



# 2010 Guidelines for Festival Exhibitor/Vendor Participation

## The Event

The 2010 Twin Cities Pride Festival (“the Festival”) is a two-day event that will take place on Saturday, June 26, 2010 and Sunday, June 27, 2010 in Minneapolis’ Loring Park. The Festival will feature at least four stages, public speakers and entertainment.

These guidelines pertain to Twin Cities Pride (“Pride”), a Minnesota nonprofit corporation and organizer of the Festival, and its offering of space on the Festival grounds for both days of the event. Pride reserves the sole right to approve the participation of any applying exhibitor or vendor. ***A confirmation letter will be sent out to accepted exhibitors and vendors prior to the Festival if their application is received prior to Tuesday, June 1, 2010.***

## Your Space

Regular exhibitor/vendor spaces are rented out in 10’x10’ squares. Food/beverage vendor spaces are rented per vending unit. Pride provides the booth space(s) and one table per booth space. Additional tables may be ordered through Pride. **Tables for your booth will be available for pickup at the Festival Operations Center and other designated locations prior to the start of the Festival. Pride does not provide chairs, tents or other furniture - you must furnish these items yourself. You may only use Pride’s designated tent provider, Apres, unless you provide your own tent. No other tent provider will be permitted on the Festival grounds.**

Exhibitor/vendor spaces are available on a first-come, first-served basis. Pride reserves the sole right to place exhibitors and vendors in any location Pride deems appropriate. Please note any special requirements on your application.

## Your Participation

**You are required to have your booth(s) open on Saturday, June 26, 2010 from 10:00 a.m. until 8:00 p.m. and on Sunday, June 27, 2010 from 10:00 a.m. until 6:00 p.m. (food/beverage vendors in the Loring Food Court must remain open until 10:00 p.m. on Saturday, June 26, 2010). You must check-in prior to 9:00 a.m. on Saturday, June 26, 2010. No new exhibitors/vendors will be allowed to register or setup after 6:00 p.m. on Friday, June 25, 2010.** Deviations from this policy may be negotiated with the Festival Director or his/her designee.

***Booths 5000-6999 (See map for location or contact the Festival Manager or his/her designee) will be required to close by 7:00 p.m. on Saturday, June 26, 2010 to accommodate setup of the fireworks display. There will be no exceptions to this policy.***

## Insurance

***It is highly recommended that you have proof of liability insurance present at your booth during the Festival.*** Food/beverage vendors are required to provide proof of insurance to Pride prior to the start of the Festival. Please read your Exhibitor/Vendor Agreement carefully prior to signing it.

## Permits

It is your responsibility to deal with any necessary permits and/or licenses (i.e. Minneapolis Health Permit, Minnesota Sales Tax, etc.). All approved food/beverage vendors must submit a copy of their Minneapolis Health Permit to Pride no later than Friday, June 4, 2010.

## Cleaning Charges/Fees

**Pride reserves the right, and will charge, any exhibitor/vendor a cleaning fee should they leave their space(s) in a condition that requires additional cleaning. Your organization/business agrees to pay this fee, if imposed, as a condition of participating in the Festival.**

## Inclusion

**Pride wishes to be as inclusive as possible in all of its events. Please contact us with any issues that might prevent your group from fully participating in the Festival.**

## Subletting and Sharing of Booth Spaces

***You may not sublet/share your booth space(s) to/with another business or organization without prior written consent from Pride’s Festival Director or his/her designee. Subletting of booth space(s) is not allowed and will result in your expulsion from the Festival grounds for the duration of the Festival without any refund or other compensation. Expulsion from the Festival grounds may also result in cleaning fees and/or other costs associated with your business/organization being assessed.*** Your business/organization agrees to these conditions and to pay any such fee(s) that may be imposed as a condition of participating in the Festival.



