



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, licenses, and safety regulations (i.e. Minneapolis Health Permit, Minnesota Sales Tax, Fire Codes, 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.



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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 may submit an application to the Festival Director or his/her designee for consideration. Incomplete applications will not be considered and will be returned to applicant for resubmission. Food and beverage sales are 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

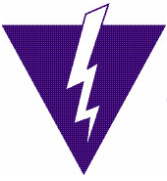
You may cancel your application in writing at any time up until Friday, April 2, 2010 for a refund of all deposits and fees paid, except any non-refundable application fee. Cancellations made after this date will not be refunded.

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:	All Non-Food/Beverage Vendors	(612) 305-6941	exhibitors@tcpride.org
	Food and Beverage Vendors (upon invitation)	(612) 305-6926	vendors@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 Food/Beverage Vendor Application

Applicant Information	Organization/Business Name (name to appear on final payout)			
	Organization/Business Name for Pride Guide™ Publication		If different from the organization/business name listed on the first line. Otherwise, please leave blank.	
	Contact Person			
	Mailing Address		Street Address	
			City	State ZIP Code
	Contact Information		Daytime Phone Number Email Address	
Evening Phone Number Website Address				
Have you been a food or beverage vendor at the Festival before? <input type="checkbox"/> YES <input type="checkbox"/> NO				
Tax Information	I have completed and attached Minnesota Revenue Form ST-19. <input type="checkbox"/> YES <input type="checkbox"/> NO			
	I have completed the attached Short Term Food Permit Application and included a check for \$82.00 made payable to the Minneapolis Finance Department. <input type="checkbox"/> YES <input type="checkbox"/> NO			
	If no, I have applied for a seasonal permit and my permit number is _____.			
Sales Information	Please provide a complete list of those food and/or beverage items that you intend to sell at the Festival and their selling prices in tickets (the ticket system is described on the following page). Also, please provide information on your food suppliers. Use additional pages if needed.			



2010 Festival Food/Beverage Vendor Application

Food/Beverage Ticket System and Security Deposit

All food and beverage sales at the Festival are conducted using a Pride-run ticket system. Food or beverage sales done by cash payment are not allowed and will result in your removal from the Festival grounds without any refund or other compensation. Please refer to the 2010 Guidelines for Exhibitor/Vendor Participation and the 2010 Festival Exhibitor/Vendor Agreement for further information on this policy.

The ticket system for food and beverage sales operates in the following manner:

1. The guest pays \$5.00 for eight (8) food/beverage tickets (the guest pays \$0.625 per ticket).
2. Food/beverage vendors receive \$0.50 per food/beverage ticket from Pride at check-out on Sunday night, less a fifteen percent (15%) sales fee. The Minneapolis Parks and Recreation Board requires us to pay ten percent (10%) of all food and beverage sales to them.

Example: If a food/beverage vendor turned in 1,000 tickets at check-out, the vendor would be paid \$425 (\$500 for the tickets turned in, less \$75 for the 15% sales fee). This does not factor in any tax issues.

Food/beverage vendors are also required to pay a \$100 security deposit, separate from their application fees. This security deposit will be returned to the vendor, provided they keep their unit space clean and that they submit their tickets for payment.

Festival Fee Schedule

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 units you are requesting next to the vendor type that most closely matches your business' description.

Vendor Type	# of Units	Fee Per Booth	Total Booth Fees
Food-Only Vendor		x \$375.00	= \$
Beverage-Only Vendor		x \$325.00	= \$
Food and Beverage Vendor		x \$475.00	= \$

Add-On Fees

Extra 8' Table		x \$10.00	= \$
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Application Fee

This is a non-refundable application fee. Please choose the fee that applies to the date range in which you applied.

Before May 2, 2010		NO FEE	= \$
May 2 - May 22, 2010		\$100.00	= \$
May 23 - June 12, 2010		\$200.00	= \$
June 13 - June 25, 2010		PLEASE CALL	= \$

GRAND TOTAL

= \$

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 hold all or part of your \$100.00 desposit if your unit location(s) are left damaged or in bad condition.

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



2010 Festival Food/Beverage Exhibitor Agreement

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 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			ONLY THESE CARDS ARE ACCEPTED						
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.

Print or type	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			

Merchandise sold	Describe the type of merchandise you plan to sell.

Sales tax exemption information	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.

Sign here	<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

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**.

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**.

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.