

PRIDE 2022 Vendor Registration Form

DATE OF REGISTRATION

/ /

BUSINESS INFORMATION

Full Name :

Business Name :

Phone Number : Email :

Email : Business Type :

BUSINESS ADDRESS

Address :

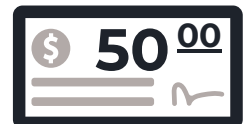
City : State : Zip Code :

VENDOR FEE

Nonprofits and Social Justice organizations are not required to pay the \$50 vendor fee. You may be required to provide a copy of your 501c3 status or justice mission at a later date.

Please mail this form along with a \$50 check or money order to:

Abilene Pride Alliance
P.O. BOX 515
Abilene, Tx 79604



CONSENT AGREEMENT

Your signature indicates that you agree to the "Pride Vendor Agreement" including the following statement:

"The Vendor agrees to the sentiment that all LGBTQIA+ individuals are complete, correct, and deserving of respect and equal treatment as they are."

Signature of Representative

THANK YOU FOR REGISTERING

We appreciate your amazing support of
the APA and Queer people in the Big Country

ABILENE PRIDE ALLIANCE

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VENDOR AGREEMENT

All booth operators/businesses may be revoked at any time after application. They will receive a full refund of their fee if this happens.

COMMITMENT.

The Vendor agrees to the sentiment that all LGBTQIA+ individuals are complete, correct, and deserving of respect and equal treatment as they are.

WHEREAS, the Abilene Pride Alliance is the Organizer and renter of Festival Gardens located at Grover Nelson Park, Abilene, TX 79602, (hereinafter referred as the 'Building'), where the Grover Nelson Park, Abilene, TX 79602 will be conducted; and

WHEREAS, VENDOR is engaged in the business of operating at Abilene Pride.

NOW, THEREFORE, it is agreed that:

PURPOSE.

Abilene Pride Alliance agrees to provide VENDOR space to conduct VENDOR's business in Festival Gardens, at Grover Nelson Park, Abilene, TX 79602. VENDOR's use of Abilene Pride Alliance's building is limited to the space selected by Abilene Pride Alliance as identified prior to the event. In general, VENDOR is guaranteed a minimum of [Insert Minimum Amount of Space Guaranteed at the Event] square feet of space. VENDOR accepts the opportunity to participate as a vendor in the Building for Grover Nelson Park, Abilene, TX 79602 commencing on September, 24th 2022 and ending on September, 24th 2022. VENDOR hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION.

The Abilene Pride Alliance area shall remain open from 2:00 pm to 11:00 pm each day the Event is in progress, unless the Abilene Pride Alliance notifies VENDOR of other hours of operation.

INSTALLATION AND TEAR DOWN.

VENDOR shall set up the facilities for sale on September, 24th 2022, between 8:00 am and 1:00 pm. VENDOR shall remove his/her facilities for sale from the Building no later than 11:30 pm on September, 24th 2022.

PAYMENT.

VENDOR is provided with the Space in the Building in exchange for \$50 to be paid upon signing this Agreement. Space locations will be assigned by Abilene Pride Alliance and provided to VENDOR in advance of the Event.

APPEARANCE.

VENDOR is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes VENDOR's responsibility to remove bulk trash. Should VENDOR fail to keep the Space in an orderly manner will result in additional removal fees.

EXTRA SERVICES

Abilene Pride Alliance is not obliged to provide telephone, water, electrical and drain services to VENDOR. VENDOR shall also be responsible for payment of other charges like electricity charges, water charges, taxes, etc. to the concerned authorities.

DISPLAYS AND SIGNS.

All displays in the building must be free-standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free-standing. Signs should not block other vendor's shops. Signs may not attach to the walls or columns of the building.

QUALITY PRODUCTS.

VENDOR shall ensure the proper quality of the products sold. VENDOR shall comply with all applicable laws as to the vendor's sales.

EMPLOYMENT OF STAFF.

VENDOR will employ adequate staff at VENDOR's own cost in order to operate the Space provided by Abilene Pride Alliance.

INSURANCE.

VENDOR is solely responsible to obtain insurance coverage on property brought into the Building. VENDOR assumes full responsibility for items left in the facility. Abilene Pride Alliance accepts no liability for lost, stolen, or damages to property and is not required to carry additional insurance to cover VENDOR's property.

INDEMNIFICATION.

VENDOR agrees to indemnify and hold Abilene Pride Alliance harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Abilene Pride Alliance that result from the acts or omissions of VENDOR and/or VENDOR's employees, agents, or representatives. Abilene Pride Alliance shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting Abilene Pride Alliance's products and services at the Event.

VENDOR AGREEMENT

DEFAULT.

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES.

In addition to any and all other rights, a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have [Insert Number of Days] days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE.

If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION.

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators, in turn, shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY.

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT.

This Agreement may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of [Insert State].

NOTICE.

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT.

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.