#### 2024 VANCOUVER PRIDE PARADE

#### **ENTRY TERMS & CONDITIONS**



#### **PREAMBLE**

The Vancouver Pride Society (VPS) is the organizing body behind the annual Vancouver Pride Parade, Festival and Pride Week events. The organization has been established on the international stage as a leader in organizing community events on a large scale.

#### **MISSON**

Vancouver Pride Society strives to produce inclusive, celebratory events, and advocate for 2SLGBTQAI+ communities through an intersectional lens.

#### **GOALS**

- To celebrate the Two Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Asexual/Aromantic and Intersex communities (2SLGBTQAI+) in an annual Parade and through other cultural and educational activities in local and Provincial communities that are part of, related to or in support of the 2SLGBTQAI+ community;
- 2. To connect with any local or Provincial Queer Communities through Educational Outreach for the advancement and education of 2SLGBTQAI+ issues; festivities and other Queer cultural activities;
- 3. To ensure that all of our constituents have access to and the ability to celebrate their 2SLGBTQAI+ identities, achievements, histories, and cultures. Such celebrations will include an annual parade and may also include various mediums for the purpose of art, education and information;
- 4. To ensure the sustainability of the Vancouver Pride Society through sound fiscal management policies and procedures accompanied by a long term plan for ongoing funding and sound management of the Society.

#### **CORE INTERIM VALUES**

- Ongoing Meaningful ReconciliAction: VPS acknowledges that we are occupying the ancestral and stolen lands of the xwməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish) and səlilwətał (Tsleil-Waututh) Nations. We commit to the advisory of Indigenous perspectives while we repair our relationships with our Host Nations. We commit to celebrating and centralizing Two Spirit, Trans and Queer Indigenous Peoples in our operations, programming and advocacy.
- 2. Unapologetically Queer + Intersectional: Vancouver Pride Society (VPS) is unapologetically queer. We acknowledge that there is strength in our collective and individual experience(s) and that lived experiences are intersectional. We recognize that our work must be equitable to Queer, Trans, Black, Indigenous, and people of colour (QTBIPoC) to represent all of our communities. We understand it is a privilege to express ourselves openly and freely in Canada. We stand in solidarity with our communities globally who continue to face harm for who they are.

VPS commits to respecting, celebrating and honouring all members of our community, regardless of sexual orientation, gender; gender expression, race; age, body type, personal ability, religious or social affiliation and beliefs; and socio-economic status.

\*Queer denoting 2SLGBTQAI+

- 3. Accountable to Racialized Communities: VPS acknowledges the harm the organization has caused to QTBIPoC community members. Equity starts with representation and opportunity, which we commit to reflect in our operations and programming. We acknowledge that our accountability, learning and unlearning are never-ending. We commit to engaging in restorative justice processes and continuous community consultation to regain the trust of QTBIPoC communities.
- 4. **Accountability:** VPS commits to remaining accountable to our community and membership by ensuring transparency in our policies, committing to reviewing our practice and engaging in meaningful dialogue with our community and membership.
  - VPS commits to holding our sponsors, vendors, artists and community partners accountable for their actions, policies and practices.
- 5. **Accessibility + Equitability:** VPS continues to transition our operations and events to be accessible for all bodies, mindsets and abilities; and will continue to evolve our offerings and accommodations to reflect the needs and visions of our communities.
- 6. **Safety:** The safety and well-being of our stakeholders and community members are of the utmost importance. We commit to co-creating safer spaces by appropriately planning and providing sufficient resources.
- 7. **Environmental Sustainability:** VPS commits to policies and practices that minimize the environmental impacts and consumption associated with our events and operations.
- 8. **Collaboration + Shared Space:** VPS commits to engaging with Vancouver communities and the wider Lower Mainland by sharing opportunities for collaboration and utilizing VPS resources. We commit to prioritizing equity-deserving communities to reflect queer life in Vancouver.

### 2024 Parade Entry Terms and Conditions

The company or individual named in the agreement shall be referred to as "the Parade Entrant." The Vancouver Pride Society shall be referred to as the "VPS." The Pride Parade in Vancouver is operated by the VPS with permission from the City of Vancouver, and will be referred to as "the Parade."

