



## Vendor Booth Agreement

**Single booths are approximately 10'x10' spaces with one 6' table and 2 chairs. No electricity is provided.**

**Vendor Set-Up: Sunday, February 18 from 7- 11 am - No cars will be allowed in festival area**

### **NO APPLICATION IS COMPLETE WITHOUT PAYMENT**

- 1) An additional \$50 Late Fee for applications received after February 2, 2018 – (If booth space is available)
- 2) All booth spaces are covered. Vendors may not erect their own tents or coverings in that designated area without prior approval.
- 3) Booth fees are non-refundable.
- 4) No food or beverage may be sold or distributed without approval and associated fees and insurance requirements may apply. Sample sizes of products may only be distributed with prior approval.
- 5) All vendors are required to open by 11 am and remain until the closing of the vendor area at 6 pm.
- 6) By purchasing a vendor booth you are hereafter referred to as "vendor."
- 7) The sharing of booths must be approved by GAY8 FESTIVAL. Please purchase your booth online.**
- 8) All business or other activity for which VENDOR has rented space must be conducted in the designated booth area ONLY. Distribution, layout or hanging of any items outside designated booth area is NOT PERMITTED.
- 9) All materials deemed offensive by GAY8 FESTIVAL, in its sole discretion, will not be permitted to be sold or displayed.
- 10) The Vendor and its employees are expected to monitor themselves on all matters of conduct, attire etc.
- 11) No display over 8 feet in height or extending beyond the designated area is permitted without prior permission of GAY8 FESTIVAL.
- 12) It is the Vendor's responsibility to pay any and all applicable state and local taxes. GAY8 FESTIVAL will submit a list of all participating vendors to the state of Florida Department of Revenue. GAY8 FESTIVAL assumes no responsibility whatsoever for collecting or emitting taxes and/or fees of any kind that may be due from any exhibitor.
- 13) Each vendor is required to be properly insured. GAY8 FESTIVAL may require a certificate of insurance or other evidence of insurance. Subject to the ability of GAY8 FESTIVAL to obtain appropriate insurance, the vendor can pay the additional fee for event insurance.
- 14) The Vendor shall not display, offer for review or sell any illegal or contraband items. The Vendor shall comply with all applicable laws regulations and ordinances of the state of Florida, county of Miami-Dade and city of Miami.
- 15) The Vendor 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 GAY8 FESTIVAL.
- 16) The Vendor understands that GAY8 FESTIVAL 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. The Vendor shall indemnify and hold harmless Gay8 Festival under any or all of these conditions.

17) GAY8 FESTIVAL will provide security at the festival site on February 18, 7 am – 7 pm; however, GAY8 FESTIVAL and the City of Miami shall accept no responsibility for any items lost, stolen, damaged, or otherwise impaired. The Vendor is solely responsible for the security of all items in their booths at all times.

18) The Vendor hereby agrees to indemnify and hold GAY8 FESTIVAL 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.

**19) The Vendor is responsible for the safe return of table & chairs to Gay8 Festival representative prior to departing. Vendor is liable for full replacement cost should they become misplaced or damaged.**

Any modifications of this agreement shall be null and void unless said modification is set forth in writing and signed by the same parties having agreed to this. By purchasing booth space, I agree that I have read and am bound by the terms of this agreement. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the party contracting the vendor booth.