

Casper Pride@David Street Station Vendor Agreement

Products – Vendor is authorized to sell only the items and provide only the service represented on the Vendor's application and approved by Pride. Pride reserves the right to approve or disapprove any change in product.

Location – Each Vendor shall be assigned a booth space by Casper Pride.

Festival Dates and Times – The term of this Agreement is from the date of execution through and including June 10, 2023. Vendor specifically agrees to be present and open for business throughout 2023 Casper Pride@David Street Station, Saturday from 10 am to 3 pm. Vendors can start setting up at 7:30 am Saturday and vacate their booth space by 4:00 pm the same day.

Payment – Payment in full must be received no later than Friday, May 5, 2023 to receive all agreed upon promotion. This is a non-refundable payment.

Production Responsibilities – Vendor shall provide all necessary personnel, signage, and equipment other than tents, and shall be responsible for keeping booth space clean. Vendor shall limit space used to the inside of the booth space provided. There shall be no sales of items in the space behind the booth, and no "roaming" with products or market material unless requested and approved. Tents will be provided by Casper Pride and DSS.

Liability – Vendor agrees to indemnify and hold harmless Casper Pride, Casper Pride Management, Sponsors, David Street Station and the City of Casper in which this event is held, and their officers, agents, volunteers and employees, from all claims, loss-es, suits, damages, judgments, expenses, costs and charges of every kind, including, court costs and attorney's fees, resulting from its occupancy of the space herein under contract by reason of personal injuries, death or property damages. Vendor further agrees to indemnify and hold harmless Casper Pride, Capser Pride Management, Sponsors, and the City of Casper in which this event is held, and their officers, agents, volunteers and employees, from any claims and for all damages, costs and expenses, including, without limitation, court costs and attorney's fees and amounts paid in settlement incurred in connection with such claims arising out of acts of negligence of Vendor, his agents or employees. This paragraph shall survive termination of this Agreement.

Insurance - Vendors shall insure their own exhibits and display materials. Vendors shall carry Public Liability Insurance with a \$1,000,000 combined single limit for bodily injury, accident, and property damage combined per incident. Public Liability Insurance for vendors can be obtained by (a) an extension of a homeowners policy; (b) a business liability policy; or (c) purchasing a special event policy. A certificate of proof must be present in your booth for the entirety of the event.

Loss & Damage – Vendor releases Casper Pride, Casper Pride Management, Sponsors, David Street Station and the City of Casper in which this event is held, and their officers, agents, volunteers and employees of any liability for the care, custody or control against loss, theft, vandalism, fire or other damage to Vendor's property which may occur during Pride, whether resulting from fire, storms, acts of God, theft, pilferage, mysterious disappearance, bomb threats or other causes. All Vendor property is brought to Pride and displayed at Vendor's risk and should be protected by Vendor at all times.

Discretionary Matters – Casper Pride has sole responsibility for, and control over, scheduling and location of Vendor's activities, and all matters affecting the success of Pride as an integrated production.

Compliance with Laws and Regulations – Vendor shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of federal, state, county, and city government. Vendor shall abide by all rules, regulations, and directives prescribed by Casper Pride. Vendor shall adhere to all regulations outlined by David Street Station which may be found at <https://davidstreetstation.com/wp-content/uploads/2021/02/UPDATED-DSS-Facility-Policies-10.1.2020.pdf>.

Media and Publicity Rights – Vendor agrees to permit Casper Pride to photograph or make sound or video recordings of Vendor's activity in connection with this Agreement and permits use of such photographs or recordings for publicity purposes without further compensation.

Family Event – The Festival is a family event taking place in a small community. There is no smoking in the booths. Language and clothing worn by vendors shall be appropriate to a family-oriented event. Vendors are not allowed to have pets in their booth, except approved service animals. Documentation is required for such service animals. If you are not in compliance with community standards regarding smoking, language, dress, and pets and do not respond to request to modify such, we reserve the right to immediately terminate participation in this event.

Termination – Casper Pride Management reserves the right to cancel this Agreement, without refund, if Vendor is in violation of any of the terms and conditions of this Agreement.

Act of God – In the event that scheduled activities shall be prevented by an act of God (excepting inclement weather), physical disability, the acts or regulations of public authorities, or any cause beyond the reasonable control of Casper Pride and Vendor, both shall be relieved of their respective obligations for the services so prevented.

Contractual Relationship – Nothing contained in this Agreement shall render Vendor the agent or legal representative of Casper Pride for any purpose whatsoever or constitute a partnership, employment relationship, or joint venture between Vendor and Pride.

Governing Law – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Venue for any action brought pursuant to the terms of this Agreement shall be in Natrona County, Wyoming. In any action or proceeding to interpret or enforce the provisions of this Agreement, the prevailing party shall be awarded its costs and expenses including but not limited to reasonable attorney's fees.

Severability – If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions of the Agreement shall nevertheless continue to be fully valid and enforceable.

Entire Agreement – Integration – This document sets forth the entire agreement between Casper Pride and Vendor and no modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon either party unless approved by both parties in writing. This Agreement integrates and supersedes all prior and contemporaneous agreements, undertakings, covenants, or conditions, whether oral or written, expressed or implied, to the extent they modify, contradict, or conflict with the provisions hereof.