# 2010 Guidelines for Festival Exhibitor/Vendor Participation

## Limitation to Stated Activities

You must limit your activities at the Festival to those you state on your application, which must pertain to your organization/business. You must also limit the conduct of those activities to your booth space(s). ***Sales or distribution of anything done by walking through the Festival grounds is not permitted.***

## Food and Beverage Sales

***Potential food and beverage vendors must contact the Festival Director prior to submitting any application. A separate request form and additional details will be provided once contact has been made with the Festival Director or his/her designee.*** Food and beverage sales will be conducted through tickets purchased at Pride-operated "Food and Drink Ticket Booths." ***If you sell food or beverages for cash you will be expelled from the Festival grounds for the duration of the Festival without any refund or other compensation. Expulsion from the Festival grounds may also result in cleaning fees and/or other costs associated with your business/organization being assessed.*** Your business/organization agrees to these conditions and to pay any such fee(s) that may be imposed as a condition of participating in the Festival.

***Pride reserves the right to sell all soft drinks and water at the Festival venue. Food/beverage vendors are strictly prohibited from selling soft drinks and water. Special permission may be granted for the sale of specialty non-alcoholic beverages (frozen beverages, coffee products, etc.) by the Festival Director or his/her designee.***

## Vehicles

***Pride does not provide parking for exhibitors/vendors at the Festival - this is your responsibility. Pride accepts no responsibility for any citations for exhibitors/vendors that are illegally parked. Parking meters and ramps are available near and around Loring Park.***

***Exhibitors/vendors may access the Festival venue in order to set up their booth from 8:00 a.m. to 8:00 p.m. on Friday, June 25, 2010 and from 6:00 a.m. to 9:00 a.m. on Saturday, June 26, 2010 and Sunday, June 27, 2010. In order to reduce damage to the Festival venue and ease congestion during setup hours, each exhibitor/vendor will be allowed a two-hour time block on Friday, June 25, 2010; a one-hour time block on Saturday, June 26, 2010; and a one-hour time block on Sunday, June 27, 2010, in which to have a vehicle in the park.***

***No vehicles are permitted in the Festival venue between 9:00 a.m. and 10:30 p.m. on Saturday, June 26, 2010 and 9:00 a.m. and 6:30 p.m. on Sunday, June 27, 2010. Only vehicles that have been pre-approved by the Festival Manager may remain on the Festival grounds while the Festival is open and must clearly display its Pride Festival Vehicle Permit.***

## Official Pride Guide™ Inclusion

In order to be included in the Official 2010 Pride Guide™, we must receive your application *no later than Friday, April 9, 2010.*

## Cancellations

You may cancel your application in writing at any time up until Friday, April 2, 2010 for a refund of all deposits and fees paid, except any non-refundable application fee. Cancellations made after this date will not be refunded.

## Product Duplication and Exclusivity

Pride reserves the right to determine the number of businesses or organizations that exhibit or vend the same or similar products and/or services at the Festival.

## No Assumption of Endorsement, Affiliation and/or Sponsorship

***Acceptance as an exhibitor or vendor by Pride does not imply endorsement of or affiliation with the organization and/or individual. An exhibitor's/vendor's presence at the Festival does not in itself constitute sponsorship of Pride.*** The view expressed by exhibitors and vendors are not necessarily those of Pride, its community partners or its corporate sponsors. Please see the Exhibitor/Vendor Agreement for more information.



# 2010 Guidelines for Festival Exhibitor/Vendor Participation

## Failure to Follow Guidelines/Laws

*Pride reserves the right to remove you from the Festival grounds for failure to follow these guidelines, the instructions of Festival staff or the laws and regulations of the Minneapolis Parks and Recreation Board, City of Minneapolis, State of Minnesota or any organizations under those governmental entities. This would occur without any refund or other compensation. Such removal may also result in cleaning fees and/or other costs associated with your business/organization being assessed.* Your business/organization agrees to these conditions and to pay any such fee(s) that may be imposed as a condition of participating in the Festival.

