



**2011
Streetfair
(Marketplace & Food)**

TERMS AND CONDITIONS

Pride Week is a celebration of our LGBTTIQQ2SA Communities. It is a weeklong festival from June 23 to July 3 2011, culminating in two and a half days of marches, parades, concerts and revelry, building towards the joyous energy of the Pride Parade. Pride Week is one of Canada's largest arts & cultural festivals with an attendance of 1.2 million people over 2 ½ days. It attracts visitors from all over Ontario and other parts of Canada, the United States, and indeed the world.

Online Application Information

Pride Toronto retains the right to refuse any application, without liability. Pride Toronto retains the right to cancel Pride Week or Pride Week 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 Pride Toronto to accept any bid, application. Upon our approval of an application, the successful applicant will be notified via email of their acceptance into the Pride 2011 streetfair. Applications will be considered incomplete and booth locations will not be placed on hold if full payment is not made, including security deposit (where applicable). Please note, Pride Toronto expects (and the contractual terms will explicitly state), that you and all your affiliates will agree to operate in a manner that is consistent with the celebration of Pride in the LGBTTIQQ2SA communities; will respect the rights of all members of the LGBTTIQQ2SA community to participate in our event; will not present images or behave in a manner that promotes or may promote degradation, stereotypes, hatred, or violence toward any persons and groups; and that your organization has adopted appropriate non-discrimination and equal opportunity policies.

All applicants must meet category eligibility requirements as outlined in the online application. If requested by Pride Toronto, applicants must 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 with payment of the appropriate fees. (Note: Pride will not reserve booth space during a dispute or re-application process)

Booth sites cannot be exchanged, traded or otherwise moved without the written permission of Pride Toronto. Pride Toronto cannot guarantee that you will receive the booth of your choice as indicated in your online application. Pride Toronto furthermore reserves the right to change the location of any streetfair vendor's booth at any time.

Vendors who breach any of the terms and conditions may be banned from participating in future Pride Toronto Events.

Vendors may cancel their registration in the Pride Toronto streetfair and receive a full refund minus a 20% administration fee up until May 16, 2011. After that date no refunds or exchanges will be issued.

For further Pride Week 2011 information visit our web site: www.pridetoronto.com



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City of Toronto Requirements

- Each vendor must be insured to the amount of \$2 Million. Pride Toronto must be added as an "additional named insured" in the amount of \$2 Million Dollars on your General Liability Insurance. An original certificate from your insurer and all other appropriate documents must be delivered or uploaded to the Pride Toronto.
- Specifically, Food Vendors shall uphold the Health and Safety Standards as outlined by the City of Toronto and Department of Public Health. All successful vendors must have their Food Handler's Certificate and are required to attend the Pride Food Handler Training Session offered by the City of Toronto, Dept of Public Health on one of the two dates that will be provided. Location to be determined. Once you have been notified of your status, please RSVP to the Public Health trainer by May 13th and indicate which day you will be attending.
- No Broadcast sound/ media will be allowed on any booth site other than from CSA approved battery-powered, portable, domestic-use radio/CD/ MP3 player units. The Exhibitor will shut down any source of noise if and when requested by Pride Toronto personnel or City of Toronto Officials.
- 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.

Financial & Contractual Requirements

- All fees are payable online by **CREDIT CARD ONLY**. Pride Toronto accepts Visa & Mastercard. Cash for the "Vendor Fee" will NOT be accepted. Applications will not be processed if payment is incomplete. The next vendor on the waiting list will be contacted immediately and presented with an opportunity to register.
- A refundable "Contractual Compliance Security Deposit" of \$500.00 (per 10x10 ft booth) must be paid at the time of application. These funds will be refunded by July 31st 2011 if the Exhibitor has met all the requirements listed below and have not violated the agreement in anyway (**Food Vendors Only**). Monitors will be assigned to all vendor areas to determine compliance with the agreement and to monitor arrival and departure times. To qualify for a full refund of your security deposit and to ensure an invitation to participate in future Pride Toronto festivals, please ensure you have complied with the following rules and regulations (including but not limited to):
 - **No Styrofoam is to be used anywhere on the festival site!**
 - Public Health and Safety standards must be met



