



2010 Marketplace

TERMS AND CONDITIONS

Thoroughly read and understand all of the following and agree your acknowledgment of same in the space provided at the end of this section.

1. The applicant (henceforth called the "Exhibitor") agrees to operate in a manner consistent with the celebration of Pride and our positive value of diversity in the lesbian, gay, bisexual, transsexual, transgender, intersex, queer, questioning and 2-spirited communities. On behalf of and with the authority of your organization/business or individual making this application you hereby declare that policies upholding equal opportunity and non-discrimination have been adopted by which discrimination on the grounds of Race, Colour, 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 and within the organization/business or individual. The applicant will not present images or messages that promote or condone, or may promote or may condone, violence, hatred, degradation or negative stereotypes of any person(s) or group(s). Further the applicant will respect the right of all members and supporters of the lesbian, gay, bisexual, transsexual, transgender, intersex, queer, questioning and 2-spirited communities to participate in Pride Week 2010.
2. Available Booth Sites will be allocated at the discretion of the Pride Toronto 2010 Marketplace Committee and are subject to availability.
3. All applicants must meet category eligibility requirements as outlined in the Pride Week 2010 Opportunity Guide and, if requested by Pride Toronto, provide proof that the Exhibitor qualifies for the category applied for. Should there be a dispute, Pride Toronto reserves the right to deny an application on the grounds of ineligibility or offer the Exhibitor an opportunity to re-apply under the appropriate category and with payment of the appropriate fees.
4. Booth sites cannot be exchanged, traded or otherwise moved without the written permission of Pride Toronto.
5. Booth Site permits herein applied for are valid for the period from July 3 at 11:00 am to 11:59 pm until July 4 from 11:00 am until 11:00pm. Any booths located on Wellesley Street are valid on Saturday, June 23rd from noon to 8:00 pm. A booth site permit does not allow the applicant or its representatives to "roam" the Marketplace or any other festival site for the purpose of procuring or conducting business, unless prior arrangements have been made with Pride Toronto.
6. Booth Site dimensions are approximately 10' x 10' x 12' of usable space. No Booth Site will be occupied by, or be comprised of a motor vehicle of any sort unless written permission has been received from Pride Toronto. Pride Toronto does NOT provide any tents, canopies, tables, chairs, water or any other equipment, personnel for the booth. All equipment, canopies and tents will meet Pride Toronto regulations and be confined within the booth site dimensions stated above.



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7. You may cancel your registration without penalty up to June 1st, 2010. Cancellation must be sent in writing by fax (416-927-7886) or email (marketplace@pridetoronto.com) to Pride Toronto attention Marketplace.
8. The Exhibitor is solely responsible for procuring, securing, setup and tear-down of any tents, canopies, tables, chairs and any other equipment. Pride Toronto is not responsible in any way for the security of any equipment, tents, canopies, tables, chairs or any other equipment provided by the Exhibitor. If the Exhibitor chooses to provide their own security, prior arrangements must be made and approved by Pride Toronto prior to June 1st, 2010.
9. All personnel utilized by the Exhibitor will abide by the terms of this agreement.
10. Upon approval, the Pride Toronto 2010 Marketplace Committee will send confirmation notice to the Exhibitor. This notice will include detailed instructions for the Registration process to be followed on the mornings of Saturday, July 3 or Sunday, July 4, 2010.
11. Failure to complete registration in person by the registration closing time may result in the forfeiture of the reserved Booth without compensation or refund. The Pride Toronto 2010 Marketplace Committee reserves the right to relocate and/or, re-assign Booth Site locations upon forfeiture. Only the organization listed on this application form may occupy the assigned Booth Site on either day. Booth Site locations ARE NON-TRANSFERABLE and/or NONASSIGNABLE. The Exhibitor must display valid Booth Site Permit(s) in public view at all times throughout the event day. Pride Toronto 2010 Street Fair Committee officials will enforce this and other requirements within the festival site. Failure to comply with this and any other regulations of Pride Toronto may result in the revocation of the Exhibitor's Booth Site permit without compensation or refund. The Exhibitor shall hold harmless Pride Toronto for any such actions arising from failure to comply with all the rules of Pride Toronto.
12. Alcoholic beverages and all other controlled substances are not permitted within the official festival area.
13. Instructions from the Pride Toronto 2010 Street Fair Committee Coordinators, Street Fair Captains, Security Staff and / or other authorized Pride Toronto personnel, as well as Toronto Public Health Inspectors and City of Toronto By-law Enforcement Officers and Toronto Police must be followed during the course of the festival.
14. Upon vacating the Booth Site(s) the Exhibitor will ensure that the occupied Booth Site(s) is / are completely clean and that all refuse is placed in designated containers and check out has been approved by an authorized Street Fair Committee Volunteer. Failure of the Exhibitor to clean the Booth Site(s) occupied WILL result in forfeiture of future Pride Toronto Booth Site participation.
15. No unauthorized power supply to Booth Site(s) shall be permitted.



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16. No broadcast sound/media will be allowed on any booth site other than from battery-powered, portable, domestic-use radio/tape/CD player units. The Exhibitor will shut down any source of noise if and as requested by Pride Toronto personnel or Toronto city officials.
17. Operation on any Booth Site must be carried out by the permitted Exhibitor in a responsible manner, with due regard to minimizing noise, observing environmental requirements and ensuring safety of pedestrians.
18. The Exhibitor is fully responsible for ensuring that he/she complies with all Federal, Provincial and Municipal regulations (including, but not exclusively, noise, food service, health, fire safety, etc.) which may apply to any aspect of the Exhibitor'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 his / her doing. Infractions may require the revocation of the Exhibitor's Booth Site permit without compensation.
19. The Exhibitor is fully responsible for any damages to persons or property, as well as any claims, causes, payments or compensation, or settlements arising there from, resulting from any activity, omission, violations or any other kind of illegal or wrongful act or activity. The Exhibitor specifically agrees that Pride Toronto assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of any Exhibitor. The Exhibitor agrees that the terms in paragraph 16, below, apply without qualification to all losses and injuries anticipated and generally described by this paragraph.
20. Copyright release for performances or broadcast is the sole responsibility of the Exhibitor. Pride Toronto assumes no responsibility whatsoever.
21. Pride Toronto retains the right to refuse any application, without liability.
22. The Exhibitor acknowledges that applications will only be processed upon receipt of payment in the form of a certified cheque, money order or credit card payment. The Exhibitor is responsible for ensuring the timely payment of all fees.
23. The Exhibitor is fully and solely responsible for the sales and profits derived from their participation in Pride Week. Pride Toronto will not compensate, refund, discount or in any other way be responsible for a lack of sales or low sales from the vendor's participation or location for any reason whatsoever. The Exhibitor specifically agrees that Pride Toronto assumes no responsibility for loss of sales or profit, however caused, as a result of, or pertaining to, the participation and/or activities of any Exhibitor.
24. Pride Toronto retains the right to cancel Pride Week or Pride Week events at any time, in part or in full, without liability.



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25. In consideration of the acceptance of this application and permission to participate as an Exhibitor in one or more Booth Site(s) within the Pride Toronto 2010 festival site, I, for myself, my heirs, executors, administrators, successors and assigns, hereby release, waive and forever discharge Pride Toronto staff, board, volunteers and suppliers, the City of Toronto, The Toronto Police, the Chief of Police, the Toronto Transit Commission, The Toronto Parking Authority, 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 an Exhibitor, 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 and 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 regulations and provisions in the 2010 Pride Week Opportunity Guide. I ACKNOWLEDGE that the application will be reviewed and that it will not be considered approved until I receive written confirmation from Pride Toronto.