

GALLERY NIGHT PARTICIPATION AGREEMENT

This Agreement is made and entered into by and between the undersigned parties effective the latest date of a party's signature.

1. The undersigned Participant agrees to participate in the event known as "Gallery Night" under the terms and conditions set forth in this Agreement.

2. Participant which is a(n): () restaurant/bar; () restaurant/bar serving beer and wine only; () non-profit organization; () other organization, and which desires to participate in: () An Individual 2012 Event; () Entire 2012 Series shall pay to the Pensacola Downtown Improvement Board ("DIB") by the due dates indicated below the following participation fees:

<u>Participant</u>	<u>Entire 2012 Series</u>	<u>Individual Event</u>
Restaurant/Bar	\$1200.00	\$200.00
Non-Profit Organization	\$ 270.00	\$ 45.00
Other Organization	\$ 600.00	\$100.00
Restaurant/Bar (Beer & Wine only)	\$ 900.00	\$150.00
Due Dates	Before 1/27/2012	30 days prior to event

3. Further, if Participant is a Restaurant or Bar, Participant shall provide to DIB on or before the aforesaid Due Date, a certificate of insurance listing the DIB and the City of Pensacola as an additional insured under Participant's general liability, liquor liability, and property damage insurance policies.

4. In consideration of the undersigned's participation in Gallery Night, the

Participant does hereby covenant and agree to indemnify and hold the Downtown Improvement Board, the City of Pensacola, and their respective officers, directors, executives, employees, and agents harmless from and against any and all claims, liabilities, causes of action, damages, and expenses, including reasonable attorneys' fees, which they or any of them may suffer or incur arising out of or in connection with service by the Participant of alcoholic beverages during such events, or arising out of the Participant's participation in such events.

5. At least fifteen (15) days prior to each Gallery Night event Participant shall provide to DIB promotional information about Participant's featured artist for use by DIB in its promotional/marketing activities.

6. For at least six (6) days preceding each Gallery Night event in which Participant is participating, Participant will prominently display in its business location the Gallery Night poster/banner provided to Participant by the DIB.

7. During each Gallery Night event in which Participant is participating, between the hours of 5:00 p.m. and 9:00 p.m., Participant will have a featured artist physically present at Participant's place of business displaying or demonstrating their artwork.

8. Participation outside a Participant's place of business or storefront is limited to activities featuring visual artists, live musicians, and/or the artful preparation of cuisine typically prepared and offered by the Participant's establishment, and is limited to Participants who execute this Agreement. The DIB shall issue permits to Participants who execute this agreement solely for authorized activities as determined by the DIB in its sole discretion. Such issued permits must be clearly displayed by the artist or musician displaying or performing on the sidewalk outside the Participant's establishment. Other outdoor activities are prohibited and

permits for prohibited activities will not be issued. Prohibited activities for which permits are not issued may not be carried on outside a Participant's business or storefront but rather must be carried on, if at all, inside the Participant's place of business.

9. All drinks served or sold on the sidewalk or outside of a building during the event must be in a container other than a glass bottle.

10. Amplified music and noise levels will be regulated during events by the DIB. Participant covenants and agrees to immediately abide by any and all requests by the DIB to reduce or otherwise modify amplified sounds.

11. All fees paid by Participant are fully non-refundable. Participants failing to timely and completely comply with paragraphs two (2) through ten (10) inclusive above shall not be covered by DIB's Specialty Center Area Permit (pertaining to service of alcoholic beverages) nor shall said Participants be included in DIB's promotional/marketing activities for said event. Fees paid will not be pro-rated, apportioned, or refunded in any manner whatsoever.

12. DIB shall arrange promotional marketing activities as it deems appropriate, shall procure a Specialty Center Area Permit for each Gallery Night event, and shall provide the posters/banners described in paragraph six (6) above.

13. This Agreement shall be construed under and in accordance with the laws of the state of Florida. This Agreement is not assignable in whole or in part by the Participant. This Agreement shall be binding upon the parties and their respective permitted successors and assigns.

Participant:

(Print Name of Organization)

(Signature)

Print Name: _____

Its: _____

Date: _____

DOWNTOWN IMPROVEMENT BOARD

By: _____

Its: _____

Date: _____