

Long Beach Lesbian & Gay Pride, Inc.
26th Annual
Long Beach Lesbian & Gay
Pride Festival
Saturday, May 16, 2009
Sunday, May 17, 2009



FOOD VENDOR APPLICATION

LBLGP, Inc. proudly presents the annual Long Beach Lesbian and Gay Pride Celebration for the public as educational and entertainment events and reserves the rights as producers. Any reproduction, broadcast, or commercial use of the event, in whole or in part, in any format is strictly prohibited without prior written consent of LONG BEACH LESBIAN & GAY PRIDE, INC.

Phone: (562) 987-9191

Fax: (562) 987-0752

E-Mail: boothvendors@longbeachpride.com

Website: www.LONGBEACHPRIDE.com

TERMS AND CONDITIONS

for all

FOOD VENDORS

Long Beach Lesbian & Gay Pride, Inc. (LBLGP, Inc.) proudly presents the **Long Beach Lesbian & Gay Pride Celebration** for the public, as an educational and entertainment event and reserves all rights as producers. Any reproduction, broadcast, or commercial use of any portion of the event, in whole or in part, in any form without explicit written consent of **Long Beach Lesbian & Gay Pride, Inc.** is strictly prohibited.

Long Beach Lesbian & Gay Pride, Inc. reserves the right to refuse anyone participation at this event and does not guarantee your success at this event.

By signing and submitting the attached application, you (hereinafter referred to as "EXHIBITOR" or "VENDOR") agree to comply with the following terms and conditions. Violations of these terms and conditions can be cause for removal from festival grounds without refund and can result in being expelled from future events. **NO FAXED OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED.**

1. **PAYMENT.** All paid booth fees are non-refundable unless a written notice of cancellation is received by April 25, 2009. **NO REFUNDS or DEPOSITS WILL BE GIVEN AFTER THE APRIL 25, 2009 DEADLINE.**
2. **FESTIVAL DATES AND HOURS OF OPERATION.** All vendors are required to be open by 10:30 a.m. on Saturday and Sunday. You are also required to vacate the festival grounds by Midnight on Sunday. All violators may be excluded from future participation. **You must remain open both days until the festival closes at 10:00 p.m.**
3. **FESTIVAL VEHICLE ACCESS.** **Under no circumstances** will vehicles be allowed in and out privileges to the festival grounds during the festival hours. Should you require replenishment of your supplies during the festival hours you must provide your own means of transport (i.e. dolly, wagon or foot) **absolutely no motorized vehicles.**
4. **BOOTH USE AND EQUIPMENT.**
 - a. Your booth space will be inspected after the festival. Deposit Refunds can be withheld if your booth is not returned in the same condition it was received, Including but not limited to excess trash, damage to or missing equipment (sinks, lights, tents, ect).
 - b. **All business must be conducted within your designated space.** Distribution or solicitation of materials or services of any items outside your designated space are strictly prohibited. All violators will be removed from the festival grounds.
 - c. Booths are to be used only for the purpose stated on the application. Only items listed on the application and approved by LBLGP, Inc. are to be sold or distributed.
5. **NO SOLICITATION.** Distribution of any materials or solicitation of any type while moving through the festival grounds is strictly prohibited.
6. **NO PETS.** **No Animals are allowed (except licensed guide/service animals with proper government issued licenses).**
7. **NO SALE OF REFRESHMENTS.** **LBLGP, Inc. will be the sole distributor of water, ice, alcoholic and carbonated beverages. No other sales of these items will be permitted under any circumstances.**
8. **FOOD ITEMS.** There will be a limited number of "same kind" food vendors. All vendors must submit a list of primary food items.
9. **TAXES.** All vendors are responsible for all appropriate taxes and fees due to the State of California. All for-profit vendors must submit a copy of their resale number with their application. LBLGP, Inc. is required to submit a list of all participating vendors to the State Franchise Tax Board.
10. **PRICES.** All prices must be legible and posted in a conspicuous manner.
11. **LIMITATION OF LIABILITY, INDEMNITY AND RELEASE.**
 - a. Neither LBLGP, Inc. nor any of its officers, agents, volunteers, employees, independent contractors or other representatives shall be held liable for, and they are expressly released from, liability for any damage, loss, harm or injury to the person or property of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause.

