

# Bellingham Pride

## Festival Vendor Terms and Guidelines

### VENDOR TYPES

- **Local Non-Profit Vendor** - organizations must be Washington State nonprofit and/or Federal 501(c)3 that only operates within Washington State to be eligible for this booth type. You may not sell items but you may have items available in exchange for a monetary donation. These items cannot be the major focus of your space. If you would like to sell items for your organization please register as a business.
- **National Non-Profit Vendor** - organizations must be Federal 501(c)3 and operate at a national level. You may not sell items but you may have items available in exchange for a monetary donation. These items cannot be the major focus of your space. If you would like to sell items for your organization please register as a business.
- **Business Vendor** - any for-profit registrant.
- **Food Vendor** - any registrant selling food or beverages for immediate consumption.

### FINANCES

- By registering online you are reserving a spot for your organization/business. Payment must be made prior to setup on the day of. Mailed payments must be received by **July 2, 2018**.
- A \$25.00 fee will be charged for all checks that are returned for any reason.
- All fees are non-refundable.
- The vendor is liable for any fees, fines, or citations assessed to them self or the Bellingham Pride Committee due to the actions of the vendor.
- It is the vendor's responsibility to deal with and pay appropriate Washington State, Whatcom County, and City of Bellingham taxes and fees.

### NON-DISCRIMINATION & LIABILITY

- The vendor will agree to abide by a non-discrimination policy that provides that all merchandise and services are available to all individuals regardless of sexual orientation, gender identity or expression.
- You indemnify and hold harmless the Bellingham Pride Committee against any and all liabilities that may arise as a result of your participation in and conduct at the Bellingham Pride Festival.
- Bellingham Pride Committee reserves all rights as producers of Bellingham Pride Festival, including the right to reject any application at our sole discretion without explanation.
- Vendors agrees to indemnify, defend, and hold harmless Bellingham Pride Committee (officers, agents, volunteers, & sponsors) from any and all actions, causes of action, claims, damages, losses, judgements, litigations, attorney fees, injuries, claims, and indebtedness.

- Vendor understands that the breaking of any of these vendor guidelines may be grounds for immediate removal and that all fees are 100% non-refundable. This includes, but is not limited to:
  - Falsified statements within application
  - Becomes a nuisance for Bellingham Pride Committee, general public, or other vendors
  - Use of premises interferes with orderly and successful conduct of the festival
  - Violation of any government laws or ordinances
  - Possession/Use of alcohol or illegal substances, public drunkenness, or lewd conduct.

### **ENTERING & EXITING**

- Load-In will be completed during registration period, between 9:00am and 11:00am. All vehicles must be removed from the Depot Market Square by 11:30am.
- Vehicles may not be left in the festival area or parked on Railroad Ave.
- Load-Out may not begin until 5:00pm, vehicles must be moved once loading is complete to allow for the clearing/cleaning of the festival area.
- Please make sure that your vendor area is free of any garbage or debris.

### **REQUIRED VENDOR HOURS**

- Vendors must check in at the Vendor Registration Booth prior to setting up, check in will begin at 9:00am and end at 11:30am.
- Booths must be manned and open for business between 11:45am and 5:00pm.
- Vendors may not leave or begin tear down until festival's end at 5:00pm, unless with approval from Vendor Coordinator.
- Vendors must have everything taken down and cleared by 6:00pm. Vendors who have not exited from the Depot Market Square will be financially liable for any additional fees.

### **VENDOR PLACEMENT**

- Vendor placement is not implied or guaranteed.
- Bellingham Pride Committee accepts no responsibility for adjacent vendors selling similar items or guaranteeing exclusivity.
- Vendors will be assigned a vendor area. Assignment will be provided at check-in.

### **END OF FESTIVAL**

- Vendors must close at 5 p.m.
- Vendor space must be cleared of all debris and vacated by 6 p.m.
- Failure to clear assigned vendor space by 6:00pm will result in an additional \$100 fee.

## **FOOD & BEVERAGES**

- Only vendors registered as a Food Vendor may sell or distribute beverages of any kind including water, or prepared food for immediate consumption.
- No prepared food products, not meant for immediate consumption, may be sold by vendors registered as a business.
- Food Vendors are responsible for maintaining and acquiring all required permits and licenses in compliance with State, County, and City laws and ordinances.

## **PRODUCTS & PROMOTION**

- All displays/merchandise must be within the assigned space. Vendor's assigned space under the awning may not setup beyond the edge of the awning.
- Displays/merchandise may not block or interfere with foot traffic.
- Distribution of handbills/flyers or solicitation outside of the assigned vendor space is prohibited.
- Vendors may not sell merchandise that contains the words "Bellingham Pride", "B Proud", or which depict the Bellingham Pride B Proud logo, without prior written consent of the Bellingham Pride Committee.

## **NOISE LIMITATIONS**

- To respect the needs of all vendors, music/audio of any kind will not be allowed to be heard from beyond the assigned vendor space.

## **VENDOR EQUIPMENT**

- You will furnish all equipment, inventory, supplies, and personnel for your booth.
- Tables, chairs, or tents are not provided or available.
- Booths will be covered by the awning unless a non-covered space is requested.