## For Further Information...

Please contact:	<b>All Non-Food/Beverage Vendors</b>	(612) 305-6941	exhibitors@tcpride.org
	<b>Food and Beverage Vendors (upon invitation)</b>	(612) 305-6907	festival@tcpride.org

Return your completed Festival application packet to:

**Twin Cities Pride  
Attn: Festival Operations  
P O Box 2104, Loop Station  
Minneapolis MN 55402**





# 2010 Festival Non-Food/Beverage Exhibitor Application

<b>Special Needs</b>	<p><b>Please describe any special needs you may have for your booth space(s). This would include whether or not you plan to bring a generator or are requesting special placement. Pride cannot guarantee that it will be able to accommodate any special need or request. Please use additional pages if necessary.</b></p>
	<p><b>Check if you would like to be placed in any one of the following general areas:</b></p> <p> <input type="checkbox"/> School Zone                      <input type="checkbox"/> Quorum Village                      <input type="checkbox"/> Children &amp; Family Area    <input type="checkbox"/> R-Zone (Adults only)  <input type="checkbox"/> Pet Central                              <input type="checkbox"/> Living Well Park                      <input type="checkbox"/> Teens and Youth         </p> <p>There is a \$50.00 Requested Placement Fee for honoring placement requests, excluding the general areas listed above. Please refer to the 2009 Festival Map (located on our website, <a href="http://tcpride.org">tcpride.org</a>) to identify what booth number you would like, so we can place you as accurately as possible. Booth numbers may change, although the location will be the same. If you want to be placed next to another business or a specific point of interest, please note that above.</p>

<b>Vehicle Permits to Access Festival Grounds</b>	<p>Exhibitors/vendors may access the Festival venue in order to set up their booth from 8:00 a.m. to 8:00 p.m. on Friday, June 25, 2010 and from 6:00 a.m. to 9:00 a.m. on Saturday, June 26, 2010 and Sunday, June 27, 2010. In order to reduce damage to the Festival venue and ease congestion during setup hours, each exhibitor/vendor will be allowed a two-hour time block on Friday, June 26, 2009; a one-hour time block on Saturday, June 27, 2009; and a one-hour time block on Sunday, June 28, 2009, in which to have a vehicle in the park.</p> <p><b><i>In the space provided below, please select one time block for each day of operation.</i></b></p>			
	Friday, June 25, 2010		Saturday, June 26, 2010	
	8:00 a.m. - 10:00 a.m.		6:00 a.m. - 7:00 a.m.	
	10:00 a.m. - 12:00 noon		7:00 a.m. - 8:00 a.m.	
	12:00 noon - 2:00 p.m.		8:00 a.m. - 9:00 a.m.	
	2:00 p.m. - 4:00 p.m.		Sunday, June 27, 2010	
	4:00 p.m. - 6:00 p.m.		6:00 a.m. - 7:00 a.m.	
	6:00 p.m. - 8:00 p.m.		7:00 a.m. - 8:00 a.m.	
			8:00 a.m. - 9:00 a.m.	

SECTION BELOW FOR OFFICE USE ONLY			
PDMS Order Number		Check Number and Amount	
PDMS Entry Date		Initials of Staff Entering PDMS Data	

## Festival Fee Schedule

Each booth is 10'x10' and includes one 8' table. *Pride does not provide tents, chairs or electricity. Please contact Apres Party & Tent Rental for any equipment needs.* Apres can be contacted at (952) 942-3399.

Please indicate the number of booths you are requesting next to the type of organization or business that most closely matches your group's description.