- b. Exhibitor shall indemnify, defend and hold harmless LBLGP, Inc. and any of its officers, agents, volunteers, employees, independent contractors or other representatives (i) 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, (ii) 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 (iii) from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action.
- c. All of exhibitor's displays, products, equipment, furniture and furnishings are placed on the festival grounds at the sole risk of the exhibitor, and LBLGP, Inc. will not assume any responsibility for the loss or damage to the exhibitor's property. LBLGP, Inc. shall not be liable for any damage occasioned by failure to maintain the festival grounds.
- d. Under no circumstances shall LBLGP, Inc. be liable for consequential, indirect, special or punitive damages of any kind, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the booth, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability, or otherwise.
- e. Exhibitor hereby agrees that LBLGP, Inc. shall not be liable for any injury to exhibitor, and any of its officers, agents, volunteers, employees, independent contractors or other representatives (collectively, "Releasor"), or any loss of income there from. Releasor hereby waives its rights under California Civil Code §1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- 12) **LIABILITY INSURANCE.** All vendors must have liability insurance. A copy of your Certificate of Insurance must be provided with your application naming LBLGP, Inc. **as also insured.** **If you do not have liability insurance,** please complete the enclosed CASSWOOD INSURANCE 2009 PRIDE EVENT - **VENDORS LIABILITY INSURANCE' form naming Long Beach Lesbian & Gay Pride, Inc as additionally insured and send a copy of the completed CASSWOOD Insurance form and a copy of check or money order with your Long Beach Pride application. Send original Casswood application & check payable to: CASSWOOD INSURANCE AGENCY to the address listed on Casswood application.**

- 13) **LICENSES.** All for-profit vendors must purchase a "Business License-Special Event Permit" and **Health Department permit from the City of Long Beach are required.** This license must be acquired before the festival and may be obtained at Long Beach City Hall. The "Business License-Special Event" fee is on a per day, per booth basis.

Business Permit: **562-570-6211** Health Department Permit: **562-570-4132 Press 0** Web Site: www.longbeach.gov

- 14) **CONFIRMATION.** Confirmation packages will be mailed May 4, 2009 and will include your assigned booth space and vendor I.D. bands and parking pass. Each vendor I.D. band is good for admittance for one person per day.

15) **FOOD, HEALTH AND SAFETY PERMITS AND COMPLIANCE.**

- a. All food vendors must obtain a health permit from the City of Long Beach Health Department and must comply with all applicable City of Long Beach Health Department guidelines and regulations.
- b. LBLGP, Inc. will not refund any booth fees nor be held liable for any losses incurred in the event your food booth is forced to shutdown due to the lack of the proper permits.
- c. City of Long Beach Health Department regulations require that all food be prepared on the festival grounds unless you possess a special food catering license issued through the City of Long Beach.
- d. All cooking and electrical appliances must conform to the **Uniform Fire Code** of the City of Long Beach Fire Department.
- e. All food vendors using heat and/or open flame must provide the following:
 - i. fans for smoke control.
 - ii. fireproof containers for the disposal of ashes.
 - iii. one fire extinguisher, type A or B, mounted in a conspicuous place.
- f. All Containers of butane or fuel must be secured in a safe area.
- g. **All Food Vendors must provide all water needed for cooking.** Sink water is NON POTABLE using such water for cooking or consumption can and will result in your booth being closed by the health department **Hot & Cold running water is provided for CLEANING.** All food vendors are responsible for providing appropriate cleaning materials.
- h. The use of microwave ovens is strictly prohibited.
- i. All food items must be stored within your allotted booth space and off the ground.

