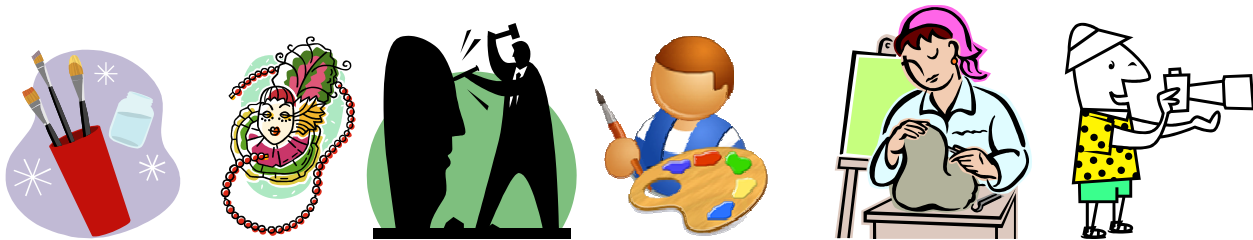


26th Annual Long Beach Lesbian and Gay Pride Festival

May 16th and 17th, 2009

IN SEARCH OF ARTISTS FOR FINE ART GALLERY



Long Beach Lesbian and Gay Pride, Inc. is in search of artists to showcase at the 26th Annual Pride Celebration on May 16-17, 2009. A select group of artists will be allowed to display their work to festival attendees. This is a tremendous opportunity to expose your art and network for future opportunities.

Interested Artists should submit their Artist Information Kits by March 1, 2009 to:

LBLGP INC.
Fine Arts Committee
P.O. Box 2050
Long Beach, CA. 90801

Galley booths applications available online at www.longbeachpride.com
ALL inquiries must be made by mail -THANK YOU

TERMS AND CONDITIONS

FINE ARTS PAVILION

Long Beach Lesbian & Gay Pride, Inc. ("LBLGP, Inc.") proudly presents the **Long Beach Lesbian and Gay Pride Celebration** for the public, as an educational and entertainment event and reserves all rights as producers. Any reproduction, broadcast, or commercial use of any portion of the event, in whole or in part, in any form without explicit written consent of **Long Beach Lesbian & Gay Pride, Inc.** is strictly prohibited. See our website for more information: www.LONGBEACHPRIDE.com.

LBLGP, Inc. reserves the right to refuse anyone participation at this event and does not guarantee your success at this event.

By signing below and by signing the attached application, you (hereinafter are referred to as "EXHIBITOR" or "VENDOR") agree to comply with the following terms and conditions. Violations of these terms and conditions can be cause for removal from festival grounds without refund. **NO FAXED OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED.**

1. **FINE ARTS PAVILION BOOTHS ARE FOR DISPLAY ONLY -- NO ON SITE SALES ALLOWED.** (Vendors may have business cards on hand for networking purposes).
2. **FESTIVAL DATES AND HOURS OF OPERATION.** All exhibitors are required to be set up by 10:30 a.m. on Saturday May 16th and Sunday May 17th. You are also required to vacate the festival grounds by 11:30 p.m. on each day. All violators may be excluded from future participation.
3. **FESTIVAL VEHICLE ACCESS.** **Under no circumstances** will vehicles be allowed in and out privileges to the festival grounds during the festival hours. Should you require replenishment of your supplies during the festival hours you must provide your own means of transport (i.e. dolly, wagon or foot) and obtain prior approval from LBLGP, Inc. **Absolutely no motorized vehicles.**
4. **BOOTH USE AND EQUIPMENT.**
 - a. Your booth will be inspected after the festival. If your booth is not found in the same condition as it was given you will be held liable, including but not limited to trash, damages and missing equipment, tables or chairs.
 - b. **All business must be conducted within your designated space. Any display or distribution of any items outside your designated space is strictly prohibited. All violators will be removed from the festival grounds.**
 - c. Booths are to be used only for the purpose stated on the application. Only items listed on the application and approved by LBLGP, Inc. are to be sold or distributed.
 - d. Only the quantity of tables and chairs specified in the application will be provided. Additional furniture may be ordered (See Additional/Special Equipment form). Please attach form to application.
5. **NO SOLICITATION.** Distribution of any materials or solicitation of any type while moving through the festival grounds is strictly prohibited.
6. **NO PETS. No animals are permitted (except guide/service animals with proper government issued licenses).**
7. **SAME KIND EXHIBITORS.** There will be a limited number of "same kind" exhibitors. All exhibitors must submit a list of primary and alternate items/services. In the event of an excessive number of "same kind" applications, LBLGP, Inc. reserves the right to request that an exhibitor either comply with their alternate list of items/services or change the type of booth they have selected which could result in different booth fees.
8. **LIMITATION OF LIABILITY, INDEMNITY AND RELEASE.**