<b>For-Profit and Commercial</b>	<b>Note: There is a maximum of two (2) booths per organization of this type. Some exceptions will be made for Festival Sponsors. For sponsorship information, please contact the Executive Director at (612) 305-6990.</b>				
	Annual Revenue (Gross)	# of Booths (Maximum 2 Booths This Section)	Fee Per Booth		Total Booth Fees
			No Sales	Sales	
	\$1 - \$500,000		x \$275.00	x \$400.00	=\$
	\$500,001 - \$1,000,000		x \$325.00	x \$550.00	=\$
\$1,000,001 - \$5,000,000		x \$500.00	x \$750.00	=\$	
\$5,000,001 and up		x \$700.00	x \$1,000.00	=\$	
<b>Nonprofit and Community</b>	<b>Note: Groups may be required to provide proof of nonprofit status at the request of Festival Management.</b>				
	Annual Budget	# of Booths	Fee Per Booth		Total Booth Fees
			No Sales	Sales	
	\$1 - \$75,000		x \$75.00	x \$115.00	=\$
	\$75,001 - \$500,000		x \$135.00	x \$215.00	=\$
\$500,001 - \$1,000,000		x \$195.00	x \$315.00	=\$	
\$1,000,001 and up		x \$295.00	x \$500.00	=\$	
<b>Arts and Crafts</b>	<b>Note: Artists must be displaying one of the following media: clay, fiber, wood, paper, glass, leather, jewelry, painting, drawing, sculpture, mixed media, printmaking, photography and/or digital art. Artist must be present for the entire Festival. Please identify your medium/media under "Organization Information" on the previous page.</b>				
	All Budget Levels	# of Booths	Fee Per Booth		Total Booth Fees
	Arts and Crafts		x \$200.00		=\$
<b>Add-On Fees</b>	Extra 8' Table				x \$15.00 = \$
	Use of Generator for On-Site Electricity Contact Festival Manager or his/her designee for Generator Usage guidelines and fees.			\$50.00	=\$
	Requested Placement Fee This fee applies if you are requesting a specific booth location (see "Special Needs"). This fee will be refunded if placement cannot be accommodated. Booth # _____			\$50.00	=\$
<b>Application Fee</b>	<b>This is a non-refundable application fee in addition to your booth fee above. Please choose the fee that applies to the date range in which you applied.</b>				
	On or before March 1, 2010		\$25.00		=\$
	March 2 - April 1, 2010		\$75.00		=\$
	April 2 - May 1, 2010		\$150.00		=\$
	May 2 - June 1, 2010		\$200.00		=\$
	June 2 - June 15, 2010		\$300.00		=\$
June 16 - June 27, 2010		Please Call for Availability		=\$	
<b>GRAND TOTAL</b>				<b>=\$</b>	

The entire balance is due at the time the application is submitted. Payment may be made by check, money order or credit card. Checks should be made payable to Twin Cities Pride. Please fill out the attached Credit Card Authorization Form if paying by credit card.

Festival Management reserves the right to charge you/your organization a cleaning fee of at least \$100.00 if your booth space(s) is left damaged or in bad condition.

Festival Management reserves the right to limit the number of booths of any person/organization at its discretion.



## 2010 Festival Non-Food/Beverage Exhibitor Agreement

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The Applicant understands that Gay-Lesbian-Bisexual-Transgender Pride/Twin Cities, a Minnesota Nonprofit Corporation ("Pride"), has legal possession and control of the Festival grounds on Saturday and Sunday, June 26 and 27, 2010.

The applicant agrees:

- (1) to furnish all equipment, inventory, supplies and personnel necessary to the operation of their and/or their business'/organization's booth space(s);
- (2) **that, without exception, Pride will only permit its designated tent supplier (Apres Party & Tent Rental) access to the Festival grounds to setup and break down any rental equipment;**
- (3) **to be checked-in and occupying the space(s) assigned to them and/or their business/organization by no later than 9:00 a.m. on Saturday, June 26, 2010 and 10:00 a.m. on Sunday, June 27, 2010;**
- (4) that failure to check-in and occupy the space(s) assigned to them and/or their business/organization at the above-noted times will result in a forfeiture of their assigned space and that a new space(s) will be assigned as they become available;
- (5) to leave the area clean and clear of refuse and that failure to do so will result in Pride assessing them a cleaning fee based on Pride's expenditure to return the area to its pre-Festival condition (You will receive information on location of receptacles for recyclable goods upon check-in);
- (6) **that Pride may charge a cleaning deposit of any exhibitor or vendor at its discretion;**
- (7) **that Pride will charge exhibitors and vendors that are removed from the Festival grounds any costs associated with said removal;**
- (8) that Pride reserves the right to limit sampling on the Festival grounds to those holding a valid Pride-issued permit and to charge a per-item sampling fee for any items that may be sampled by exhibitors and/or vendors during the Festival;
- (9) to sample or sell only the item(s) described in the attached Application and to make no changes to this list without the prior written consent of Pride;
- (10) **that Pride is not responsible for providing electrical power to their business'/organization's booth space(s) and that approved electrical power generators are only allowed with the prior written permission of Pride's Festival Director or his/her designee;**
- (11) that radio, web or other transmissions of any kind from the Festival grounds without the express written permission of Pride is forbidden;
- (12) to confine all sales or other activity to the location(s) assigned to them and/or their business/organization by Pride without prior written permission;
- (13) that fees are non-transferable and no booth space may be sublet, reassigned or otherwise transferred to a third party; and
- (14) to provide all requested support documentation with the understanding that access to the Festival grounds will be denied without it.

The Applicant further agrees to:

- (1) waive, release and discharge from any and all liability for their death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to them and/or their business/organization, Pride and its officers, directors, agents and employees; Pride's corporate sponsors and their officers, agents and employees; the Minneapolis Park and Recreation Board and its officers, agents and employees; and the City of Minneapolis and its officers, agents and employees; and
- (2) indemnify and hold harmless Pride and its officers, directors, agents and employees; Pride's corporate sponsors and their officers, agents and employees; the Minneapolis Park and Recreation Board and its officers, agents and employees; and the City of Minneapolis and its officers, agents and employees from any and all liabilities and claims made by other individuals or entities as a result of their and/or their business'/organization's actions during the Festival.



## 2010 Festival Non-Food/Beverage Exhibitor Agreement

The Applicant understands that they and/or their business/organization are solely responsible for calculating and reporting to the Internal Revenue Service and the Minnesota Department of Revenue all taxes arising from the sale of taxable items at the Festival.

The Applicant understands that they may cancel their and/or their business'/organization's Application, in writing only, at any time up until the close of business on Friday, April 2, 2010, and expect a refund, except of any Application Fees paid, as noted on the Application. The Applicant further understands that if the attached Application is canceled by them or by their business/organization after Friday, April 2, 2010, for any reason, all fees and deposits paid will not be refunded.

The Applicant affirms that they and/or their business/organization do not discriminate in hiring, employment, participation or services rendered based on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, or Acquired Immune Deficiency Syndrome or HIV status.

The Applicant understands that the use granted them and/or their business/organization by Pride is a license to occupy only, and is not coupled with an interest in the property and that Pride retains the right to terminate this license to occupy at any time during the term of the Applicant's use if, in the sole determination of Pride,

- (1) the Applicant is found to be in violation of the terms of this Agreement, the 2010 Guidelines for Festival Exhibitor/Vendor Participation or fails to comply with the instructions of Pride's officers, agents and employees;
- (2) the Applicant is found to have falsified any of the statements contained in their attached Application;
- (3) the Applicant is found to have changed or added to the use described in their attached Application;
- (4) the Applicant creates a nuisance to Pride, its other licensees, and/or its guests;
- (5) the Applicant sells food or beverage products for cash, or
- (6) the Applicant's use of the premises in any other way interferes with the orderly, safe, and successful conduct of the Festival.

By my signature below, I understand that my acceptance as an exhibitor or vendor by Pride does not imply an endorsement by or affiliation with Pride, nor does it constitute a sponsorship of Pride by my business/organization. I further understand that I may not use Pride's Corporate name, logos, trademarks, and/or copyrighted materials unless I have received the expressed written permission of Pride.