- j. All food waste must be disposed of in the large dumpsters provided. Disposal of food waste in the standard trash receptacles on the festival grounds is strictly prohibited.
 - k. It is the responsibility of the food vendor to control all drainage and/or condensation. **You will be held liable for any sink drain damages that occur.**
 - l. Electrical service will not be provided overnight during non-festival hours; should you require electrical service on a continuous basis during non-festival hours you must complete the 'Additional/Special Electrical' portion of the application and remit the requisite fees at the same time you submit your application and booth fees.
16. **CONDUCT.** All exhibitors and all of their representatives shall conduct themselves at all times in accordance with normal standards of decorum, and good taste. LBLGP, Inc. reserves the right to eject from the festival grounds anyone violating those standards. Potentially offensive material will not be permitted to be sold, distributed or displayed. Do not hesitate to call our office at (562) 987-9191 should you have any questions.
 17. **RIGHT OF PUBLICITY.** All exhibitors and all of their representatives give LBLGP, Inc. or its designee's permission to use their voice, image or likeness as it appears in any photographic or audio recording in any manner, throughout the universe and in all media, in perpetuity.
 18. **NOISE CONTROL.** LBLGP, Inc. reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other booths or exhibits.
 19. **BOOTH MUSIC.** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for LBLGP, INC. upon request. In the event written confirmation cannot be documented the exhibitor agrees to cease playing the music.
 20. **LOTTERIES/CONTESTS.** The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from LBLGP, Inc.
 21. **ASSIGNMENT.** An exhibitor shall not assign to a third party its rights hereunder to the booth or any portion thereof without the written consent of LBLGP, Inc. which consent LBLGP, Inc. may withhold in its sole discretion. If such consent is given, the exhibitor shall assume full responsibility for the conduct of the assignee.
 22. **ENTIRE AGREEMENT.** These terms and conditions and application, if accepted by LBLGP, Inc. , are the entire agreement between the parties, and supersedes and rescinds all prior agreement relating to the subject matter hereof. LBLGP, Inc. is not making any warranties or agreements except as set forth herein.
 23. **AMENDMENTS/INTERPRETATION.** Any amendment to this contract must be in writing signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement. These terms and conditions shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.
 24. **GOVERNING LAW/JURISDICTION.** Each exhibitor waives any objection to jurisdiction of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction. These terms and conditions shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.
 25. **SEVERABILITY/WAIVER.** The invalidity of any term and condition, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. To the extent any provision of this agreement is not enforceable under applicable law, such provision shall be deemed null and void and shall have no effect on the remaining portions of this agreement. The rights of LBLGP, Inc. under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of LBLGP, Inc.
 26. **ARBITRATION.** Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If a dispute arises out of or related to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. All claims relating to this Agreement shall be arbitrated. The Arbitrators may not award any remedy that a court could not award. The Arbitrators shall apply the law of the State of California. **INITIALS:** _____.

PLEASE SIGN AND RETURN WITH APPLICATION

Print Name & Title

Signature

Date

26th ANNUAL LESBIAN & GAY PRIDE FESTIVAL - MAY 16th & 17th, 2009

FOOD VENDOR APPLICATION

Organization / Business Name _____
 Business Address _____ City/State/Zip _____
 Contact Person (s) _____ Title _____
 Name of person or company desired on refund check _____
 Daytime Phone _____ Evening/wkend Phone _____ E-mail address _____
 Non-Profit Status _____ Resale Number/Tax ID Number _____

APPLICATION DEADLINE APRIL 17, 2009

ALL INCOMPLETE APPLICATIONS WILL BE RETURNED (INCLUDE ALL PERMITS)

- All Payments by **MONEY ORDER OR CERTIFIED CHECK ONLY**
- Photocopy of your **IRS LETTER OF DETERMINATION**, and/or **RESALE LICENSE** **MUST** accompany this application
- Mail completed and **SIGNED** (front & back) application and signed Terms and Conditions and all payments due to: **LBLGP, Inc., P.O. Box 2050, Long Beach, CA 90801**
- **TWO-DAY Business License-Special Event Permit** and **Health Department Permit** from the City of Long Beach is **required**
 Business Permit: 562-570-6211 Health Department Permit: 562-570-4132 Press 0
- A certificate of insurance naming Long Beach Lesbian & Gay Pride, Inc. as **additionally insured** or a copy of the completed Casswood Application and a copy of check/M.O. **Send the original Casswood application and check/M.O. to Casswood Ins. at address listed on the their application.**

STATIONARY FOOD CART

Sales from small carts. Carts must remain stationary. Includes 2 vendor I.D. bands per day and **10 AMPS electrical service**. If you require more than 1000 watts of electrical power, you must complete the **ADDITIONAL/SPECIAL ELECTRICAL APPLICATION** on the reverse side. A permit from the City of Long Beach Health Department is required.

