



#PartyOnPost

PARTICIPANT GUIDELINES AND AGREEMENT

Project MORE Foundation and County of Santa Clara Public Health Department (hereinafter referred to as “Host”) present Jubilee Wellness Festival (hereinafter referred to as “Event”), on Saturday, September 21, 2019. Event offers attractions, entertainment, health services, vendors, and wellness resources for the public, 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 Host is strictly prohibited.

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

By agreeing and submitting your participant registration, you (hereinafter referred to as “Participant”) agree to comply with the following terms and conditions. Violations of these terms and conditions can be cause for ejection from event without a refund, and can result in expulsion from future events. Incomplete registrations will not be accepted.

Exhibitor Booth Space: You are required to provide your own booth structure, table, and chairs to occupy the space you agreed to rent, and that otherwise meets all City and County requirements. Portable 10x10 pop-up tents may be used, but require weighted anchors per City of San José Fire code. Tables and chairs are available for rent, and electricity can be purchased for an additional fee.

Products: You may use your booth to display, market, and advertise a product or service. Participants may not sell food or beverages. Food vendors will be required to strictly comply with all City and County health and safety regulations. Any fines or penalties incurred from will be the responsibility of the Participant.

Trademarks: Host reserves the right to the use of its logos, name, marks, symbols, and other intellectual property. Any use of these without express written permission is a violation of the agreement with Host and will result in expulsion from the event.

Placement: Host reserves the sole right to place Participants in any location it deems fit. Host will try to accommodate requests by Participants, but makes no guarantees. If you have a special requirement (i.e. ADA accommodation) please contact our Event Coordinator at events@domoreproject.org or call (408) 673-1745.

Exclusivity: Product exclusivity is granted only to those Participants who pay an exclusivity fee established by Host. The Host reserves the sole right to determine who will be granted exclusivity and to determine the number of exhibitors that sell similar products and/or services.

Set-Up/Teardown: Participants can enter the event through the Exhibitor entrance beginning at 4:00 p.m. the day of the event. An exhibitor loading/unloading zone will be available. Vehicles are not permitted inside the event. Participant booths must be fully operational for public entry by 5:30 p.m. Participants may not close or abandon their booth space till after 10:00p.m. Early closure is subject to a \$100.00 fine, and can result in expulsion from future events.

Electricity: An electrical connection of up to 15 amps may be purchased for an additional fee. The locations for which power can be supplied are limited and available on a first-come first-served basis only. Participants will have one power connection per booth and are responsible for their own power strips or extension cords within their booth area. Due to City of San José fire regulations, generators are not permitted without prior written consent of Host.

Parking: Participants and attendees may park in various garages in the area for a nominal fee. The nearest parking structure is located at 60 S. Market Street inside the Koll Building. Discounted parking passes are available for an additional fee, prior to the event. Each purchased booth will receive one (1) complimentary parking pass.

Admission: The event is free to attend. Attendees will be asked to contribute donations to finance the event and other LGBTQ and Ally health and wellness related initiatives by Host.

Rainbow Chamber Member Discount: Current members of the Rainbow Chamber of Commerce Silicon Valley are entitled to a 40% discount on their exhibitor booth fee. Proof of membership and/or verification from the Rainbow Chamber is required.



Deadlines: Exhibitor registrations are due by 5:00 p.m. on September 7, 2019. At the discretion of Host, late applications may be accepted. A \$25.00 late fee may apply. Prospective sponsors should submit their registration prior to July 15, 2019 to maximize their exposure opportunity.

Refunds/Exchanges: All participant fees, booth add-on charges, parking passes, sponsorship charges, and other associated purchases are final. Host has no obligation to refund any fees paid by the participant or transaction payee. Participants are prohibited from reselling purchased items from Host. No exchanges are permitted without the expressed written approval from Host.

Abandoned Space: Assigned spaces not checked-in and occupied by the Participant by 5:00pm on the day of the event will be subject to resale by Host. Provided there is adequate additional space, the original Participant may be reassigned, but under no circumstances will a refund be made.

Insurance: All Participants must provide proof of insurance. A Certificate of Insurance must be submitted with your application naming Project MORE Foundation and County of Santa Clara as an additional insured with a minimum general liability limit of \$1 million.

- **Additional Insured Endorsement shall read:** "Project MORE Foundation, County of Santa Clara, members of the Project MORE Foundation, Inc. Board of Directors, members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, contractors, volunteers and employees of Project MORE Foundation, and County of Santa Clara, individually and collectively, as additional insureds."