To be an entrant in the Parade you must comply with our mission, goals and core values and present or create an entry that meets safety and logistical requirements. All Parade activities must be conducted within the law.

This document is not exhaustive and additional Terms and Conditions may be applied to the Parade at any time at the discretion of VPS.

### 1. Parade Acceptance

- A. Completed and legible applications will be reviewed for appropriateness with regard to the Parade.
- B. Parade applications will be reviewed by the Parade Working Group (PWG) made up of VPS Staff and volunteers from the community.
- C. Applications are reviewed by the PWG, on a monthly basis, using a matrix system. Applications must pass the matrix threshold to be considered as successful or waitlisted (if the parade is at capacity).
- D. The Parade Entrant will be notified via email if their application is successful, waitlisted (pending status), or not successful.
- E. The VPS reserves the right to make the final determination of allotted length of space in the staging area, size of entry and placement in the parade.
- F. The VPS reserves the right to determine the final category (see section 2B) of the Parade Entrant in order to determine Parade entry fees.
- G. Failure to meet payment requirements will forfeit the Parade Entrant's space and is at the sole discretion of the VPS.
- H. The VPS does not warrant, guarantee or promise expected traffic flow in any area of the Parade.
- I. First time applicants to the Parade may be required to provide a Certificate of Incorporation or equivalent document to authenticate applicant identity. Additional supporting documentation may be requested by the Parade Working Group to process applications on a case-by-case basis. An applicant's inability to provide the requested documentation may result in an automatic rejection of the application.
- J. All applications must be completed and submitted no later than <u>April 30th, 2024</u>. Applications received after this date will only be reviewed at the discretion of the Executive Director.
- K. Submitting an application by the deadline does not guarantee placement. The Parade reaches capacity well in advance of the deadline and is filled on a first-come, first served basis with priority being given to 2SLGBTQAI+ serving community groups at the discretion of the PWG.

### 2. Payment

- A. The VPS reserves the right to determine the final category of the Parade Entrant for the purpose of determining Parade fees.
- B. Parade Fees are determined by:

a. The organization category:

Community/Student Group;

Small, Medium or Large Non-Profit / Charity;

Public Service;

Political Group / Union;

Small, Medium or Large Business

b. And the type of entry they wish to have in the parade:

Small Marching Entry (1-30 Marchers)

Medium Marching Entry (31-65 Marchers)

Large Marching Entry (66-100 Marchers)

Xtra Large Marching Entry (101-150 Marchers)

- C. Parade Entrants will only be sent an invoice if their application is successful for their participation in the Parade.
- D. Full payment must be made within thirty days of the invoice date, or prior to the event (whichever comes first). Failure to do so will result in the application being subject to cancellation of the booking at the discretion of the VPS.
- E. Returned cheques and refused payments will be charged processing fees and an NSF fee of \$50.00
- F. Corporate Sponsors should refer to their Letter of Agreement for fees and/or inclusions associated with their parade entry.
- G. Membership payment will be required for all entries and will be determined by VPS. Organizations that have a net revenue of less than \$1M will be charged a \$25 membership fee. Any organization that has a net revenue exceeding \$1M will be charged a \$100 membership fee.

### 3. Cancellation Policy

- A. Cancellation of the Parade Entry may be made by emailing parade@vancouverpride.ca
- B. Cancellations that are received 90 days or more before the event are eligible to be refunded.
- C. Cancellations that are received between 60 and 90 days prior to the event are eligible to be refunded 50% of the Parade entry fees.
- D. No refunds will be made within 60 days of the event.
- E. Eligible refunds will be issued within 60 days after the event.
- F. Corporate sponsors should refer to their Letter of Agreement for cancellation terms and penalties.
- G. **For 2024 events:** VPS will give as much notice as possible should the Event need to be cancelled. Due to the ongoing pandemic, VPS will be following all orders from the Provincial Health Officer and municipal authorities.
- H. **For 2024 events:** Parade fees are refundable if the VPS cancels any Event due to a Provincial Health Order. Membership fees are non refundable.