- a. Neither LBLGP, Inc. 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. Exhibitor shall indemnify, defend and hold harmless LBLGP, Inc. 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, equipment, furniture and furnishings are placed on the festival grounds at the sole risk of the exhibitor, and LBLGP, Inc. will not assume any responsibility for the loss or damage to the exhibitor's property. LBLGP, Inc. shall not be liable for any damage occasioned by failure to maintain the festival grounds.
- d. Under no circumstances shall LBLGP, Inc. 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.
- e. Exhibitor hereby agrees that LBLGP, Inc. shall not be liable for any injury to exhibitor, and any of its officers, agents, volunteers, employees, independent contractors or other representatives (collectively, "Releasor"), or any loss of income there from. Releasor hereby waives its rights under California Civil Code §1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

9. **LIABILITY INSURANCE. All exhibitors must have liability insurance. A copy of your Certificate of Insurance must be provided with your application, naming LBLGP, Inc. as an additional insured. If you do not have liability insurance, please complete the enclosed CASSWOOD INSURANCE '2009 PRIDE EVENT – VENDORS LIABILITY INSURANCE' form, naming Long Beach Lesbian & Gay Pride, Inc as an additional insured, and return a copy of the completed CASSWOOD Insurance application form and a copy of the check or money order with your Long Beach Pride application. Send original Casswood application & check payable to: CASSWOOD INSURANCE AGENCY at the address listed on Casswood insurance application form.**
10. **NO GLASS CONTAINERS. GLASS CONTAINERS ARE NOT ALLOWED ON FESTIVAL GROUNDS INCLUDING BEVERAGE CONTAINERS. VIOLATORS WILL BE REMOVED FROM FESTIVAL GROUNDS.**
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. LBLGP, Inc. 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 call our office at (562) 987-9191 should you have any questions.
12. **RIGHT OF PUBLICITY.** All exhibitors and all of their representatives give LBLGP, Inc. 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.** LBLGP, INC. reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other booths or exhibits.
14. **BOOTH MUSIC.** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for LBLGP, Inc. 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 LBLGP, Inc.
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 LBLGP, Inc. which consent LBLGP, Inc. 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 LBLGP, Inc. , are the entire agreement between the parties, and supersedes and rescinds all prior agreement relating to the subject matter hereof. LBLGP, INC. 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 purposes only and are not to be used in the interpretation of the substance of this agreement. These terms and conditions shall be construed 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 construed according to the laws of the State of California, to the jurisdiction of which the 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 no effect on the remaining portions of this agreement. The rights of LBLGP, INC. under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of LBLGP, Inc.
21. **ARBITRATION.** Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, 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 the 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 California.
INITIALS: _____.

PLEASE SIGN AND RETURN WITH APPLICATION

Print Name

Signature

Date

26TH ANNUAL LESBIAN & GAY PRIDE FESTIVAL - MAY 16th & 17th, 2009

BOOTH & VENDOR APPLICATION – FINE ARTS PAVILION

Organization / Business Name _____

Business Address _____ City/State/Zip _____

Contact Person (s) _____ Title _____

Daytime Phone _____ Evening Phone _____ Weekend Contact _____

Non-Profit Status _____

APPLICATION DEADLINE IS MARCH 1, 2009

COVERED TENT SPACE

Space is 10' X 10' under canopy with one side open to the public and includes: 1 table & 2 chairs; 10 AMPS electrical service (Additional equipment may be purchased at \$12.00 per table and \$4.00 per chair any other equipment can be quoted by call our office at (562) 987-9191. NO Late Request for ADDITIONAL EQUIPMENT will be excepted past March 1st, 2009. You may begin setting up your displays at 9:00am on Saturday May 16, 2009. ALL displays must be set-up and completed by 10:30 a.m. on Saturday, May 16th. Artists are responsible for setting up their own displays, including any changes to Peg Board, your display may require. You or your representative **must be on the premises** both Saturday and Sunday until 5:00 p.m.

