Kingston Pride Community Fair and Parade Terms and Conditions 2020

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TERMS AND CONDITIONS
Welcome and thank you for your interest in participating in Kingston Pride Festival 2020.

Our goal is to facilitate a fantastic Pride Festival for the week with a wonderful Kingston Pride Community Fair and Kingston Pride Parade on Saturday, June 13, 2020 and to assist other individuals/groups/businesses/community-serving agencies in the promotion of their own events during the month. Please review the following Terms and Conditions as they apply to you.
DEFINITIONS

Kingston Pride Community Fair: A fair that offers a family friendly and safe community space that fosters celebrating sexual and gender diversity. It is taking place Saturday, June 13, 2020, in Confederation Basin Park, 6 Clarence Street, Ontario Street, Kingston, Ontario (in front of Kingston City Hall).

Kingston Pride Parade: A parade celebrating the contributions of people of all sexual and gender diversity expressions. It is taking place Saturday, June 13, 2020. Parade to muster at Victoria Park (Alfred Street and Mack Street) then march down Princess Street to Confederation Basin Park, 6 Clarence Street, Ontario Street, Kingston, Ontario (in front of Kingston City Hall).

Kingston Pride 2020 Applicant: An organization, business or individual applying to participate in the Kingston Pride Community Fair and/or the Kingston Pride Parade. Applicants will be identified under one (1) of two (2) categories: Community Group/Exhibitor or Business/Vendor.

Community Group/Exhibitor: A charity or not-for-profit organization planning on having a booth at the Kingston Pride Community Fair and/or march or provide a float in the Kingston Pride Parade. This includes labour, human rights and community groups and political parties. Community Groups/Exhibitors will not sell or solicit products or services such as food, tickets, or memberships. Giving away or sale of food items is prohibited.

Business/Vendor: An individual or business planning on having a booth at the Kingston Pride Community Fair and/or march or provide a float in the Kingston Pride Parade with the intent to sell or solicit interest in non-food products or services. An example of such is (but not limited to) the sale of clothing, jewelry, books, crafts, artwork. Giving away or sale of food items is prohibited.

Booth Site: A 10ft by 10ft location within Confederation Basin Park identified by Kingston Pride for the use of a Community Group/Exhibitor or Business/Vendor. Some restrictions apply (see below).

Parade Permit: The right granted by Kingston Pride Inc. to march or use a parade float in the Kingston Pride Parade by a Community Group/Exhibitor or Business/Vendor on June 13, 2020.
DEADLINES
As of February 3, 2020, below are the deadlines for the two (2) categories of Kingston Pride 2020 Applicants:

- Community Group/Exhibitor applications must be received by April 30, 2020.
- Business/Vendor applications must be received by April 30, 2020.

KINGSTON PRIDE 2020 APPLICANTS
Kingston Pride Inc. retains the right to refuse any application without liability. Kingston Pride retains the right to cancel Pride or Pride events at any time, in part or in full, without liability.

The act of receiving an online application shall not be deemed to impart or imply any obligation for Kingston Pride Inc. to accept any bid or application. Upon our approval of an application, the successful applicant- the Community Group/Exhibitor or Business/Vendor -will be notified electronically of their acceptance into the Kingston Pride Community Fair 2020. Kingston Pride expects that the Community Group/Exhibitor or Business/Vendor and all their affiliates agree to operate in a manner that is consistent with the celebration of Pride in the communities by respecting the rights of all members of the community to participate in the event; by not presenting images or behaving in a manner that promotes or may promote degradation, stereotypes, hatred, or violence toward any persons and groups; and by adopting and adhering to appropriate non-discrimination and equal opportunity policies as an organization.

All applicants must meet category eligibility requirements as outlined in the online application. If requested by Kingston Pride, applicants must provide proof that the Community Group/Exhibitor or Business/Vendor qualifies for the category applied for. Should there be a dispute, Kingston Pride reserves the right to deny an application on the grounds of ineligibility or offer the Community Group/Exhibitor or Business/Vendor an opportunity to re-apply under the appropriate category with payment of the appropriate fees. (Note: Kingston Pride will not reserve booth space or parade space during a dispute or re-application process)

Booth sites cannot be exchanged, shared, traded, or otherwise moved without the written permission of Kingston Pride.

Parade permits cannot be exchanged, shared, traded, or otherwise moved without the written permission of Kingston Pride.

The Community Group/Exhibitor or Business/Vendor is fully responsible for ensuring they comply with all Federal, Provincial and Municipal regulations (including, but not
exclusively, noise, health, fire safety, etc.) which may apply to any aspect of the Community Group/Exhibitor or Business/Vendor's participation and is fully responsible for any claims, demands, injuries, damages, etc. by/to persons or property resulting from any actions or activities, omissions, statutory violations, or any kind of illegal or wrongful actions or activities of their doing. Infractions may require the revocation of the Community Group/Exhibitor or Business/Vendor's Booth Site permit and Parade permit without compensation.

- No non-recyclable Styrofoam is to be used anywhere on the festival site.
- Space allocation for your booth cannot be exceeded or compromised. All components of your booth must fit into the 10Ft X 10Ft space. Nothing may be placed on the sidewalk or behind your booth space.
- You are responsible for ALL garbage removal.
- Community Groups/Exhibitors, Businesses/Vendors, and their affiliates must operate in a manner that is consistent with the celebration of our communities and respectfully serve any and all our festival patrons.