*****Carbonated Beverage and Water Sales are PROHIBITED*****

Price Per Cart: \$ **575** TOTAL: \$ _____
Food cart size: 4' x 6' Maximum (Includes ONE Parking Pass)
(NO EXCEPTIONS)

COVERED TENT SPACE - FOOD

Space is 10' X 10' under canopy with an **additional 5' X 10' open space** for outdoor cooking and includes 6 vendor I.D. bands per day and **10 AMPS electrical service**. If you require more than 1000 watts of electrical power, you must complete the **ADDITIONAL/SPECIAL ELECTRICAL APPLICATION** on the reverse side. **There are a limited number of these spaces available. They will be assigned on a first come first served basis pending receipt of the completed application inclusive of all fees and related documents.**

*****Carbonated Beverage and Water Sales are PROHIBITED*****

Price Per Space: \$ **1,500** TOTAL: \$ _____
 (Includes ONE Parking Pass)

CLEAN-UP / SECURITY DEPOSIT - Stationary cart	\$100.00	TOTAL: \$ _____
CLEAN-UP / SECURITY DEPOSIT - All other food booths	\$250.00	TOTAL: \$ _____
ADDITIONAL VENDOR I.D. BANDS (\$20.00 / EACH) Number for: Sat _____ Sun _____ Total _____		TOTAL: \$ _____
ADDITIONAL/SPECIAL ELECTRICAL FEES (FROM REVERSE SIDE)		TOTAL: \$ _____
ADDITIONAL VENDOR PARKING PASS (Limit one additional per booth per day @ \$40 for the weekend)*		TOTAL: \$ _____
LATE FEE OF \$300.00 (AFTER APRIL 17, 2009 <u>NO EXCEPTIONS</u>)		TOTAL: \$ _____

TOTAL FEES: \$ _____

*Additional Parking is Limited and will be given out on a first come first served basis. Your additional parking order is not guaranteed until a parking pass is issued on or before May 4, 2009.

**ALL PERSONS ENTERING EVENT MUST HAVE A VENDOR I.D. BAND ON.
 ALL BANDS MUST BE DISTRIBUTED PRIOR TO EVENT**

NO ELECTRICAL SERVICE is provided or available unless otherwise stated above. **Warning – Water supplied by LBLGP, Inc. is NOT suitable for consumption. Vendors must provide their own WATER.** Applicant hereby certifies that she/he has read this application in its entirety, understands its contents and will comply with all terms and conditions. Applicant further understands that failure to comply with the terms and conditions may result in early termination of this LICENSE TO OCCUPY.

Signature / Title: _____ DATE: _____

(Reverse side MUST be completed)

This section MUST be completed

LIST ALL ITEMS TO BE SOLD OR DISPLAYED:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

LIST ALTERNATE ITEMS/SERVICES TO BE SOLD OR DISPLAYED IF YOUR ORIGINAL REQUEST IS NOT ACCEPTED:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

ADDITIONAL/SPECIAL ELECTRICAL APPLICATION - FOOD

FOOD BOOTHS AND FOOD CARTS THAT REQUIRE MORE THAN 1000 WATTS OF ELECTRICAL SERVICE MUST COMPLETE THE ADDITIONAL/SPECIAL ELECTRICAL APPLICATION BELOW.

LBLGP, INC. WILL NOT BE ABLE TO ACCOMODATE REQUESTS FOR ADDITIONAL/SPECIAL ELECTRICAL SERVICE DURING THE FESTIVAL WEEKEND.

PLEASE PLAN AHEAD FOR YOUR ADDITIONAL/SPECIAL ELECTRICAL NEEDS.

The fees for additional/special electrical service need to be submitted **ONLY** if your electrical requirements exceed 1000 watts.

Please provide the following additional/special electrical service to our assigned space. I/We understand that this additional/special electrical service is available only if I/we have applied for a food booth or a food cart and supplements the electrical service already provided. I/We also understand that this service will be maintained during the festival including set-up and tear-down. I/We further understand that the additional/special electrical service will only be provided if all related fees are submitted with this completed application.

