

TERMS AND CONDITIONS

The company or individual named in the agreement shall be referred to as the applicant and specifically the Entrant in the case of the Pride Parade, and the Exhibitor in the case of East Side Pride and Sunset Beach Pride Festival. The Vancouver Pride Society, producers of the Pride Parade, East Side Pride and Sunset Beach Pride Festival shall be referred to as VPS. The Parade Route in Vancouver's West End, McSpadden Park, and Sunset Beach, is operated by the VPS with permission from the City of Vancouver and will be referred to as The Event. This document is not exhaustive and additional rules and regulations may be applied to the Event.

1) Allocation of Spaces + Deadlines

Applications will be processed on a first come, first served basis with the exception of the Pride Parade. Whenever possible, space assignments will be made in keeping with applicant preferences.

The VPS reserves the right to make final determination of space assignments and categorizations of applicants. Failure to meet payment deadlines will forfeit the Exhibitor and/or Entrant space. Relocation of purchased space will be in the overall best interest of the Event and is at the sole discretion of the VPS. The VPS does not warrant, guarantee or promise on expected traffic flow in any area of the Event.

2) Payment + Cancellation Policy

- i. All applications must be completed and submitted no later than May 1st 2012 and payment is required in order to process an approved application.
- ii. Payment must be made in full no later than 10 business days after approval has been granted from the VPS. Failure to meet this deadline waives the Exhibitor's and/or Entrant's right to the contracted space and the VPS will not guarantee the availability of the space at the Event.
- iii. Cancellation of Exhibit Space must be received in writing and will be refunded according to the following deadlines
50% - June 1st
25% - June 2nd – June 14th
0% - June 15th+
- iv. Refunds will be issued within 60 business days from the day of the Event.
- v. Returned cheques and refused payments will be charged processing fees and an NSF fee of \$35.00

3) Liability

The applicant assumes all responsibility for its property, including any and all loss, theft, or damage to displays, equipment and other property while on the premises of the Event and hereby waives any demand or claim it may have against the City of Vancouver and the Vancouver Pride Society including its Directors, Employees, Contractors and Volunteers. All property will remain under the custody and control of the applicant whether in transit to and from the Event, or within the Event or within the confines of the purchased space. In addition, the Exhibitor agrees **to indemnify and hold harmless the City of Vancouver and the Vancouver Pride Society including its Directors, Employees, Contractors and Volunteers** against any liabilities, claims, damages, suits, costs and expenses, including without limitation legal fees and costs, arising from or in connection with the occupancy and use of the Event premises or any part thereof or any negligent act, error or omission of the Exhibitor or its employees, subcontractors or agents. Exhibitors must obtain this in writing in the form of Vendor Kiosk Insurance no later than June 1st, 2012. Food & Beverage Exhibitors must obtain clearance from Vancouver Coastal Health in the form of a certificate or have submitted to VPS a temporary food services application by June 1st, 2012.

4) Exhibit Space

All exhibit spaces are 10'x 10' with the exception of food trucks whose exhibit space is 10' x 15'.

a) Exhibit Standards (Festivals)

- i. Any exhibit set-up that is taller than a standard exhibit space 10'x 10' must be approved by in writing the VPS.
- ii. Business must be conducted within your contracted exhibit space. Event space may not be used for exhibit purposes, or for general solicitation of business.
- iii. Distribution of literature, food and beverage samples or other exhibit material is forbidden outside the immediate your exhibit area.
- iv. Backdrops/signage must not exceed eight feet (8') in height.
- v. Exhibitors shall staff their exhibits at all times during the Event. See Liability.
- vi. Products exhibited are restricted to those products identified and approved on the exhibit space application. The VPS reserves the right to refuse any product not relating to the Event's mandate.
- vii. Any attention-arousing devices such as noisemakers, flashing lights, movies, music,

TERMS AND CONDITIONS

broadcasting, television, contest games, etc. must be approved in advance by the VPS.

- viii. Balloons, flags, etc are acceptable but must adhere to exhibit height requirements and must be approved by the VPS.

5) Parade Entry

Maneuvering is a problem in the West End due to overhead wires running across city streets and tight corners, thus, in the interest of safety and security, all Parade entries must not exceed forty feet (40') in length including individuals (equal to a 50 person Marching Unit) and fourteen feet (14') in height from the ground.

a) Entry Standards (Parade)

- i. The construction of Entries must occur prior to the Pride Parade and is prohibited in the Staging Area.
- ii. Samples and Souvenirs (see Soliciting, Samples + Souvenirs) handed out are restricted to those products identified and approved on the Entrant application. The VPS reserves the right to refuse any product not relating to the Event's mandate.
- iii. Items must be handed to participants along the Parade route. Throwing items is forbidden and Entrants in violation of this term may face a fine and or banishment from the Event in future years.
- iv. All Entries must remain in motion throughout the Parade. There is no stopping along the route. This also applies to choreographed routines.
- v. All members of the Entry must stay on the float or vehicle when it is in motion.
- vi. At a minimum, floats must have four (4) individuals on the street, one walking between the crowd and each wheel of the vehicle.

6) Contests, Competitions + Draws

Sales promotions and competitions conducted by Exhibitors in conjunction with their display must be free of any obligation on part of the winner. Prize winners must not be required to place an order before collecting the prize offered. Additionally, no personal information may be collected, retained, used, or secured without explicit written approval from the VPS and must comply with the Personal Information Protection Act (PIPA).

7) Soliciting, Samples + Souvenirs

Exhibitors and Entrants personnel or representatives distributing samples, souvenirs,

promotional material or soliciting business must have expressed written consent of the VPS and must do so from inside their Exhibit space, except where permitted with the expressed written consent of the VPS. Only participating Exhibitors have the right to sell goods and services at any VPS Event. All other parties who attempt to make sales solicitations in the Event space will be removed from the Event. Should you notice such conduct, it is in your best interest to report it to the Event Headquarters immediately.

8) Parking

Parking is available in public parking lots all around the Event locations.

9) Electrical/Lighting/Plumbing

Electrical, Lighting and Plumbing are not provided. Exhibitors must comply with Vancouver Coastal Health requirements where necessary.

10) Equipment

Equipment is not included in the Exhibitor or Entrant space but can be rented through the VPS.

11) Approval

Any approval or acceptance for the Event shall be made in writing by the VPS to the email address of the party provided in the application by June 1st for East Side Pride and July 1st for Sunset Beach Pride Festival and the Pride Parade.

12) Event Headquarters

Each event will have an on-site event headquarters which will operate 1 hour prior to the Event start and until the Event end with the exception of the Pride Parade. Check your sitemap for exact locations.

13) Check In/Check Out

ALL EXHIBITORS AND ENTRANTS are **required to check-in** during move-in to pick-up their exhibit/entry number. ALL EXHIBITORS AND ENTRANTS are **required to check-out** during move-out and must pass a site inspection. If the Exhibitor or Entrant does not pass the site inspection they will be asked once to make the required changes to pass. If the Exhibitor or Entrant fails a second time, they will be fined \$100.00 or 10% of their entry fee, whichever is greater.

14) Effective date of this agreement

This agreement becomes effective when submitted via application and applicable terms such as Vendor Kiosk Insurance and/or payment are met.