

2010 TERMS AND CONDITIONS

1. The 2010 Vendor Registration Kit is a contract with the Vendor and PRIDE Day Equality Project, Inc. (PRIDE). A "Vendor" is any organization participating in PRIDE regardless of non-profit status, type of merchandise, or method of participation.
2. Signing or submitting the registration binds the contract and provides a media release to PRIDE. It should be known that media does come to the event and is responsible for its own releases.
3. All vendors must provide proof of liability insurance, naming PRIDE Day Equality Project as additionally insured (or sign a waiver of liability available from the Vendor Coordinator).
4. **LIABILITY:** Vendor expressly agrees to indemnify and save and hold harmless PRIDE, its officers, agents, volunteers and employees from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused.
5. **RAIN, COLD, ETC.:** Vendor agrees that PRIDE and its staff will not be responsible for any loss caused by weather, or any other unforeseeable circumstances out of the control of PRIDE.
6. **LOST, STOLEN OR DAMAGED ITEMS:** Vendor agrees that PRIDE and its staff will not be responsible for any lost, stolen or damaged materials, merchandise and/or property.
7. PRIDE reserves the right to make changes at anytime and as deemed necessary by the Vendor Coordinator or any other staff.
8. **EXCLUSIVITY:** PRIDE does not guarantee to any vendor the exclusive right to sell any product. PRIDE does retain the exclusive right to sell certain products.
9. PRIDE requires each vendor to comply with City of Eugene Fire Code, Parks & Open Spaces Code, Oregon Anti-Discrimination Senate Bill 2, and the City of Eugene Human Rights Ordinance*. Copies of the Fire Code and Parks & Open Spaces Code are available at their offices.
10. The PRIDE committee will operate under the direction of the Fire Marshal and Park & Open Spaces officials to ensure all vendors are in compliance. The decisions of these officials are final and may require corrective action or removal of vendor's booth from the site of the event. These decisions are not subject to arbitration.
11. The PRIDE committee retains the authority to deny any vendor registration at any time if it determines (by 2/3rds majority vote) that the vendor is not in compliance or acts in opposition of the Human Rights Ordinance. This includes the authority to require the vendor to leave at any time during the event, should a violation or information be made known to the committee members.
12. Should a disagreement with the decision of the PRIDE committee or Vendor Coordinator occur the vendor may write a statement to the committee, which will be considered at the next meeting. If the vendor disagrees with that decision, an arbitrator can be requested. The decision of the Arbitrator will be final. All fees associated with arbitration will be the responsibility of the party requesting arbitration. All arbitration will take place in Eugene, Oregon.
13. All checks or money orders that are returned by the bank are subject to an additional \$15 return fee. All amounts must be paid to participate in PRIDE.

*The entire text of of the City of Eugene's Human Rights Code may be found at their website: <http://www.eugene-or.gov>
In short, the findings are as follows: The city finds that discrimination on the basis of race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, source of income, and disability poses a substantial threat to the health, safety and general welfare of the citizens of Eugene, Oregon. The text of Oregon Senate Bill 2 can be found by Googling "Oregon Senate Bill 2 for 2009."