_____ 110 volt, 20 amps(Approx. 2000 watts)	@ \$120.00	\$ _____
_____ 110 volt, 40 amps(Approx. 4000 watts)	@ \$215.00	\$ _____
_____ 110 volt, 60 amps(Approx. 6000 watts)	@ \$315.00	\$ _____
_____ Continuous Electrical Service during non-festival hours (Saturday Night Only) @ \$150.00		\$ _____
_____ 220 volt; 60 amps (Approx. 6000 watts)	@ \$550.00	\$ _____
_____ Late fee (if after application deadline)	@ \$100.00	\$ _____
	TOTAL:	\$ _____

(NOTE: The following wattages are approximations and intended for reference only. **Please check your equipment.** Cash register = 30 watts, coffee pot = 80-120 watts, cell phone charger = 15 watts, adding machine = 15 watts, florescent lights = 60 watts, overhead lighting = 60-100 watts, quartz lighting = 300 watts)

List all electrical equipment that you will use in your booth.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Signature of Applicant: _____ **Date:** _____

Print Name of Applicant: _____ **Title:** _____



casswood insurance agency ltd

2009 VENDOR / EXHIBITOR LIABILITY INSURANCE

\$1,000,000 Limit of Liability

Please be legible. If we cannot read your handwriting we cannot issue certificates or process payments accurately. It wastes your time and ours and causes delays.

Name of Event: 2009 Long Beach Lesbian and Gay Pride Celebration

Name _____

Business Name dba _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone () _____ Fax () _____

Email: _____ Website [WWW.](#) _____

Booth Size _____ Vendor/ Exhibitors Cost \$ _____

This insurance policy provides Liability coverage only.
There is NO COVERAGE for loss or damage to your property, stock or inventory.
We cannot insure vendors who are piercing body parts, tattooing, selling fireworks or weapons, doing stunts, pyrotechnics, hazardous activities, mechanical devices, animals, rides, massage machines

I want to be included in the **CASSWOOD VENDORS SPECIAL INSURANCE PROGRAM**. Please describe the product, service or information you are providing. Include a brochure if you are mailing this form to us or direct us to your website. Please describe your product or service below

- Providing Information Only** (\$100) **Selling a Product** (\$100.00) Excluding Products Liability **Non Profit Org.** (\$50)
- Selling Food & Drink** (\$200.00) **Selling a Product** (\$200.00) Including Products Liability

PAYMENT

Personal Check, Cashiers Check or Money Order is attached payable to **Casswood Insurance Agency Ltd** . Personal checks will be accepted up to 15 days prior to the event. Please indicate "Vendor" and the "Name of the Pride Event" in the memo area of your check.

Please charge my Visa or Master Charge Account

Name _____

Billing Address _____

Account # _____ Exp _____ / _____

Amount Charged \$ _____ Signature _____

Mail My Insurance Certificate Fax My Insurance Certificate Email My Insurance Certificate

A Certificate of Insurance will be sent to you as soon as your payment clears our bank. We cannot call you first to activate your fax machine or fax to a blocked number (*82). Your certificate will be mailed if our fax machine or email cannot communicate with yours after a reasonable number of attempts.

CASSWOOD INSURANCE AGENCY LTD Five Halfmoon Executive Park Dr., Clifton Park NY 12065
T (800) 972 2242 F (518) 373 8799

THE BOOTH AND VENDOR COMMITTEE IS
LOOKING AT PLACING A LIMITED AMOUNT OF
BOOTHES IN CERTAIN AREAS OF OUR EVENT. IF
YOU ARE **INTERESTED** IN ONE OF THE AREAS
LISTED BELOW PLEASE CHOOSE ONE AND SEND
THIS FORM WITH YOUR COMPLETED
APPLICATION.

**THIS OPTION IS NOT AVAILABLE FOR
INFORMATION BOOTHS**

PLEASE CIRCLE ONE FROM THE FOLLOWING

LATIN STAGE

COUNTRY AREA

DANCE TENT

WE DO NOT GUARANTEE PLACEMENT. WE ARE
REVIEWING THE POSSIBILITY IN THESE AREAS.



LBLGP, Inc.
PO Box 2050
Long Beach, CA 90801-2050

Address Correction Requested

**FOOD VENDOR APPLICATION
DEADLINE
APRIL 17, 2009**