### 4. Liability

A. The Parade Entrant assumes all responsibility for their property, including any and all loss, theft, or damage to displays, equipment and other property while in the Staging Area, along the Parade Route or in the Dispersal Area.

- B. All property will remain under the custody and control of the Parade Entrant in transit to and from the Staging Area, along the Parade Route, and/or the Dispersal Area.
- C. The Parade Entrant hereby waives any demand or claim it may have against the City of Vancouver and the VPS including its Directors, Employees, Contractors, and Volunteers.
- D. If the Parade Entrant will be operating a motor vehicle in the Parade, the driver must have a current valid driver's license at the class appropriate for the type of vehicle being driven (ie. motorcycle, bus)
- E. If the Parade Entrant will be operating a motor vehicle in the Parade, the vehicle must have valid ICBC insurance including \$5 Million Liability Insurance. VPS may ask for proof of insurance at their discretion.
- F. The Parade Entrant releases the VPS 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 participation in the Parade (or any part thereof) or any negligent act, error or, omission of the VPS or its employees, subcontractors or agents.

## 5. Parade Entry Standards

- A. All participants are subject to all municipal, provincial and federal laws and/or by-laws.
- B. Alcohol and drugs are strictly prohibited. Any participants found with alcohol or other substances will be removed immediately and reported to the appropriate authorities. No smoking is allowed while participating in the Parade.
- C. Vehicles participating in the 2024 parade must be pre-approved by VPS. VPS is committing to a more sustainable and eco-friendly parade and is limiting gas and diesel vehicles.
- D. Vehicles must be standard size pickup trucks or smaller with the exception of school buses. We will not be permitting semi trailer trucks or any larger vehicles. Trailers of any kind will not be permitted without explicit permission from VPS.
- E. Parade Entries are allowed to request a maximum of 150 participants. Staging area space is limited so VPS may deny the amount of marchers requested. Corporate sponsors refer to their Letter of Agreement for allocation.
- F. It is the Parade entrant's responsibility to ensure all structures are firmly attached to the vehicle.
- G. Single-use inflatable decorations (such as, balloons) are strictly forbidden aligning with VPS's efforts to green the Parade.
- H. Persons must not join or leave moving vehicles.
- I. Vehicle Riders:
  - a. Vehicles must be able to safely accommodate the number of people chosen to ride, including adequate room to move around
  - b. No children under 12 will be permitted to ride on a vehicle without adult supervision.
  - c. All passengers standing or sitting on the vehicle must be wearing a safety belt, have handholds, or be behind a safety railing or other support while on the entry, including while in the staging area.
  - d. No riders will be allowed to ride on the edge of the vehicle. Any vehicle with riders or articles hanging over the edge or out of a window before or during the parade will be subject to removal from the line of march.
  - e. All people riding a bicycle, must wear proper safety equipment including a helmet at all times.
- J. Parade Entries must keep moving to keep the parade on schedule. Any performances and routines need

