



Booth Application

Festival Organizer: Doug Nava

Santa Fe Pride: santafepride@gmail.com

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PO Box 8640 Santa Fe, NM 87504



Terms and Conditions for all Booths/Vendors

The *Santa Fe Human Rights Alliance* herein referred to as "HRA", proudly presents Santa Fe Pride, herein referred to as "SFP". As Santa Fe's arts and culture Event for the LGBTQ+ community and its friends and allies, SFP is presented to the public as an educational event and reserves all rights as producers. Any reproductions, broadcast, or commercial use of any portion of the vent, or logos of HRA or SFP, in whole, or in part, in any form without explicit written consent of HRA, is strictly prohibited.

HRA and SFP reserve the right to refuse participation at this event and do not guarantee your success at this event.

By signing and submitting the attached application, you (herein referred to as "Exhibitor") agree to comply with the following terms and conditions. Violators of these terms and conditions can be cause for removal from the Event grounds without refund and can result in being expelled from future events. No incomplete applications will be accepted.

1. **Payment.** All paid booth fees are non-refundable unless a written notice of cancellation is received by June 20, 2018. No refunds or deposits will be given after the June 20, 2018 deadline.
2. **Event location, dates and hours.** The event will take place on the Santa Fe Plaza in downtown Santa Fe. All booths are required to begin setup by 10am on Saturday, June 30, 2018. You are also required to stay open until the event closes at 6pm. The loading/unloading zone in the plaza will be accessible by vehicle from 10am until 11am and after 6:30pm. Note that food vendors can set up the day prior (June 29, 2018). Security is provided, but vendors must assume additional risk for equipment overnight.
3. **Event Vehicle access.** Under no circumstances will vehicles be allowed in and out privileges to the event grounds during event hours. Should you require replenishment of your supplies during the event hours you must provide your own means of transport (i.e., dolly, wagon, or foot), including absolutely no motorized vehicles. All vehicles must exit the loading/unloading zone by 11am.
4. **Booths use and equipment**
 - a. All activities must be conducted within your designated space. Distribution or solicitation of materials or services of any items outside your designated space are prohibited. All violators will be removed from the event grounds.
 - b. Booths are to be used only for the purpose stated on the application. Only items listed on the application and approved by HRA/SFP are to be distributed.
5. **No solicitation.** Distribution of any materials or solicitation of any type while moving through the event grounds is prohibited.
6. **Pets.** Any pets brought to the Event must be supervised by their owners. All city animal laws must be obeyed while at the Event grounds. Owners are responsible for cleaning up after their pets. Leas laws must be obeyed.
7. **Food items.** With the exception of the food vendors, there are to be NO food items for sale at your booths.

8. LIMITATION OF LIABILITY, INDEMNITY AND RELEASE.

- a. Neither HRA, SFP, 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. Exhibitors shall indemnify, defend and hold harmless, HRA and SFP, 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 Event grounds at the sole risk of the exhibitor, and HRA/SFP shall not be liable for any damage occasioned by failure to maintain festival grounds.
 - d. Under no circumstances shall HRA or SFP 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.
- 9. NO GLASS CONTAINERS.** GLASS CONTAINERS ARE NOT ALLOWED ON THE FESTIVAL GROUNDS INCLUDING BEVERAGE CONTAINERS. ALL VIOLATORS WILL BE REMOVED FROM THE FESTIVAL GROUNDS.
- 10. Furnishings.** All exhibitors are responsible for supplying their own furniture. No tables, chairs, tents will be provided by HRA/SFP.
- 11. Conduct.** All exhibitors and all of their representatives shall conduct themselves at all times in accordance with normal standards of decorum, and good taste. HRA/SFP 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 contact the booth coordinator (info on cover page) should you have any questions.
- 12. Right of publicity.** All exhibitors and all of their representatives give HRA/SFP 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.
- 13. Noise control.** HRA/SFP reserves the right to monitor or prohibit the uses of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other booths or exhibits.
- 14. Booth music.** Live and taped music is prohibited as part of an exhibit or display without written permission from an appropriate music listening source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for

HRA/SFO upon request. In the event written confirmation cannot be documented the exhibitor agrees to cease playing the music.

15. **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 the HRA/SFP.
16. **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 HRA/SFP, which consent HRA/SFP, may withhold in its sole discretion. If such consent is given, the exhibitor shall assume full responsibility for the conduct of the assignee.
17. **Entire agreement.** These terms and conditions and application, if accepted by HRA/SFP are the entire agreement between the parties, and supersedes and rescinds all prior agreement relating to the subject matter hereof. HRA/SFP is not making any warranties or agreements except as set forth herein.
18. **Amendments/interpretation.** Any amendment to this contract must be in writing signed by both parties. The headings used in this agreement are for organizational purposed only and are not to be used in the interpretation of the substance of this agreement. These terms and conditions shall be constructed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.
19. **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 constructed according to the laws of the State of New Mexico, to the jurisdiction of which parties hereto submit.
20. **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 not effect on the remaining portions of this agreement. The rights of HRA/SFP under this agreement shall not be deemed waived except as specifically stated in writing and signed by and officer of HRA.
21. **Arbitration.** Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, 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 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 New Mexico.

Initials: _____

Please sign and return with application

Print name and title

Signature

Date

Booth Application

Organization/Business Name: _____
Business Address: _____
Contact Person(s): _____
Daytime Phone _____ Evening: _____
Email: _____
Non Profit Status _____
Tax ID Number: _____

Application Deadline: June 6, 2018

- All incomplete applications will not be accepted
- All payments must be made through the web site at <http://www.santafepride.org> and confirmation email sent to santafepride@gmail.com
- Mail completed and signed application and signed Terms and Conditions to:
Human Rights Alliance,
PO Box 8640,
Santa Fe, NM 87504
- All booth spaces are 8'x8'.

Fees

Non-profit (information booth): \$100.00 per booth space

For-profit: \$150.00 per booth space

Food vendor: **\$275.00** (introductory rate for 2018!) per booth space or truck space.

Late fee of \$35.00 (After June 20, 2018) No exceptions.

Total Fees: \$ _____

No food or beverage sales are permitted **except** for food vendor booths. No electrical service is provided unless otherwise stated above. Applicant hereby certifies that she/he has read this application in its entirety, understand its contents, and will comply with all of the 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: _____