

# Capital Pride Alliance

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*Pride 2018 Celebration – Festival FOOD VENDOR Terms and Conditions*

## **Our Mission**

*The Capital Pride Alliance, through its stewardship of diverse programming and events, specifically year-round LGBTQ+ Pride festivities centered in Washington, DC and the National Capital Region, serves to celebrate, educate, support, and inspire our multi-faceted communities in order to grow and preserve our history and protect our rights for current and future generations.*

## **Our Purpose**

*Capital Pride Alliance is the producer of the annual celebration of Pride in The Nation's Capital for the national capital region's LGBTQ+ community and partners. Each June, Capital Pride presents nearly two weeks of events to celebrate the diversity of the DC area LGTBTA community, including the Capital Pride Parade, Festival and Concert. In addition, Capital Pride produces a wide range of educational, entertainment, and community events to celebrate the community throughout the year.*

## **Online Application Information**

Capital Pride Alliance retains the right to refuse any Parade or Festival application without liability. Capital Pride Alliance retains the right to cancel events during the *Celebration of Pride in The Nation's Capital* at any time, in part or in full, without liability.

The act of receiving an online registration application shall not be deemed to impart or imply any obligation for Capital Pride Alliance to accept any bid or application. Upon approval of an application, the successful applicant will be notified via email of their acceptance and admission into the 2018 Capital Pride Parade and/or Festival. Applications will be considered incomplete and will be placed on hold if full payment is not made at the same time that the application is submitted online.

These rules and regulations form part of the Application and Agreement for participation in the 2018 Capital Pride Celebration ("Parade" and/or "Festival") between the Capital Pride Alliance, Inc. d.b.a. Capital Pride ("CPA"), and the Parade or Festival Applicant ("Participant").

In order to participate in the 2018 Capital Pride Celebration, all organizations, affiliates, and individuals must:

- Support the mission and purpose of Capital Pride Alliance.
- Abide by the Rules of the Parade & Festival Entry and all Terms and Conditions.
- Acknowledge that a failure to honor the mission, and undertaking of the parade and festival; or failure to comply with Capital Pride Alliance's rules could result in penalties, including exclusion from current and future events; or financial penalties.
- All applicants must meet category (non-profit or for-profit and tier) eligibility requirements as outlined in the online registration application. If requested by Capital Pride Alliance, applicants must provide proof that they qualify for the category applied for on their registration form. Should there be a dispute, Capital Pride Alliance reserves the right to deny an application on the grounds of ineligibility or offer the applicant an opportunity to reapply under the appropriate category with payment of the appropriate fees.

Pride Parade and Festival participants who breach any of the terms and conditions may be banned from participating in present or future Capital Pride Events. Please note the Parade, Festival, and Concert are “rain-or-shine” events. Capital Pride Alliance does not assume any liability for bad or inclement weather or other factors outside the control of Capital Pride Alliance. **Refunds cannot and will not be made for any reason whatsoever.**



For further *Pride in the Nation's Capital* information visit our web site at [www.CapitalPride.org](http://www.CapitalPride.org). All applicants are deemed to have read and agreed to the following. By completing this registration application and submitting it for consideration the Applicant agrees to abide by the Terms and Conditions listed below:

## WHEREAS

On behalf of and with authority of the organization/ business/ individual making this application:

- 1) The Applicant confirms that they are of the age of majority and have the authority to assume full responsibility for the behavior of all persons participating in the events falling under this application. The Applicant further agrees to comply with all applicable federal, state, and municipal laws and regulations in connection with the event.
- 2) The Applicant agrees to operate in a manner consistent with the celebration of Pride and the positive value of diversity and identity in the Lesbian, Gay, Bisexual, Transgender, and Queer communities.
- 3) The Applicant hereby declares that no policy discriminates against, or harassment of any person who is employed by or is seeking either employment, membership, partnership, or volunteer status with the organization/business or individual on the basis of race, color, national origin, religion, sex, gender identity, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran.
- 4) Assignment of placement in the Parade and at the Festival is processed according to many criteria. Placement is at the sole discretion of Capital Pride. Should conditions dictate, Capital Pride reserves the right to reassign placement as necessary through the start of the events.
- 5) The Applicant specifically agrees that Capital Pride Alliance assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of the organization/business or individual. To the full extent permitted by law, the CPA shall not in any manner or for any cause be liable or responsible to any Participant or any other for any injury or damage to any person, business, or property in any way related to, or arising in connection with, the Parade and Festival. Any and all claims for such injuries or damages are hereby waived and Applicant/Participant agrees to indemnify and hold harmless the CPA and directors, officers, staff, vendors, volunteers, and agents (the “Indemnified Parties”) against any and all claims, liabilities, losses and expenses, including reasonable attorney’s fees, imposed on, incurred by, or asserted against Indemnified Parties caused by any act or omission of Participant, or arising in connection with the activities conducted by the Participant in connection with the Parade.
- 6) The Applicant understands that alcoholic beverages and controlled substances are not permitted at the Festival site (outside of beverage gardens and provided by Capital Pride) or on the Parade route or staging area.

## 7) Consequences



The Applicant understands and agrees that any breach of contract may result in one or more of the following consequences:

- a) Denial of permission to participate in the Pride Parade and/or Festival
- b) Forfeiture of any and all registration fees
- c) Removal from participation during the Pride Parade and/or Festival
- d) Financial penalties
- e) Legal action with respect to Breach of Contract and/or Trespassing
- f) Exclusion from participation in future events
- g) Application of criminal charges
- h) Legal action to recover monetary costs related to actions by the participants, including damage to property, court fines, and fees resulting from lawsuits or charges against CPA

## 8) Financial & Contractual Requirements

- a) Refunds cannot be made for any reason.
- b) All fees are payable online by CREDIT CARD. Capital Pride Alliance accepts Discover, American Express, Visa & MasterCard; cash will not be accepted.
- c) Applicants that are unable to pay with a credit card will be charged a processing and bank fee.
- d) Applications will not be processed if payment is incomplete. The next applicant on the waiting list will be contacted immediately and presented with an opportunity to register.
- e) Terms: Before May 1, 2018, net 30 days; registration is not confirmed and will be cancelled if not paid within 30 days.
- f) Absolutely no applications will be considered after May 1, 2018 if full payment is not made with a credit card at time of registration.
- g) If payment is not received by invoice due date, your registration will be cancelled. Should your organization re-register, the discounted rate of the original application is not valid and the applicant will be responsible for the full payment amount.

## 9) Festival requirements:

**Please review all requirements and provisions related to booth space.** Failure to provide strict compliance with all provisions, and all applicable District of Columbia government regulations and requirements, will result in denial of access to booth space and forfeiture of all applicable fees, and may result in reimbursement to CPA of government-imposed fines and penalties.



- a) **Food and Beverage** - The CPA reserves the right to be the sole provider of all beverages of any kind. Beverages of any kind, including, but not limited to, water (bottled or any other kind), soft drinks or sodas, sports drinks, juices, smoothies, or alcoholic beverages may NOT be sold (or otherwise distributed) by any exhibitor. Only beverages or food for personal consumption by organization personnel is permitted.
- b) Only Exhibitors applying for “Food Vendor” space may sell (or otherwise distribute) non-alcoholic beverages, food, or food products of any kind. No vendors may sell or otherwise distribute alcoholic beverages.
- c) Assignment of booth space and booth space location is at the sole discretion of the CPA. Should conditions dictate, the CPA reserves the right to reassign booth space and/or relocate booth space as necessary.
- d) Exhibitors shall not place in the booth space any apparatus or goods that shall in any manner be objectionable, or that shall in any manner be dangerous. The CPA reserves the sole right to determine whether such apparatus or goods are consistent with this provision and may require their immediate removal.
- e) The CPA reserves the right to move or prohibit the display of any signage, article, or product that, in its opinion, is not in keeping with the nature and character of the Festival, or not in harmony with other booth spaces.
- f) No Exhibitor shall operate amplification equipment or voice or audio reproducing machines of any type. The CPA has the sole authority to require the immediate removal of any such equipment.
- g) Booth spaces will be staffed and operated in a professional and courteous manner at all times. The CPA reserves the sole right to determine compliance with this provision, and have the right to order the immediate cessation of any activity in violation of this requirement.
- h) Exhibitor shall have the right, subject to the provisions herein contained, to arrange materials and goods within the booth space allotted to them in the manner best suited for displaying and demonstrating their goods and services. No part of an exhibit shall extend outside of the booth space, or interfere with adjoining booths. No signage, flyers, or promotional materials of any kind may be posted in or on locations outside of the allotted space within the perimeter of the Festival area, without prior written permission by the CPA.
- i) Within a maximum of two hours of the closure of the Festival Exhibiting hours, Exhibitor shall have removed all property, goods, and materials brought into the Festival area, and shall leave the space both broom clean and free from all rubbish. All rubbish must be properly disposed of according to Festival Site guidelines.
- j) Exhibitor shall “load-in” all property, goods and materials during the designated set-up period only.
- k) Exhibitor shall be prohibited from removing property, goods, and services during the operating hours of the Festival, without the written consent of the CPA.
- l) Exhibitor shall not assign or sublet any of the booth space(s) granted to them as set forth herein, without the prior written consent of the CPA.