**IMPORTANT NOTICE**

Kingston Pride does not supply tents, tables, chairs, decorations, or parade floats.

Community Fair Community Group/Exhibitor and Business/Vendor must make appropriate arrangements well in advance of the festival. Delivery of tents, tables, chairs, or any other equipment to the Festival site prior to 8:00AM on June 13, 2020 is prohibited. Bussing/taxiing to and from the parade mustering site and Kingston Pride Community Fair site will not be provided by Kingston Pride.

**BOOTH SITE**

**Booth Sizes**

All booths are 10 feet by 10 feet in footprint with a maximum height of 12ft. All components of your booth must fit in the 10ft x 10ft space allotted.

Please note: As per the fire regulations, the booth layout plan leaves a minimum space of two feet between each booth. Your equipment cannot encroach into that safety zone.

**Canopy/Tents/Awnings**

All canopies, tents, and awnings used on site must be made of fire-retardant material and clearly labelled as such.
Safety & Uniformed Security Services
All Community Group/Exhibitor and Business/Vendor are responsible for the safety and security of their own goods and equipment and must ensure the safety of the public by limiting any possible access to their equipment and/or booth area at any time.

All Community Group/Exhibitor and Business/Vendor must secure their area during off hours. How the area is secured to ensure the safety of the public and prevent any loss is up to the Community Group/Exhibitor and Business/Vendor. Any uniformed and licensed security is the sole responsibility of the Community Group/Exhibitor and Business/Vendor.

LIABILITY RELEASE
In consideration of the acceptance of this application and permission to participate as a Community Group/Exhibitor or Business/Vendor in one or more Booth Site(s) within Kingston Pride festival site and/or participate as an Community Group/Exhibitor or Business/Vendor in the Kingston Pride Parade, I, for myself, my heirs, executors, administrators, successors and assigns, hereby release, waive and forever discharge Kingston Pride Inc. staff, board, volunteers, and suppliers, the City of Kingston 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 HOWSOEVER CAUSED, arising or to arise by reason of my participation in the said event, whether as a Community Group/Exhibitor, Business/Vendor, spectator, participant, competitor 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 and 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.

The following conditions are specific to Community Fair Community Group/Exhibitor and Business/Vendor within the Kingston Pride Community Fair 2020. All terms and conditions apply to all Community Fair Community Group/Exhibitors and
Business/Vendors, in conjunction with the 2020 Community Fair General Terms and Conditions. Failure to uphold or adhere to any of the following terms and conditions may result in immediate removal from the Kingston Pride promotional materials.

2020 FEES

The fee schedule table provides a listing of associated fees per applicant type.

<table>
<thead>
<tr>
<th>Applicant Type</th>
<th>Community Fair Fee</th>
<th>Pride Parade Fee</th>
<th>Fair &amp; Parade Combination Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business/Vendors</td>
<td>$60.00</td>
<td>$60.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Community Group/Exhibitor</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Note: Waiving of fees by Community Groups/Exhibitors must be approved by the Kingston Pride board. Community Groups/Exhibitors should indicate this in the application process and provide details.

2020 COMMUNITY FAIR: TERMS AND CONDITIONS

- There will be no fencing, digging or staking within the Kingston Pride Community Fair site. This includes the installation of objects that penetrates the ground including fence posts, tent poles/pegs, and sign installation on municipal parkland. Installation could damage underground electrical and watering systems. Any costs associated with repairing of such systems will be levied on the responsible Community Group/Exhibitor or Business/Vendor.
- Community Groups/Exhibitors may not sell any items and absolutely no price tags or cost lists may be displayed in Community Group/Exhibitor booths.
- Community Groups/Exhibitors and Business/Vendors may not sell or give away food to participants.
- No logos may be displayed that are not the logo of the Community Group/Exhibitor or Business/Vendor. No third-party sponsorship of any kind is permitted within the Kingston Pride Community Fair.
- There is no electrical power provided to booths at the Kingston Pride Community Fair.
- All tents, canopies, or awnings must be made of fire-retardant material and clearly labeled as such.
- No petting zoos and all dogs must be leashed.
- A fee is required to be paid to Kingston Pride Inc. for Businesses/Vendors. In the event an application is denied, a full refund of this fee will be given.
- You are responsible for ALL garbage removal from the Kingston Pride Community Fair site. Take your garbage with you and dispose as you normally would as a business. Do not deposit into public trash receptacles.
2020 PRIDE PARADE: TERMS AND CONDITIONS

- The parade may be physically demanding for those marching in the parade. Ensure your marchers and all staff/volunteers are well hydrated and are using appropriate sunscreen. Kingston Pride Inc. is not liable for any injury sustained by your marchers, staff, and/or volunteers while walking the parade route.

- Community Groups/Exhibitors and Business/Vendors may not sell or give away food to participants.

- No logos may be displayed that are not the logo of the Community Group/Exhibitor or Business/Vendor. No third-party sponsorship of any kind is permitted within the Kingston Pride Community Fair.

- A fee is required to be paid to Kingston Pride Inc. for Businesses/Vendors. In the event an application is denied, a full refund of this fee will be given.

- You are responsible for ALL garbage removal from the Kingston Pride Community Fair site. Take your garbage with you and dispose as you normally would as a business. Do not deposit into public trash receptacles.

- No petting zoos and all dogs must be leashed.