sole discretion as to placement and locations of all Participant booth locations. All Participants must properly clean their assigned area prior to departure. Organizer may impose a fine of up to \$50 to clean Participant's booth area.

5. Electricity and Water (non-bottled). Organizer does not provide Electricity or Water to Participants. Any Participant needing electricity may use a free standing generator. Organizer does not rent or provide generators for Participant use, therefore Participant shall be responsible for providing a generator if needed. Organizer is unable to guarantee access to potable water on Event grounds. Participants in need of water shall be responsible to provide their own.

6. Canvassing; Soliciting; Sales. **Only Participants with paid booth space may solicit/canvass/sell within the Event grounds.** And must always be within ten (10) feet of their purchased and assigned booth space when soliciting attendees. All Canvassers/solicitors as part of a Participant booth must be **clearly identifiable** with the Participant they are representing. Canvassers/Solicitors are to be respectful of space being utilized by other Participants and are asked not to conduct conversations, surveys, sales, etc. directly in front of another Participant's booth.
7. Parking; Vehicles. Unless approved by Organizer, no Participant shall operate a motorized vehicle on the Event grounds prior to, during, or after the Event. Food Vendors shall be permitted to drive onto the grounds prior to the start of the Event. If a Food Vendor Participant must leave prior to the end of the Event, Participant **MUST** arrange with Organizer to safely escort the motorized vehicle off Event grounds. Parking is available on the West side of the Event grounds in the Kenosha Municipal Building/ Transit Parking lot and South of the Event grounds. Parking on 6th Avenue is **PROHIBITED** unless express written permission is granted by Organizer. Organizer is not responsible for any tickets or towing expenses for Participants who park in unauthorized areas, including in front of event on 6th Avenue.
8. Prohibited Items/Sales/Terms/Phrases. **No Participant shall engage in the sale or distribution of any food or beverage without the approval of the Organizer, including free distribution. Exception shall be allowed for individually wrapped/packaged candy and food or beverage to be consumed by Participant.** No Participant shall engage in the sale or distribution of any illegal items or materials. No Participant shall engage in the sale or distribution of any adult themed items without approval from the Organizer. No Participant shall use the phrases "Kenosha Pride", "Pride 2023", "Pride Festival" or any derivative of such without express written permission from the Organizer.
9. Weather; Tents. The Event is considered a "Rain or Shine" event. Participant shall be prepared for all possible weather outcomes, including but not limited to, heat, rain, wind, etc. Organizer does not provide materials or supplied to address inclement weather. Organizer does not provide tents to Participants. Participant may provide their own tent, not to exceed the size of space they have received (generally 10' x 10' unless otherwise approved. Participant shall be responsible to secure their tent via staking or weights.

I, and all persons associated with the Participant/Applicant, will abide by the Terms set forth by Kenosha Pride, Inc. and all applicable Laws and Regulations.

Signature of Applicant

Date