- m) Exhibitor shall install materials in such a manner as not to cause damage to the booth space, any other booth space(s), or to the Festival grounds. Any such damage and subsequent liability incurred by the CPA, or resulting government fines, shall be paid by Exhibitor or reimbursed to the CPA.
- n) Exhibitor must make provisions for the safeguarding of goods, materials, equipment, and displays at all times. The CPA does not guarantee or protect exhibitors against loss or damage of any kind. The CPA shall in no way be liable for Exhibitor failure to make provisions for the safeguarding of such items, and Exhibitor agrees to indemnify and hold harmless the CPA for any such failure to make such provisions.

## **10) Washington, DC Municipal Requirements**

- a) Participant represents and warrants that the participant and organization has or will maintain throughout the conclusion of the festival appropriate insurance policies and coverage limits for all vehicles, property, and individuals participating in the festival on behalf of the Participant, and that CPA is, or will be, named as an insured under such policies for the period of the festival. Participant will provide CPA with a copy of such policies upon CPA's request. The CPA shall in no way be liable for Participant's failure to obtain proper insurance, and Participant agrees to indemnify and hold harmless the CPA for any such failure to obtain insurance.
- b) Exhibitors shall comply with and ensure that its employees and agents comply with all legal requirements imposed by any government agency, including, but not limited to, all District of Columbia health, food and safety regulations, Federal and District of Columbia licensing and tax regulations, and all applicable site regulations related to the use of public space in the District of Columbia.
- c) The District of Columbia will be enforcing collection of D.C. Sales Tax on all items and goods sold by Exhibitors, including, but not limited to, sales by Non-Profit Exhibitors. All Exhibitors, whether or not conducting sales or accepting contributions, will be required to complete and sign an official sales report and will be required to pay directly to the District of Columbia the total amount of applicable sales tax due. The total amount of any contributions not related to the sale of goods, products, services, or any other such sale items, and not subject to D.C. Sales Tax, must also be included on the official sales report. DC Tax forms will be sent via email with a direct link to DC Tax & Revenue – it is your responsibility to complete and submit these tax forms post event.
- d) Exhibitors planning to hold drawings, raffles, or other similar activities (“drawing”), must identify and comply with all applicable local, state, and federal rules, laws and regulations. The awarding of prizes or similar materials, products, merchandise, services or similar benefits (“prizes”) shall be the sole responsibility of the Exhibitor and the CPA shall not be liable or responsible for Exhibitor's failure to properly conduct the drawing or distribute prizes.

## **12) Liability Release**

In consideration of the acceptance of this application and permission to participate in the Parade and/or Festival, I, for myself, my heirs, executors, administrators, successors and assigns hereby release, waive and forever discharge Capital Pride Alliance staff, board, volunteers, and suppliers, the City of Washington, DC and all other associations, sanctioning bodies and sponsoring companies, and all their respective CPAs, officials, servants, contractors,

representatives, volunteers, staff, elected and appointed officials, successors and assigns OF AND FROM ALL claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWEVER CAUSED, arising or to arise by reason of my participation in the said event, whether as an exhibitor, spectator, participant, contingent or otherwise, whether prior to, during or subsequent to the event, AND NOTWITHSTANDING that the same may have been contributed to, or occasioned by the negligence of any of the aforesaid.



I FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY all of the aforesaid from against any or all liability incurred by any or all of them as a result of, or in any way connected with my participation in the said event. BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE ABOVE WAIVER, RELEASE AND INDEMNITY. I WARRANT that I am physically fit to participate in this event.

I have READ, UNDERSTOOD and AGREE TO all the terms and conditions of this application and all the terms and conditions contained herein.

**BY PURCHASING A PARADE CONTINGENT AND / OR EXHIBITOR PACKAGE, I DO HEREBY AFFIRM THAT I UNDERSTAND, ACCEPT, AND WILL ABIDE BY ALL TERMS AND CONDITIONS OF THIS CONTRACT. I UNDERSTAND THIS IS AN ELECTRONIC TRANSACTION, AND THAT BY PURCHASING THE PACKAGE AND MAKING APPLICATION FOR THE PACKAGE, I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.**

## FOOD VENDOR ADDENDUM



### I. Food Vendor Agrees To:

- A. Supply all necessary services and equipment required for the continuous operation of the booth(s) during the event operating hours, including but not limited to, the following:
- 1) Compostable products (plates, cups, cutlery, napkins) to help the festival become closer to a “zero landfill” event;
  - 2) Service counters, tents, tables, chairs;
  - 3) All cooking and heating equipment;
  - 4) One (1) ABC type fire extinguisher;
  - 5) Hand washing/hand drying system plus Handi-Wipes or similar product;
  - 6) All necessary cooking and serving (compostable) utensils;
  - 7) All appropriate and customary single service flatware, paper products and condiments; all flatware and paper products must be eco-friendly;
  - 8) Water for cooking and hand washing
  - 9) If bringing a generator, you must obtain a generator permit from the fire marshal. Additionally, the generator must fit inside your designated 20’x10’ space.
  - 10) Propane permit from the Office of the DC Fire Marshall
- B. To conduct all business within the 20’x10’ space allotted in an orderly manner; to deposit all internal debris, garbage, cans, paper, etc. in designated areas and keep the area within and surrounding their concession area free from all debris. Vendors must, at their own expense, keep their concession space and adjacent areas clean. All concessions must be clean and ready to commence doing business at least one half-hour before the
- C. **No alcoholic beverages of any sort may be sold or dispensed by Vendor.**
- D. That all food and beverages sold shall include Sales Tax. Vendor agrees to collect all applicable sales taxes for sales at the Event, and to remit same to proper DC governmental authorities. Vendor further agrees to secure all necessary tax licenses for their booths and provide evidence of the same upon request.
- E. That only items approved by Manager, at prices approved by Manager shall be sold; all items must be available to order by Event attendees during all open times of the Festival.
- F. That all grease, coals, etc. shall be returned to their original containers, removed from the site and properly disposed of at Vendor’s cost.
- G. That combustible material will be kept at a safe distance from cooking and heating appliances.
- H. That all portable Liquid Propane Gas (LPG) gas containers shall not exceed the 60 lb size and have LPG approved connectors, regulators and hoses. **Vendors utilizing propane must obtain a permit from the Office of the DC Fire Marshall.**
- I. That Vendor is responsible for distributing its own product and equipment to booth(s) and must supply its own dolly or handcarts. Motorized vehicles are NOT permitted on grounds during operating hours.
- J. Vendor understands that the manager will make space assignments, and that any space assignment previously provided to the Vendor CANNOT be guaranteed for the event.

