

Capital Pride Alliance



Parade Terms and Conditions 2023

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

The Capital Pride Alliance (CPA), located in Washington, DC, is a nonprofit organization dedicated to serving the needs of the LGBTQ+ community all year long, through educational programs, major events, fundraising, outreach and advocacy, providing platforms for visibility, and supporting the work of our many community organizations and local businesses.

Online Application Information

The Capital Pride Alliance retains the right to refuse any Parade application without liability. The 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 the 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 2023 Capital Pride Parade. Applications will be considered incomplete and will be placed on hold if full payment is not made while the application is submitted online.

These rules and regulations form part of the Application and Agreement for participation in the 2023 Capital Pride Celebration ("Parade") between the Capital Pride Alliance, Inc. d.b.a. Capital Pride ("CPA"), and the Parade Applicant ("Participant").

In order to participate in the 2023 Capital Pride Celebration, all organizations, affiliates, and individuals must:

- Support the mission and purpose of the Capital Pride Alliance.
- Abide by the Rules of the Parade Entry and all Terms and Conditions.
- Acknowledge that a failure to honor the mission and undertaking of the Parade, or a failure to comply with the Capital Pride Alliance's rules and regulations, could result in penalties, including exclusion from current and future events as well as 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 the Capital Pride Alliance, applicants must provide proof that they qualify for the category applied for on their registration form. Should there be a dispute, the 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 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. The Capital Pride Alliance does not assume any liability for bad or inclement weather or other factors outside of its control. **Refunds cannot and will not be made for any reason whatsoever.**

For further information *about Pride in the Nation’s Capital*, 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 with 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 the applicant organization, business, or individual and that those policies prohibit 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.
- 4) Assignment of placement in the Parade 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 Parade.
- 6) The Applicant understands that alcoholic beverages and controlled substances are not permitted 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) Deny participation in the Pride Parade
- b) Forfeiture of all registration fees
- c) Removal from participation during the Pride Parade
- d) Financial penalties
- e) Legal action with respect to Breach of Contract and/or Trespassing
- f) Exclusion from participation in future events
- g) Referral of criminal charges, as appropriate, to law enforcement authorities
- h) Legal action to recover monetary costs related to actions by the participants, including damage to property and court fines and fees resulting from lawsuits or charges against CPA



8) Financial and Contractual Requirements

- a) Refunds cannot be made for any reason.
- b) All fees are payable online by CREDIT CARD. The Capital Pride Alliance accepts Discover, American Express, Visa, and 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, 2023, 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, 2023, if full payment is not made with a credit card at time of registration.
- g) If payment is not received by the invoice due date, the registration will be cancelled. Should an organization re-register, the discounted rate of the original application is void and the applicant will be responsible for paying the full amount.
- h) If the Capital Pride Alliance is required to officially cancel the event by March 31, 2023, 100% of collected registration fees will be refunded. No refunds will be given for event cancellation beginning April 1, 2023. Please note that registration fees are otherwise non-refundable for any other reason.

9) Parade Terms:

- a) Participant understands the 2023 Capital Pride Parade will take place on Saturday, June 11, 2023. Parade check-in varies by contingent type. The "period of the Parade" shall be from the time that a participant arrives at the staging area until the conclusion of the Parade.
- b) All participants must attend an orientation meeting to discuss final assembly and participation regulations, and to receive the applicant's 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 participants will not present any messages -- verbal, written, in imagery, or otherwise -- that promotes or condones violence or the incitement of hatred. Participants shall always conduct themselves in a professional and courteous manner in the staging area and on the Parade route.



- e) The participants will respect the right of all members and supporters of the LGBTQ+ and allied communities to participate in the 2023 Celebration of Pride in the Nation's Capital Pride Parade.
- f) All applicants are encouraged to coordinate their messaging with the theme of 2023 Celebration of Pride in the Nation's Capital or in solidarity with the LGBTQ+ communities.
- g) Each contingent may represent one organization. Sponsoring organizations and loosely affiliated partner organizations will each require a separate registration unless this requirement is specifically waived in writing by an authorized representative of CPA.

Contingent types vary. Participants may select ONE (1) of the following types:

- a. Float or Pulled Trailer and up to 50 participants
- b. 1 vehicle (Car/Pickup) and up to 75 participants
- c. Up to 5 motorcycles
- d. Up to 100 participants. Only banners and signs permitted.

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

10) Floats, walkers, and vehicles in the Parade:

- a) The participant agrees to build their float 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 a stabilizing line to prevent participants from falling off the float.
- b) The 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 encountering them, the residents, or the property along the Parade route. 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, spectators of the Parade, residents and businesses along the Staging or Parade route or more than 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. 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) Each participant must make provisions for safeguarding their goods, materials, equipment, and displays at all times. CPA shall not be liable for any participant's failure to safeguard such items, and the Participant agrees to indemnify and hold harmless CPA for any failure to make such provisions.



- e) Participants and contingents are responsible for cleaning up their part of the Staging Area as well as those areas of the parade route. Contingents and participants are prohibited from throwing or tossing objects of any kind during the Parade, including confetti, beads, and candy. Items and giveaways must be handed directly to spectators. 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 participant agrees that the driver of any vehicle used in the Parade must possess a valid Driver's license in the class appropriate to the vehicle and must possess appropriate automobile insurance; proof of insurance must be always available for inspection on the day of the Parade. 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, under the influence of illegal drugs or in possession of controlled substances or alcohol will be removed from the Parade.
- h) The participant agrees that all drivers of motorcycles, or any other vehicle that requires protective gear, must wear the appropriate required gear, including helmets, while operating their vehicles.
- i) The participant will comply with the rules and regulations of the staging area. Floats are to arrive ready-made with only the last touches being applied within the staging area.
- j) The participant acknowledges that upon completion of the Parade route, floats will be ushered into an immediate de-staging area where they are quickly to become road-ready form within five minutes. Road ready vehicles are vehicles deemed to be safe on public roads in accordance with the National Highway Traffic Safety Administration.

11) Washington, DC Municipal Requirements

- a) The participant represents and warrants that the participant has and 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 additional insured under such policies for the period of the Parade in the amount of \$1,000,000. Participant will provide CPA with a copy of those policies upon CPA's request. CPA is not liable for participant's failure to obtain proper insurance, and Participant agrees to indemnify and hold harmless CPA for any failure to obtain insurance. Additional insured information should be listed as:

*Capital Pride Alliance, Inc.
2000 14th Street NW STE 105
Washington, D.C. 20009*

Memo: Pride Parade, June 11, 2023

Organizations that are unable to add CPA as an additional insured under a general liability policy must receive written approval from an authorized representative of CPA. All Participant vehicles must be insured, and this requirement may not be waived under any circumstances.



- 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). Float railings must be a minimum of 36 inches tall. 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 on board a dry chemical extinguisher and a basic first aid kit.
- f) Participants may not continuously jump on and off the float.

12) Liability Release

CPA is liable for any damage caused by CPA, its employees, subcontractors, or agents to Participant. Participant is liable for any damage caused by Participant, its employees, or agents to CPA. The Parties agree that no limitation of liability or indemnity provision applies to this Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused because of or during the performance of the Contract.

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 OR EXHIBITOR PACKAGE, I 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 APPLYING FOR AND PURCHASING THIS PACKAGE, I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.