

# Capital Pride Alliance

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## *Pride 2019 Celebration – Festival Exhibitor 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 2019 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 2019 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 2019 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, 2019, 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, 2019 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 “Commercial – Food Sales” 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.**