### II. Fees.



- A. Vendor shall pay a nonrefundable space rental fee of \$3,100. Discounts may be offered prior to February 28, 2018 as an 'early bird' rate.
- B. Additional fees for Premium Placement are due with the space rental fee.
- C. Additional fees for tents, tables and chairs apply.
- D. The space rental fee includes the following:
  - 1. An exhibit space which measures 20'x10'; or 20'x20' for Premium Placement. Exhibit spaces previously assigned to the Vendor cannot be guaranteed for the Event.
  - 2. Special Event permit from DCRA in order to conduct business on Pennsylvania Avenue.
- E. The space rental fee does not include (i.e. Food vendors are responsible for):
  - 1. Business license(s)
  - 2. Food-handling licenses
  - 3. Tax licenses
  - 4. Propane permit
  - 5. Generator Permit
  - 6. Other standard business operating licenses
    - a. The Food Vendor assumes all liability and responsibility for obtaining and displaying standard operating licenses, including those outlined in this paragraph. Manager shall NOT be held liable for Vendor's failure to obtain and display required licenses.
- F. All fees must be paid in advance in the form of credit card. All monies are due in US dollars.
- G. Vendor understands that Manager will monitor all food operations throughout the Event, and agrees to comply with any reasonable request made by the Manager; and may be subject to fines due onsite for continuous infractions.

### **III. Responsibilities**

- A. Manager will provide General security in and around Event; however each Vendor shall be solely responsible for security of their own booth space, including but not limited to all property, and equipment.
- B. Vendor shall comply at all times with all applicable health, fire and safety rules, regulations, orders, ordinances and laws. Vendor acknowledges that federal, state and local health, fire and safety officials have the right to inspect Vendor's booth(s) and operations at any time. Vendor agrees to immediately correct any violation and comply with any instruction aimed at improving the health, fire or safety condition of the booth(s).
- C. That Vendor shall comply with all licensing and permitting requirements in connection with the sale of food to the public. Vendor shall comply with all District of Columbia and Federal labor laws. Vendor shall comply with all District of Columbia and Federal Health Department regulations regarding festival vending requirements and will submit all required permits, Certificate of Insurance and licenses within 30 days of the event. Failure to complete this may result in forfeiture of festival fees and cancelation of your organizations participation in the event.





- D. At the time the application is submitted, Vendor shall submit for review a proposed list of items to be sold and prices to be charged therefore; all prices must include Sales Tax. Manager will notify Vendors of the items and prices that have NOT been approved and which items Vendor will be permitted to sell.
- E. Vendors shall be required to post in a conspicuous manner at the front of each booth a sign showing the items for sale and the prices charged for each item. All such signs must clearly state Sales Tax is included in the price. Failure to do so will result in forfeiture of all monies paid to Capital Pride and the immediate shut down of vendor booth. If Vendor sells items that were not previously approved by Capital Pride, and/or Vendor's pricing differs from the price schedule submitted to Capital Pride prior to the festival, Capital Pride will direct the Vendor to correct the incident. Failure to correct will result in immediate shut-down of the booth and forfeiture of any and all registration monies to Capital Pride.
- F. All boxes, crates, packing material, and debris of whatsoever nature used in connection with the space occupied by the Vendor must be removed from the grounds by the Vendor, at Vendor's expense, no later than two (2) hours after the end of the Event. It is understood that in the event of Vendor's failure to vacate said premises as provided herein, unless an extension of time is granted in writing by Manager, Manager may and is hereby made the agent of Vendor to remove and store the concessions contents and any other material of any nature whatsoever, at the Vendor's risk and expense, and Vendor shall reimburse Manager for any and all expenses thus incurred.
- G. The parties hereto agree that Vendor, and any agents and employees of Vendor, in the performance of this Agreement shall act in independent capacity and not as officers or employees or agents of Manager. Vendor is by virtue of this Agreement only leasing booth and concession space from Manager, and only for the duration of the event. Vendor and Manager do not have a partnership, joint venture or any other continuing relationship or obligation beyond the term of this Agreement. Vendor's warranties, indemnities and obligations to fully perform and pay Manager under the terms of this Agreement shall, however, survive the closing of the Event.
- H. That this Agreement is personal to the Vendor and may not be assigned nor the booth space sublet by Vendor except by prior agreement with Manager in writing. Any attempt to do so shall void this Agreement and all rents and deposits shall be forfeited by vendor. Person(s) executing this Agreement on behalf of the Vendor agree to be individually and personally responsible to Manager for Vendor's full compliance with all terms of this Agreement. Vendor agrees to have owner or manager present during all hours of the Event.
- I. **Insurance Requirements.** The Vendor shall provide, no later than ten (30) calendar days prior to the Event, a certificate of insurance, which sets forth the following:
1. Comprehensive General Liability Insurance. Vendor shall carry and be responsible at its own expense General Liability Insurance with a reputable insurance carrier acceptable to Manager, including product liability for personal injury and property damage with minimum limits of two million dollars (\$2,000,000.00) per occurrence.
  2. Worker's Compensation. Vendor shall carry at its own expense Worker's Compensation insurance in compliance with all applicable laws.
  3. Automobile Liability Insurance. Vendor agrees that any vehicle operated by Vendor or Vendor's employee will be covered by automobile liability insurance in full force and effect during the period of the Event, against risk of causing personal and property damage.
  4. **Certificate of Insurance.** Vendor shall supply Manager with a valid certificate naming Capital Pride Alliance, Inc. d.b.a. Capital Pride, its Agents, Employees, and Representatives; and the District of Columbia, and its Agents, Employees and Representatives, as additional insured's, and providing that additional insured's receive at least ten (10) days notice before any modification or cancellation of said coverage.
    - i. **COI Information: Capital Pride Alliance, 2000 14<sup>th</sup> Street, NW, Suite 105, Washington, DC 20009**