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- to be performed while moving forward within the Parade. Failure to do so may result in a fine to be determined at the discretion of the VPS.
- K. Vehicles entries must have an escort (wheel guard) beside each wheel along the entire Parade route to ensure safe operations. Vehicle escorts may not ride in or on the vehicle.
- L. Handing out food and beverages (with the exception of water and candy) is not permitted unless approved as part of a corporate sponsorship agreement.
- M. Public nudity is against the law and therefore strictly prohibited. Participants are allowed to be topless.
- N. Animals must be on a leash or otherwise restrained and must be cleaned up after. Handlers must ensure animals are properly cared for during the event especially in the case of extreme heat. See <a href="https://spca.bc.ca/news/hot-paws-in-the-city/">https://spca.bc.ca/news/hot-paws-in-the-city/</a> for care tips.
- O. No fireworks, open fire or other pyrotechnics are permitted. All vehicles must carry at least one fire extinguisher. All exhaust pipes near decorations or people must be insulated.
- P. Any attention-arousing devices such as noisemakers, flashing lights, movies, music, broadcasting, television, contest games, etc. must be approved in advance by the VPS.
- Q. All Parade Entry equipment, signage, vehicles and participants must stay within the Parade Entrants allotted space within the staging area. VPS may disallow entries from entering the staging area if their entry is larger than declared on their application.
- R. Distribution of literature, souvenirs and samples must be approved in advance by the VPS. VPS encourages parade entrants to distribute reusable items.
- S. Distribution of literature, souvenirs and samples must be handed to spectators and must not be thrown or tossed into the crowd.
- T. Use of confetti or ticker tape is not permitted. Parade Entrants who do so will be fined an environmental fee of up to 50% of the entry fee or up to \$3000 at the discretion of the VPS.
- U. Parade Entrants must not distribute any literature which is hateful, violent, homophobic, transphobic or discriminatory in any other way as per the BC Human Rights Code, the Canadian Charter of Rights and Freedoms or anything the VPS deems inappropriate. Doing so will result in any or all of the following:
  - a. Immediate removal from the Staging Area or Parade Route by security or police
  - b. A fine of \$5000
  - c. Banning future participation in the Parade or any other VPS events or festivals
- V. Parade Entrants may distribute literature that promotes and supports the 2SLGBTQAI+ community purely commercial messaging is prohibited.
- W. Parade Entries are required to dismantle and disperse in the Dispersal Area within 10 minutes of arrival to this area.
- X. Vehicles must be road worthy, in accordance with the BC Motor Vehicle Act, upon departure from the dispersal area.
- Y. Vehicles must be properly serviced, maintained and fueled/charged for the parade route. NO extra gasoline, other than in the vehicle's tank, can be carried on the vehicle.

# 6. Parade Entry Requirements

- A. All entries must be pre-approved to participate in the parade. Unregistered groups will be denied entry into the parade. There will be an opportunity for individual marchers to participate on Parade day.
  - a. Individual Marchers may sign up to march in the Parade on parade day by visiting the parade information booth by 11:30am. Individual marchers must pay a membership fee of \$25 or pay-what-they-can.
- B. Community groups and not-for-profits receiving financial support must comply with the following:
  - a. Sponsors on banners must be approved by VPS beforehand.
  - b. May include one sponsor banner measuring no larger than 4 feet by 2 feet.
  - c. Signage related to the sponsor must be secondary to that of the approved entrant.
  - d. Sponsors must be consistent with the VPS mission and values.
- C. Organizations who wish to have a joint parade entry must apply separately and request to be placed together.
- D. A representative of each Parade Entry must attend one of the Parade Safety Briefings held in July, or your group will not be permitted entry into the Parade.
  - Parade Entrants will receive their slotting placement and ID slotting card at the Parade Safety Briefing.
- E. All entries must be clearly identified with the name of the business or organization and must carry the ID Slotting Card provided in a visible spot on their vehicle or entry banner.
- F. All entries must provide a unit captain/contact who will act as a liaison between VPS, the parade marshals, security and first aid. Unit Captains will be given an identifier which must be worn and visible at all times on Parade Day.
- G. Vehicle drivers must remain with the vehicle in the staging area at all times on Parade day.
- H. As per City of Vancouver by-laws, public nudity is prohibited. In BC, all people are legally allowed to be topless. Parade Entrants will be removed by security or police if found nude in the Staging Area, along the Parade Route or in the Dispersal Area.
- I. No verbal messages or speeches may be made over amplified sound systems along the Parade Route unless pre-approved by the Executive Director.
- J. Non-parade vehicles are prohibited from the Staging Area. (ie vehicles for loading in equipment or supplies)
- K. Except for minor finishing touches, vehicles may not be constructed or decorated in the staging area.
- L. The collection of money or the exchange of items or goods for donation or payment is prohibited.
- M. Any adjustments to the Parade entry differing from the original Parade application must be requested by June 15th, 2024. These changes must be approved by the VPS in writing before the Parade Entrant makes these changes to their plans.

