



Miami Beach Gay Pride Inc and Exhibitor Agreement

I. When

Miami Beach Gay Pride Inc (hereafter, referred to as "MBGP") is a 2 Day Festival: Saturday April 8, 2016 from 12pm-10pm and Sunday, April 10, 2017 from 12pm-10pm.

II. Where

MBGP Festival will take place in Lummus Park, Miami Beach, FL. Exhibitor Area spans from 10th Street to 14th Street.

III. What

Exhibitors have the opportunity to rent a 10 ft x 10 ft, **TENTED SPACE** with (2) chairs and (1) 6 ft table and (1) disposable garbage can (hereafter, referred to as "Space") at a Non-Profit or For-Profit Rate. Individual tented corner area will be available for additional fees based on availability and given on a first come, first serve basis.

IV. Exhibitor Space Assignment

Exhibitor's Space is allocated, as they are being sold based on availability and given on a first come, first serve basis.

Reservation confirmation is defined as receipt of funds and your signature acknowledging that you have read and understand the rules and regulations.

Every effort shall be made to supply Exhibitor with their location choice; however, MBGP reserves the right to make changes in booth assignments in the case of rare, unforeseeable circumstances.

In order to be placed in the Pride Map, you must be registered by March 1, 2017.

V. Set Up & Break Down

Set Up

Since the Festival is set up between Ocean Dr and our beautiful beaches, MBGP needs to provide our residents and tourist the safest possible experience to reach the beach. **Please note: no vehicles will be allowed to drive up on Saturday or Sunday.**

Friday, April 7, 9 am – 8 pm (Please make sure that your items are sealed and secure in a container or weatherproof box with your company name and Exhibitor assignment.)

*Cars are limited to drive up 10th Street and Ocean Dr. (By Appointment Only between 9am and 8pm) You will be able to drive up on 10th Street and park your car in a 20 Minute Stand to unload your car and our volunteers will assist taking your items to your Space.

*HEAVY EQUIPMENT – Vehicles that need access to drop off equipment at your Exhibitor Space needs to be arranged between 9 am and 12 noon and the vehicle must leave the site no later than 2pm.

*Walk Up – Exhibitors can bring items to their Exhibitor Space area between 9am and 8pm.

Saturday, April 8, 8 am - 10 pm.

***Please note: no vehicle will be allowed on Lummus Park Property Saturday or Sunday due to street closures and heavy traffic.**

*Walk Up ONLY – Exhibitors can bring items to the Exhibitor Space and drop their items at their Exhibitor space beginning at 8am.

*Exhibitors who haven't arrived for set-up by Saturday, April 09, by 11:00am risk forfeiture of their space without refund.

*MBGP require all our Exhibitors to stay open until 7pm. Exhibitors will need to make sure all trash is placed in the trash container and removal of equipment and supplies.

Sunday, April 9, 8 am - 10 pm

***Please note: no vehicle will be allowed on Lummus Park Property Saturday or Sunday due to street closures and heavy traffic.**

*Walk Up ONLY – Exhibitors can bring items to the Exhibitor Space and drop their items at their Exhibitor space beginning at 8am.



BREAKDOWN

*MBGP require all our Exhibitors to stay open until 7pm. Exhibitors will need to make sure all trash is placed in the trash container and removal of equipment and supplies.

*Once the Exhibit area closes at 9pm, all exhibitors will be required to start removing their items from the exhibit area.

***HEAVY EQUIPMENT** – Exhibitors that have heavy equipment that will require a vehicle to move, will not be able to move their equipment until the Dance Area Closes and is clear of all pedestrians after 10:00 pm on Sunday.

*Please make sure to remove all your items

VI. Security

MBGP will provide security at the Festival site starting on Friday morning through Monday morning; however, MBGP and the city of Miami Beach shall accept no responsibility for any items stolen, lost or damaged. The Exhibitor is solely responsible for the security of all items in their booths at all times and we strongly recommend that valuables be removed nightly.

VII. Activation

On Saturday April 8th, 2017, all Exhibitors are required to open by 12 noon and, on Sunday April 9^h, all Exhibitors are required to open at 12 noon and remain until the closing of the Exhibitions area at 7pm at the earliest. All **Exhibitors** are required to clean their areas upon exit. **Failure to do so may result in exclusion from subsequent events.**

Exhibitors may not erect their own tents or coverings in that designated area without prior approval.

No food or beverage may be sold or distributed without approval; associated fees and insurance requirements may apply. **Sample sizes of products may only be distributed with prior approval.**

Exhibitors must conduct all business activities and sales within designated space ONLY. No distribution of literature, flyers, handbills, petitions, surveys, items, etc., may be conducted outside the Exhibitor space, on or about the premises, inside or out (including Parade route), without express written permission of MBGP. Violation of this rule will result in the immediate shut down of the booth.

Amplification of music or voice, which could constitute a nuisance to other Exhibitors, shall not be permitted.

All materials deemed offensive by MBGP, in its sole discretion, will not be permitted to be sold or displayed-

All state and local ordinances regarding nudity and obscenity will be strictly enforced. No indecent exposure of private body parts is allowed. Unless otherwise covered by appropriate shirts, shorts or pants, no see-through clothing, jockstraps, bras, panties, thongs, or chaps are allowed.

The Exhibitor and its employees are expected to monitor themselves in a professional manner.

All booths and exhibits must be attended at all times; personal property is the sole responsibility of the Exhibitor.

No display over 8 feet in height or extending beyond the designated area is permitted without prior permission of MBGP. All packaging materials and boxes are to be stored out of sight.

Additional tables and chairs are available for an extra fee of \$20 per table and \$10 per chair. Electricity for \$200

There will be no sharing of Space under any circumstances.

VIII. Liability

It is the Exhibitor's responsibility to pay any and all applicable state and local taxes. MBGP will submit a list of all participating vendors to the state of Florida Department of Revenue. MBGP assumes no responsibility whatsoever for collecting or emitting taxes and/or fees of any kind that may be due from any vendor.

The Exhibitor shall not display, offer for review or sell any illegal or contraband items and shall comply with all applicable laws regulations and ordinances of the state of Florida, county of Miami-Dade and city of Miami Beach.

The Exhibitor shall not display, offer for review or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at or in connection with MBGP



The Exhibitor hereby agrees to indemnify and hold MBGP harmless for any and all claims and losses arising out of or relating to a breach of this agreement or a failure of a Vendor that should arise because of such event.

Exhibitor MUST provide proof of general liability insurance and include MBGP and the City of Miami Beach as additional insured. **Exhibitors** will not be allowed to set up their Space on the day of the event unless such proof of insurance has been provided

All Food Vendors are required to clean their space before leaving. A \$500.00 deposit in addition to the food vendor registration fee is required in order to reserve a food vendor space. This \$500.00 deposit will be returned within 30 days after the event and after the City of Miami Beach sanitation inspection has been completed and approved after the event. Any and all food vendor sanitation fines from the City of Miami Beach are final and must be paid by the food vendor in full in accordance with the terms defined by the City of Miami Beach.

IX. Refunds

All fees are non-refundable.

MBGP reserves the right to deny any application. In this case, fees will be returned/refunded.

Force Majeure. The **Exhibitors** understands that MBGP has no control over weather, acts of God, acts of terrorism, or Government intervention or any other cause that may impair, prevent, end or interrupt, the festival weekend.

Breaches of this agreement are non-refundable.

Please sign below:

Exhibitor Name

Date

MBGP Expo Coordinator

Date

NAME / Executive Director

Date

***** PLEASE SIGN AND EMAIL TO FESTIVAL@MIAMIBEACHGAYPRIDE.COM *****