- ii. **Fax: 202-719-5304**
- iii. **Email: festival@capitalpride.org**



- J. There is no free electricity on site. Vendor agrees that only appliances listed on the application may be placed in a booth. No homemade appliances are permitted. Appliances must bear Underwriter's Laboratory seal of approval. Extension cords longer than 10 feet, and zipper cords are NOT permitted. Vendor relieves and releases Manager's employees, agents, representatives, and successors and assigns from any responsibility for loss or damage to food products or loss of food sales or other revenue that results from any failure or interruption of electrical service to Vendor's exhibition area.
- K. Security and Parking. Manager shall ensure general security for the site. Notwithstanding the provision of such security service, Manager shall not be liable to anyone for the loss of or damage to property, goods or equipment owned, controlled or in the custody of Vendor for any reason, including without limitation by reason of theft, damage, pilferage, vandalism, Force Majeur or acts of God. Vendor shall be solely responsible to provide security for Vendor's cash boxes and receipts. Vendor agrees to comply with all Manager-directed security procedures, credential systems, and parking requirements.
- L. Weather. In the event of inclement weather or other causes beyond the control of Manager, no portion of fees shall be refunded to Vendor. Vendor's booth(s) shall be ready to operate regardless of weather conditions. This is a rain or shine event.
- M. Indemnification. In addition to Vendor covenants in this Agreement, Vendor agrees to defend against, indemnify and hold harmless: Capital Pride Alliance, Inc. d.b.a. Capital Pride, and its officers, agents, employees, successors or assigns from any loss and attorney's fees and any claims, demands, actions from death, personal injury or damage to property brought against Capital Pride Alliance, Inc. d.b.a. Capital Pride. and the District of Columbia, and/or their officers, agents, employees, successors, or assigns caused by or arising in whole or in part from any one or more of the following:
  - 1) Vendor's performance or failure to perform any terms of this Agreement, or any breach by Vendor's warranties or covenants herein contained;
  - 2) The consumption of Vendor's food products sold or distributed by Vendor at the Event;
  - 3) Vendor's use of the booth or other facilities or improvements or equipment furnished to Vendor or otherwise employed at the Event by Vendor, his or her agents, employees or assigns;
  - 4) Vendor's gross negligence or willful misconduct or those of Vendor's employees or agents.
- N. Failure by Manager to require strict performance by Vendor of any of the covenants, provisions or conditions of this Agreement on one or more occasions shall not constitute a waiver by Manager of the right thereafter to require strict compliance with said covenants, provisions and conditions.
- O. This Agreement contains the entire understanding between the parties. No other representations have been made and no modifications or waivers shall be binding unless signed by the party whose rights would be affected. Manager and Vendor indicate their agreement to the terms and conditions of this Agreement by signing below. If this application has been submitted electronically, then by completing the application and by providing payment of fees, Vendor signifies full knowledge and acceptance of this Agreement in its entirety and without modification.