#### 7. Breach of Terms and Conditions

- A. Any breach of the above safety or entry regulations may result in one or more of the following consequences:
  - a. Removal from participation during the Parade
  - b. Exclusion from participation in future VPS Events
  - c. Fines and/or legal action to recover costs related to actions by participants, including, but not limited to, property damage, clean-up, security and legal fees
  - d. Legal action with respect to breach of contract, trespassing or damage.

#### 8. Fines

A. In order to ensure a safe and enjoyable experience for everyone involved, the following fines have been established for violations of the safety rules and entry regulations:

Throwing of any objects into the crowd	25% of entry fee
Unnecessary stopping on parade route	25% of entry fee
Insufficient wheel guards	50% of entry fee
Absence from entry orientation session	25% of entry fee, or not allowed to participate
Use of prohibited items on parade entry (Pyrotechnics, single-use inflatables, etc.)	25% of entry fee
Verbal abuse	50% of entry fee
Use of confetti or ticker tape in the Staging Area or along the Parade Route	Up to 50% of entry fee or up to \$3000 at the discretion of the VPS
Leaving garbage behind in the Staging Area, along the Parade Route, or in the Dispersal Area. (for example, boxes, streamers, etc.)	Up to 50% of their entry fee at the discretion of the VPS
Handing out anything that is not pre-approved by VPS	25% of entry fee
Distributing materials or actioning any hateful, violent, homophobic, transphobic or discriminatory behaviours as per the BC Human Rights Code, the Canadian Charter of Rights and Freedoms or anything the VPS deems inappropriate.	\$5,000

B. Multiple violations will result in combined fines. The VPS reserves the right to collect additional fines for safety violations not listed above.

# 9. Effective Date of this Agreement

A. This agreement becomes effective when a Parade Entrant submits a completed application to the VPS and agrees to the Terms and Conditions on the Parade Entry application form.

## 10. Terms and Conditions Updates

A. Terms and Conditions may be modified by the VPS at any time, with updates sent to all registered Parade Entrants noting what changes have occurred to the Terms and Conditions. Parade Entrants will be eligible to withdraw from the Parade and receive a full refund if changes to the Terms and Conditions are not accepted by the Parade Entrant.

#### 11. Consent to Contact

A. The Parade Entrant provides the VPS consent to contact them via email or telephone for up to two years regarding advertising opportunities and/or application deadlines for opportunities similar or related to the original application. The Parade Entrant can be removed at any time with reasonable notice.

### 12. Consent to Photographs and Videography

- A. The Parade Entrant provides the VPS consent to take photographs, video, audio or other recordings which may capture the Parade Entrants name, image, voice or likeness (collectively, "Images"), either individually or as part of a group, in the course of, or in relation to the Vancouver Pride Parade
- B. The right to use such Images, internally or externally, for any and all purposes including, but not limited to, the marketing, promotion and hosting of VPS events;
- C. The right to use, reproduce, display, distribute, and make derivative use or the Images;
- D. The Parade Entrant hereby unconditionally and irrevocably agrees that no royalties, fees or other compensation will be payable to the Parade Entrant or any other person in connection with such taking and use of the Images;
- E. The Parade Entrant further hereby release the VPS from any and all claims which the Parade Entrant may now or in the future have relating to ownership, use, reproduction, display, distribution or other exploitation of the Images or any materials produced by, or at the direction of, the VPS which contain the Images.

#### 13. Violations

- A. Parade Entrants that violate any of the terms or conditions may be subject to sanctions from the VPS. These sanctions may include, but is not limited to, the following:
  - a. A written warning, or in the case of an on-site incident, a verbal warning followed up by a written incident report within 60 days after the event. A written warning may be conveyed via a letter, in the body of an email, or any other means deemed appropriate by the VPS. The manner in which the warning is conveyed does not affect the force or effect of the warning.
  - b. Ejection from the Events by VPS Security
- B. A violation that occurs before the event date may result in the Parade Entrant forfeiting their Parade Entry.
- C. Past violations are considered when Parade Entrants make future applications and may result in the immediate rejection of an application. Parade Entrants that forfeit their Parade space by violating the terms and conditions are not eligible for a refund at any time. All applicants must be in good financial standing with VPS before their application will be considered.