

RIVERSIDE'S INLAND EMPIRE PRIDE FESTIVAL 2022 BUSINESS PARTICIPATION AGREEMENT

This is your (the "Participant") application to participate in Riverside's Inland Empire Pride Festival 2022. This application does not guarantee space in the event but expresses your interest in participating in the event. Riverside LGBTQ+ Pride Inc. (the "Organizer") must comply with sponsor exclusivity, as well as state, county and local regulations and more. We reserve the right to deny any application for any reason. If any payments have been paid before your application is denied, they will be refunded immediately.

The business participant understands and agrees to the following terms of participation:

OPERATION: All boothed participants must remain open for the entirety of the event, and should load in or close and load out before the designated time.

ELECTRICITY: Organizers will provide limited power intended for lighting your booth with **LOW POWER LED LIGHTS ONLY**. Power will be provided to within 25 feet of your booth space. Participants should bring their own extension cords and lights. High-wattage (incandescent, halogen, fluorescent, or other types of non LED) lighting or appliances are not permitted.

DISCRIMINATION: The participant may not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for everyone involved, and require all of our affiliates to do the same. Failure to comply with is policy will result in immediate termination of this agreement without refund and permanent ban from all Riverside Pride related events.

EQUIPMENT: Participants are required to bring their own tent, table(s) and chair(s).

BOOTH SPACE: All booth space is 10 feet by 10 feet in size except for food vendors who may use a 10x20 space (10ft wide). All vendors must be contained within their allotted space.

PERMITS AND LICENSING: It is the responsibility of the vendor to obtain any and all permits for doing business and the Organizer is not liable and will not provide refunds for any vendor who is forced to close due to lack of permits and documentation.

INSURANCE REQUIRED: Participants must carry a General Liability insurance policy with a minimum \$1,000,000 coverage per occurrence. You will be required to provide a certificate of insurance naming certain entities as “additional insured”. We will provide the required verbiage upon acceptance of your application. Additionally, food vendors must carry a General Liability insurance policy with a minimum \$2,000,000 coverage per occurrence.

MUSIC AND AUDIO: No music, video, or other sound may be amplified in a manner which disturbs surrounding exhibitors or exhibits. Any music or noise from your space must not disturb your neighbors or the event. The Organizer, in its sole discretion, reserves the right to monitor or prohibit the use of any equipment or machinery that it is detracting from other booths or exhibits.

EXPOSURE AND IMPRESSIONS: The Sponsor understands and agrees that no guarantees are made about the amount of visibility, exposure or impressions of their brand or business and the Organizer has provided any related information as a guideline of expectations only. The Organizer will provide and ensure that the business’ brand is visible according to the details of the sponsorship tier, but cannot guarantee any specific performance of this sponsorship and the Sponsor accepts all risk in participating.

SMOKING of any substance or use of tobacco products is strictly prohibited, including vape pens, electronic cigarettes, or any other vaping device. This includes marijuana

DISPOSAL OF WASTE AND CLEANUP: Food vendors will be required to remove all cooking waste from the premises, and dispose of it responsibly at their own facility and expense. Dumping of any substance is not permitted. All participants must clean up and "leave no trace" after the event. Any participant who leaves behind any item in their space will forfeit their \$100 security deposit.

INDEMNIFICATION: The Organizer, the Venue, the event’s sponsors, any of their officers, agents, volunteers, employees, independent contractors or other representatives shall not be held liable for, and they are expressly released from,

liability for any damage, loss, harm or injury to the person or property of participant or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor shall indemnify, defend and hold harmless the Organizer, the Venue, the event's sponsors, and any of their officers, agents, volunteers, employees, independent contractors or other representatives:

- a. From and against any and all claims arising from any acts, failures to act, or negligence of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives;
- b. From and against any and all claims arising from the breach of, or default in the performance of any obligation on exhibitor's part to be performed under, these terms and conditions; and
- c. From and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action.

PAYMENT: Payment is due at the time of the application and includes a refundable \$100 security deposit. The security deposit will be refunded to the original method of payment within 3 business days after the event, if the participant has left their space clean and not broken the terms this contract.

EVENT CANCELATION & REFUNDS: If the event is canceled due to weather or other factors beyond the Organizers control, the sponsor acknowledges that sponsorships are non-refundable. Fees for "just a booth" participation will only be refunded if the event is canceled before the day of the event. Otherwise all fees for sponsors and vendors are non-refundable, except the security deposit which will be refunded at the end of the event regardless of cancellation.

LICENSE TO USE TRADEMARKS: Participants (Vendors or Sponsors) are authorized to use the terms "Riverside Pride" and our official logos to promote their involvement in the event from time this contract is signed to 3 days after the event. We encourage all participants to use the hashtag #RiversidePRIDE when posting on social media.

All participants agree that the Organization is granted permission to use their organization name, logo and contact information in relation to their participation in this event. This includes but is not limited to social media, video, printed materials.

RIGHT OF PUBLICITY: Participant and its representatives give Organizers or its designees permission to use their voice, image, or likeness as it appears in any

photographic, audio, or video recording in any manner and in all media in perpetuity.

Any Exhibitor that fails to comply with any of the terms and conditions herein may be subject to: (1) forfeiture of the \$100 refundable deposit; and/or (2) early termination of this license to occupy and expulsion from the 2022 festival without refund; and/or (3) exclusion from participation in future events with Riverside LGBTQ+ Pride; and or (4) all of the above.

By submitting the application, the Participant hereby confirms that the information provided in the Exhibitor Application is, to the best of their knowledge, true and correct and further certify that Participant has read all of the terms and conditions in above and agree to comply with them.