The undersigned Artist or representative hereby certifies that he/she understands that:

- * ART WORK IS TO BE DISPLAYED ONLY AND MAY NOT BE SOLD ON FESTIVAL GROUNDS.
- * THERE WILL BE A \$250.00 FEE ASSESSED TO ANY NO SHOW TO THE EVENT.
- * A CERTIFICATE OF INSURANCE NAMING LONG BEACH LESBIAN & GAY PRIDE, INC. ADDITIONALLY INSURED COMPLETED CASSWOOD APPLICATION WITH APPROPRIATE FEE IS REQUIRED (see attached)
- ARTWORK IS TO BE DISPLAYED FROM 11:00 A.M. – 5:00 P.M. SATURDAY AND SUNDAY. FAILURE TO DISPLAY MAY AFFECT FUTURE PARTICIPTION. YOUR ARTWORK MUST BE REMOVED FROM THE FESTIVAL GROUNDS ON SUNDAY, MAY 17th, **AFTER 11:00 P.M.**, NO EXCEPTIONS
- A SMALL AMOUNT OF OVERNIGHT STORAGE WILL BE PROVIDED FOR EACH ENTRY. SPACE WILL BE GIVEN ON A 1ST COME 1ST RECEIVED.
- **NO PARKING WILL BE PROVIDED**

**PLEASE INCLUDE INSURANCE INFORMATION WITH THIS APPLICATION
ALL INCOMPLETE APPLICATIONS WILL BE RETURNED**

LBLGP, Inc. presents the Annual Long Beach Lesbian & Gay Pride Celebration for the public as an educational and entertainment event and reserves all rights as producers. Any reproduction, broadcast or commercial use of any portion of this event, in whole or in part, in any form without explicit prior written consent of Long Beach Lesbian & Gay Pride, Inc. is strictly prohibited. Applicant hereby certifies that she/he has read this application in its entirety understands its contents and will comply with all 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.

Please sign and mail this application to:

**LBLGP Inc.,
P.O. Box 2050,
Long Beach, CA 90801
Attention: Fine Arts Committee**

Signature / Title: _____ DATE: _____



casswood insurance agency ltd

2009 VENDOR / EXHIBITOR LIABILITY INSURANCE

\$1,000,000 Limit of Liability

Please be legible. If we cannot read your handwriting we cannot issue certificates or process payments accurately. It wastes your time and ours and causes delays.

Name of Event: 2009 Long Beach Lesbian and Gay Pride Celebration

Name _____

Business Name dba _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone () _____ Fax () _____

Email: _____ Website: www. _____

Booth Size _____ Vendor/ Exhibitors Cost \$ _____

This insurance policy provides Liability coverage only.

There is NO COVERAGE for loss or damage to your property, stock or inventory.

We cannot insure vendors who are piercing body parts, tattooing, selling fireworks or weapons, doing stunts, pyrotechnics, hazardous activities, mechanical devices, animals, rides, massage machines

I want to be included in the **CASSWOOD VENDORS SPECIAL INSURANCE PROGRAM**. Please describe the product, service or information you are providing. Include a brochure if you are mailing this form to us or direct us to your website. Please describe your product or service below

- Providing Information Only** (\$100) **Selling a Product** (\$100.00) Excluding Products Liability **Non Profit Org.** (\$50)
- Selling Food & Drink** (\$200.00) **Selling a Product** (\$200.00) Including Products Liability

PAYMENT

Personal Check, Cashiers Check or Money Order is attached payable to **Casswood Insurance Agency Ltd** . Personal checks will be accepted up to 15 days prior to the event. Please indicate "Vendor" and the "Name of the Pride Event" in the memo area of your check.

Please charge my Visa or Master Charge Account

Name _____

Billing Address _____

Account # _____ Exp _____ / _____

Amount Charged \$ _____ Signature _____

Mail My Insurance Certificate Fax My Insurance Certificate Email My Insurance Certificate

A Certificate of Insurance will be sent to you as soon as your payment clears our bank. We cannot call you first to activate your fax machine or fax to a blocked number (*82). Your certificate will be mailed if our fax machine or email cannot communicate with yours after a reasonable number of attempts.

CASSWOOD INSURANCE AGENCY LTD
Five Halfmoon Executive Park Dr.
Clifton Park NY 12065
T (800) 972 2242 F (518) 373 8799