By my signature below, I affirm that I have read, clearly understood, and agree to the terms contained in this Agreement, the attached Application, and the enclosed 2010 Guidelines for Exhibitor/Vendor Participation. I also affirm that I clearly understand the responsibilities accorded to me/my organization as a participating exhibitor or vendor at the 2010 Twin Cities Pride Festival. I also hereby declare that all information provided in this Agreement and attached Application by me is true, correct and complete.

Signature	Printed Name	Date
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Please retain a copy of this agreement for your records.



# Credit/Debit Card Authorization

This form is used to authorize Twin Cities Pride to charge your credit/debit card for a purchase or payment of event-related fees. Please fill this form out completely and return it with your application or order form. If your application or order form has already been submitted, please mail this to:

**Twin Cities Pride  
P. O. Box 2104, Loop Station  
Minneapolis, MN 55402-0104**

Credit/Debit Card Information													
Credit/Debit Card Type	<input type="checkbox"/> MASTERCARD		<input type="checkbox"/> VISA		<b>ONLY THESE CARDS ARE ACCEPTED</b>								
Credit/Debit Card Number													
Credit/Debit Card Expiration Date			/	2	0								
Three-Digit Security Code													
Name on Card													
Billing Address	Street Address												
	City					State				ZIP Code			

Business/Organization Information	
Business/Organization Name	
Contact Person	Contact Phone Number

Payment Information	
Amount to Charge (USD)	\$
Payment Issued For	<input type="checkbox"/> FESTIVAL APPLICATION <input type="checkbox"/> PARADE APPLICATION <input type="checkbox"/> OTHER _____

I hereby authorize Twin Cities Pride to charge the amount shown above to the card specified above. I agree to pay the above credit card charges in accordance with the Card Issuer Agreement. I understand that Twin Cities Pride will apply a chargeback fee to my account (\$50.00 USD as of the time this is written), if I initiate a "chargeback" with my credit card issuer, to reverse payment without Twin Cities Pride's permission of any of the charges authorized on this form, and I agree to pay this fee if this occurs.

Cardholder Signature	Date
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OFFICE USE ONLY

AUTHORIZATION	ORDER #
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# Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

**Do not send this form to the Department of Revenue.**

<b>Print or type</b>	Name of business selling or exhibiting at event		Minnesota tax ID number	
	Seller's complete address		City	State      Zip code
	Name of person or group organizing event			
	Name and location of event			
	Date(s) of event			

<b>Merchandise sold</b>	Describe the type of merchandise you plan to sell.

<b>Sales tax exemption information</b>	Complete this section if you are not required to have a Minnesota tax ID number.
	<input type="checkbox"/> I am selling only nontaxable items.
	<input type="checkbox"/> I am not making any sales at the event.
	<input type="checkbox"/> I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf.
	<input type="checkbox"/> This is a nonprofit organization that meets the exemption requirements described below: _____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]). _____ Youth or senior citizen group with fundraising receipts of \$10,000 or less per year (MS 297A.70, subd. 13[b][1]). _____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

<b>Sign here</b>	<i>I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.</i>	
	Signature of seller	Print name here
	Date	Daytime phone (      )

**PENALTY** — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.

# Information for sellers and event operators

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Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax. All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

## **Sales tax registration**

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at **[www.taxes.state.mn.us](http://www.taxes.state.mn.us)**.

## **Information and assistance**

If you have questions or want fact sheets on specific sales-tax topics, call 651-296-6181. TTY: Call 711 for Minnesota Relay.

Most sales tax forms and fact sheets are also available on our website at **[www.taxes.state.mn.us](http://www.taxes.state.mn.us)**.

For information related to sellers and event operators, see Fact Sheet #148, *Special Event Exhibitors and Operators*.

We'll provide information in other formats upon request to persons with disabilities.