

Capital Pride Alliance



Celebration 2019 – 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 LGBTQA community and partners. Each June, Capital Pride presents nearly two weeks of events to celebrate the diversity of the DC area LGBTQA 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. 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 by and enforce all applicable laws and regulations in connection with the event.
- 2) The Applicant operates in a manner consistent with the celebration of Pride and the positive value of diversity and identity in the Lesbian, Gay, Bisexual, Transsexual, Transgender, Intersex, Queer/Questioning, 2---spirited and Allied communities.
- 3) The Applicant hereby declares that policies upholding equal opportunity and non-discrimination have been adopted, by which discrimination on the grounds of Race, Color, Creed, National Origin, Religious or Political affiliation, Sex, Age, Personal or Family Relationships, Disabilities, HIV/AIDS, Income Restrictions, Union Affiliation, Sexual Orientation and Gender Orientation is prohibited by the organization/business or individual.
- 4) Assignment of placement in the Parade and Festival is processed according to many criteria. Assignment of 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 or Festival. Any and all claims for such injuries or damages are hereby waived and 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) 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) Refusal 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) Parade Terms:

- a) Participant understands the 2019 Capital Pride Parade will take place on Saturday, June 8, 2019. Parade check-in varies by contingent type between 1:30 – 4:30pm. The “period of the Parade” shall be from kickoff at 4:30pm until the conclusion of the Parade, when the last float passes 14th and R Streets, NW.



- b) All participants must attend an orientation meeting to discuss final assembly and participation regulations, and to receive Parade assembly time, and assembly instructions (location and time TBA). Participants located outside of the Washington Metropolitan area may make other arrangements to meet this requirement.
- c) Participant fees for all Applications are non-refundable. There is no “rain date” should the Parade be canceled or shortened due to inclement weather and no participant fees are refundable in the event of cancellation due to acts of God, fire, natural disaster, terrorism, war, military hostilities, or any other force majeure events, or cancellation by government agencies.
- d) The Applicant will not present any messages --- verbal, written, in imagery or otherwise --- that promotes or condones violence or the incitement of hatred. Participants shall conduct themselves in a professional and courteous manner.
- e) The Applicant will respect the right of all members and supporters of the lesbian, gay, bisexual, transgender, and allied communities to participate in the 2019 Celebration of Pride In The Nation’s Capital Pride Parade and/or Festival.
- f) All applicants are encouraged to coordinate their messaging with the theme of 2019 Celebration of Pride In The Nation’s Capital or in solidarity with the LGBTQA communities.
- g) Each contingent may represent one organization. Sponsoring organizations and loosely affiliated partner organizations require a separate registration, unless this requirement is specifically waived in writing by an authorized representative of CPA.
- h) Contingent types vary, but all include up-to 100 participants. Participants may select ONE (1) of the following types:
 - a. Float or Pulled Trailer
 - b. 1 vehicle
 - c. Up to 5 motorcycles
 - d. Up-to 100 walkers only

If additional vehicles, motorcycles, or participants are necessary, organizations have the opportunity to add a limited number of vehicles, motorcycles, or participants during the registration process.

10) Floats, walkers and vehicles in the Parade:

- a) The Applicant agrees to build their float and or vehicle to the following specifications:
Float dimensions may not exceed 9’ wide x 48’ long x 14’ high (street to highest point). Trailers must be towed by an accompanying vehicle and have a turning radius of not less than 90 degrees. All floats and trucks must have handrails or stabilizing line to prevent participants from falling off the float.
- b) Participant shall not use any apparatus, device, equipment, or material that shall in any manner be objectionable to other Participants or to spectators, or that shall in any manner be dangerous or calculated to cause injury to any persons coming into contact with them or the residents or property along the Parade route. The CPA has the sole right to determine whether such apparatus, device, equipment, or material is consistent with this provision and may require immediate removal.



- c) No Participant shall operate amplification equipment or voice or audio reproducing equipment that would cause annoyance to other Participants, to spectators of the Parade, to the residents and/or businesses along the Staging or Parade route or in excess of allowable levels according to government regulations. While in the Staging Area, Participants are permitted to conduct brief sound checks on audio equipment, but under no circumstances may any Participant in the Staging Area play music continuously through their audio system. The CPA has the sole right to determine whether a Participant is operating in a manner consistent with this provision, and has the right to order the immediate cessation of such activity.
- d) Participant must make provisions for the safeguarding of goods, materials, equipment, and displays at all times. The CPA shall in no way be liable for Participant's failure to make provision for the safeguarding of such items, and Participant agrees to indemnify and hold harmless the CPA for any such failure to make such provisions.
- e) Participants and contingents are responsible for picking up and cleaning the Staging Area and parade route with their appropriate contingent. Contingents and participants with confetti or items that are thrown from the contingent shall be monitored by parade officials and any contingent that does not self-cleanup shall incur fines or fees associated with cleanup by the District of Columbia Department of Public Works.
- f) The Applicant understands that the driver of any vehicle participating in the Parade must possess a valid Driver's license in the class appropriate to the vehicle, and appropriate insurance available for presentation at all times on the day of the Parade. The Applicant understands that any driver who is unable to produce a valid license or insurance will be removed from the Parade.
- g) Any driver who is found to be intoxicated or with controlled substances or alcohol on their persons or in their vehicles will be removed from the Parade.
- h) The Applicant agrees that all drivers of motorcycles, or any other vehicle that requires such protective gear, must wear the appropriate riding gear, including helmets, while riding their vehicles.
- i) The Applicant will comply with the rules and regulations of the staging area. Floats are to arrive ready-made with only final touches being applied within the staging area.
- j) The applicant acknowledges that upon completion of the Parade route, floats will be ushered into an immediate de-staging area where they will be dismantled to road-ready form within 10 minutes. Road ready vehicles are vehicles deemed to be safe on public roads in accordance with the Highway Transportation Board.

11) Washington, DC Municipal Requirements

- a) Participant represents and warrants that the Participant has or will maintain throughout the conclusion of the Parade appropriate insurance policies and coverage limits for all vehicles, property, and individuals participating in the Parade on behalf of the Participant, and that CPA is, or will be, named as an insured under such policies for the period of the Parade. 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) All floats and trucks must have handrails or a stabilizing line to prevent participants from falling off the float.



- c) Float dimensions may not exceed 9' wide x 48' long x 14' high (street to highest point). Trailers must be towed by an accompanying vehicle and have a turning radius of not less than 90 degrees.
- d) Sirens are not permitted.
- e) All floats must have a dry chemical extinguisher and a basic first aid kit on board.
- f) Participants may not continuously jump on and off the float.

12) Liability Release

In consideration of the acceptance of this application and permission to participate in the Pride 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 agents, 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.