

# 2024 Toms River Pride

## Vendor Terms and Conditions

Saturday, June 15, 2024 | 11am – 5pm

All vendors who partake in the 2024 Toms River Pride Festival agree to follow the terms and conditions listed below. We are looking forward to a safe, fun and successful event for all!

“TR PRIDE” in this document refers to Exit 82 Theatre Company, all Toms River Pride Festival Staff, and Toms River Township.

### **VENDOR APPLICATIONS & PRICING**

1. By applying to participate in the 2024 Toms River Pride Festival, all vendors agree to the terms and conditions outlined in this document. Submission of application does not guarantee vendor acceptance into the festival. TR PRIDE will notify vendors of acceptance or non-acceptance into the festival.

**\*DEADLINE FOR APPLICATION: May 31, 2024\***

2. Vendors agree to pay the festival fee (listed below) in full upon application. All fees are final. No refunds, cancellations, transfers, or credits.\*
  - a. **Non-profit vendors:** \$55.00
  - b. **Retail vendors:** \$140.00
  - c. **Food vendors:** \$220.00
    - i. Food vendors may be required to submit temporary food permits to the Toms River Fire Department (along with a fee) and the Ocean County Health Department.
    - ii. It is the food vendor’s responsibility to check with the departments above to determine requirements for submitting paperwork and fees, as needed.

**\*Payment is due at the time of application to TR Pride. If the TR Pride Committee decides your organization/business is not a good fit for this event, we reserve the right to issue a refund and revoke your application.\***

### **VENDOR SET-UP**

3. Check in and set-up is from 8am – 10:30am the day of the event. All vendors must be setup by 10:30am. The festival start time is 11am. Check out may not begin until 5pm. Please see the Exit 82 booth upon check out. Your site will be inspected for cleanliness by authorized TR PRIDE staff, at their earliest opportunity.

4. All vendors will be located in the vendor area and will be allotted a space size of 10'x10' (additional booths may be purchased if you desire a larger booth). All merchandise and information must be contained within the allotted space. Vendor lot size exceptions will be made for food vendors only.
5. Vendors will be responsible for providing their own tables, chairs, tent and electric (generators) if necessary. **Generators must be SILENT.**
6. Vendors are responsible for their own garbage and recyclables. If you brought it in with you, take it out with you. This includes, but is not limited to, literature, cardboard, promotional items, and bagged garbage.
7. The festival is providing music all day. Please no radios, megaphones or loudspeakers.
8. No vending, solicitation, promotion or distribution of merchandise, products or information will be allowed outside of assigned vending spaces without the express written permission of TR PRIDE. Exemptions are at the sole discretion of TR PRIDE.
9. Dogs or other animals that advertise/solicit for a vendor (wearing adopt me or donation vests, for instance) must remain within (not outside) their vending booth when soliciting. Dogs must be friendly and be on a non-retractable leash at all times. Animals must have access to water, at all times, within their booth. All animals must be up to date on shots and have documentation of such on hand in the booth. A vendor with dogs is responsible for immediately picking up any dog waste. Vendors with dogs must be respectful of all vendors, including but not limited to other animal welfare organizations that are participating in the day's festivities. Please do not bring dogs that are barkers. Vendors who bring animals and do not follow these regulations may be asked to leave and forfeit their fee.
10. No vendor vehicles are permitted to remain in the festival designated area. Vendors must park in township parking lots or spaces.

#### **HEALTH & SAFETY**

11. TR PRIDE recommends masks be worn by any vendor, staff or attendee who is NOT fully vaccinated against COVID-19, even when outdoors.
12. All vendors must supply hand sanitizer in their booth and/or food truck and agree to sanitize their areas frequently throughout the festival.

13. Vendors must be in compliance with all local, state, federal and festival rules and regulations. These rules and regulations may be subject to change without notice and are beyond the control of TR PRIDE.
14. TR PRIDE reserves the right to restrict exhibits that become objectionable for any reason, including but not limited to non-compliance of safety protocols, noise, method of operation, materials, violence, or aggression.
15. Vendor shall indemnify, defend and hold TR PRIDE harmless from any and all claims, liabilities, injuries, damages and costs, including attorneys' fees, incurred which arise from Vendor's participation in the Pride festival or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Vendor in, on or about the Pride festival and shall further indemnify, defend and hold TR PRIDE harmless from and against any and all claims, liabilities, injuries, damages and costs, including attorney fees, incurred by Vendor which arise from any breach or default in the performance of any obligation on Vendor's part to be performed under any provision of these terms or which arise from any negligence of Vendor or any of its agents, representatives, customers, employees or invitees.

#### **CANCELLATION & POSTPONEMENT**

16. In the event of cancellation of the festival on or before May 18, 2024, all vendors will receive a full refund of their fee.
17. In the event of a state, city, township, act of god, or other outside the control of TR PRIDE, cancellation of the event on or after May 19, 2024, all vendors will receive a 50% refund of their fee.
18. This festival is a RAIN OR SHINE event. Vendors are entering into this agreement at their own risk. Vendors are responsible for checking the weather forecast prior to the event and planning accordingly. All tents must be properly secured and weighed down. FAILURE TO DO SO MAY RESULT IN REMOVAL FROM THE GROUNDS AND FORFEITURE OF FEE. TR PRIDE is NOT responsible for any loss or damaged personal property or merchandise.
19. RAIN DATE: Sunday, June 16, 2024; In the event of extreme weather (heavy rains, lightning storm, etc.) the festival will be moved to the rain date of Sunday, June 16, 2024. Changing the date to the rain date will only occur in EXTREME WEATHER and is not guaranteed. There will be NO REFUNDS to vendors who are unable to attend the rain date.

**PHOTO CONSENT**

20. All vendors give consent to and authorize TR PRIDE the use of all photographs taken of the festival which may include the vendors' booths and/or any persons working the booths.