Noise: Host reserves the right to monitor or prohibit the use of any electronic equipment, machinery, or other activity that it determines, in its sole discretion, is distracting from other booths or attendees.

Conduct: All Participants and all of their representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste. Host reserves the right to eject from the event area anyone violating or exhibiting behavior that is not safe, discriminative, unlawful, or those distracting to others.

Adult Products: Sellers/Providers of adult products, including but not limited to movies, toys, publications, or other items of an adult nature must clearly identify this on the application. Host reserves the right to limit, impose special conditions on, or prohibit in its sole discretion. Adult products are subject to additional review and written approval by Host.

Alcohol: The sale, distribution or consumption of alcohol at the event is prohibited. Those in possession are subject to ejection from the event area, and law enforcement action.

Drugs and Controlled Substances: The possession and consumption of any controlled substances is prohibited in the event area, and deemed distracting activity. This includes "legal" or "medicinal" marijuana. Persons in possession of unlawful substances or other drug related paraphernalia will be ejected, and subject to arrest.

Tobacco/Electronic Smoking Devices: The Event shall be smoke-free. The use of tobacco or electronic smoking devices of any kind is prohibited. Smoking and vaping shall be confined to designated smoking areas outside the event.

Right to Participate: Host has legal possession and control of the event site and the surrounding closed streets on the event date(s), pursuant to approved street closure with the City of San José. Host reserves the right to remove any person, participant, attendee or Participants from the assembly area, or event, who, in its sole discretion, hinders the safety or progress of the event, or places other participants or spectators in physical danger, or whose participation is inconsistent with the purposes and objectives of the event. Host may remove anyone for any reason, including but not limited to:

- Participant is found to have falsified any of the statements contained in the registration;
- Participant is found to have changed or added to the use described in this registration;
- Participant creates a nuisance to Host, its licensees, and/or its guests;

POST STREET
JUBILEE
WELLNESS FESTIVAL
A NATIONAL GAY MEN'S HIV/AIDS AWARENESS DAY EVENT

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- Participant fails to follow the Participant Guidelines and Agreement; or
- Participant's use of the premises in any way interferes with the orderly, safe, and successful conduct of the event.

Photography and Videography Release: You and all participants in the booth grant Host the right to take still or moving photographs, video, digital, audio, or other recordings ("Photographs"), and to reproduce, display, distribute, perform, digitize, transmit, broadcast and otherwise use those Photographs, in any and all media and manners now known or hereafter discovered throughout the world in perpetuity, in whole or in part, modified or altered, either by themselves, or in combination with other photographs or materials, The Photographs may be used by Host for any purposes whatsoever including without limitation, all promotional and advertising uses, on its web site, and for other purposes. Participant expressly agrees to inform its Participants that they are granting these rights in consideration of the opportunity to participate in the event. Participant hereby forever releases and discharges Host from any and all claims, actions and demands arising out of or in connection with the use of the Photographs, including, without limitation any and all claims for invasion of privacy, publicity rights, defamation, trademark rights, and all other rights. Participant waives all rights to royalties, license fees, or other compensation related to the use of the Photograph.

Non-Discrimination: All Participants attest you 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 HIV status.

Licenses and Taxes: Participants are responsible for obtaining and complying with all necessary licenses, permits, and tax regulations.

Limitation of Liability, Indemnity, and Release: The Project MORE Foundation and the County of Santa Clara, 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 Participant or any of its officers, agents, volunteers, employees, independent contractors, or other representatives, resulting from theft, fire, water, accident, or any other cause.

Participant shall indemnify, defend, and hold harmless the Project MORE Foundation and the County of Santa Clara, 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 Participant or any of its officers, agents, volunteers, employees, independent contractors or other representatives, (ii) from and against any and all claims arising from breach of, or default in the performance of any obligation on Participant'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.

Under no circumstances shall the Project MORE Foundation and the County of Santa Clara 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.

Jubilee Wellness Festival is operated entirely by Project MORE Foundation's professional volunteer workforce that will do their best to provide good customer service, address your concerns timely, and ensure everyone has an enjoyable event experience. Please remember we produce this event for the citizens of the Silicon Valley. Please keep your booth engaging, interactive with attendees, health and wellness minded, and in good taste. To help make this event continuously successful, please adhere to our rules and deadlines. Obnoxious or disrespectful conduct towards the organizers will not be tolerated, and may result in removal from the event.

For questions or assistance, please contact our Event Coordinator at events@domoreproject.org or call (408) 673-1745.

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A registered nonprofit 501(c)(3) public charity.