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- Municipal Vendor By-laws must be adhered to
- Space allocation for your booth is in no way exceeded or compromised.
- Garbage/recycling handling & removal standards meet with the satisfaction of the City of Toronto and the Pride Toronto Street Fair Committee.
- Your arrival and departure times were carried out as assigned and YOU MUST CHECK IN AND OUT WITH AT THE STREETFAIR REGISTRATION TENT.
- You have sold only either the food and beverage items OR merchandise indicated in your application.
- You and your affiliates have operated in a manner that is consistent with the celebration of our LGBTTIQQ2SA communities, and have respectfully served any and all of our festival patrons.

Festival Regulations

- Marketplace vendors may not sell food or beverages and Food vendors may not sell anything other than food or beverages.
- Copyright release for performances or broadcast is the sole responsibility of the Exhibitor. Pride Toronto assumes no responsibility/ liability whatsoever.
- Vendor's tents; vehicle (if applicable); appliances; service tables and/or vending equipment, must be positioned within the boundaries of the assigned location. In addition, vendors must be open during the assigned hours.
- Pride Toronto is NOT RESPONSIBLE for the security of any equipment, vehicles, appliances, service tables, food supplies, marketing materials or anything else that you bring to the site. If you wish to hire licensed uniformed security personnel overnight, you will be directly responsible for contracting the services of our Security Provider and for any and all costs for their services.
- Only items approved by Pride Toronto, and listed in the vendor application will be permitted for sale during the festival. Vendors must refrain from selling items that directly compete with Pride Toronto and/or its Sponsors, or infringe on any exclusive agreements Pride Toronto has with its sponsors. Should you be selling any items that fall under Pride Toronto's "exclusivity categories" with its sponsors (i.e. beverages such water, pop, and/or juice).
 - Food Vendors will be required to purchase all water and pop from Pride Toronto, subject to our confirmed Sponsor in the category of non-alcoholic beverage. Orders can be placed with the Streetfair Coordinator and product will be delivered onsite to the agreed upon vendor booth location. **(Food Vendors Only)**



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- Pride Toronto reserves the right to remove any vendor from the Festival site for violating their agreement and/or these terms and conditions, and/or any infractions of Public Health and Safety Standards. There will be no refund of fees or security deposit if a Vendor is 'removed' from the site.
- All vendors MUST maintain the area around their booth location (20 ft perimeter) free of garbage, litter and refuse for the duration of the festival. Exhibitors are responsible for their own waste management including food waste, recyclables, and non-recyclable material. However, Pride Toronto (in conjunction with the City of Toronto) will provide waste diversion assistance when and where possible.
- 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/ liability for loss of sale or profits, however caused, as a result of, or pertaining to, the participation and/or activities of any Exhibitor.
- Parking will not be provided for any vendor. If your vehicle is also your "equipment", please indicate where provided (i.e. an ice cream truck, point of sale trailer, etc). If you are using a trailer, the towing vehicle must leave the site immediately after placement and can only return for pick-up as arranged with Pride Toronto. There is no personal parking available from Pride Toronto anywhere on our site. Please make your own arrangements with private properties, or parking lots if you have a vehicle that needs to stay near the area. Much of the public, metered parking in the area will be restricted during the event. If you have special vehicle requirements, please be sure to indicate this below where indicated, and as such will be subject to negotiation & availability.



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Booth Sizes, Rating, Fees and Coupons

All booths are 10 feet by 10 feet in size. Exhibitors have the choice of purchasing multiple booths, which may be adjacent to one another, or in separate locations. Some locations will be restricted to Exhibitors able to occupy two or three connected booths. All prices are for 2-3 days booth agreements, single day permits will not be offered this year.

"Hot Zone" Information and Fees

All booths will be supplied with mandatory power at a cost of \$150 per booth. Each power drop will include (1) one quad box (4-three prong outlets). If you require additional power or a 240 volt hook-up, etc. Please contact streetfair@pridetoronto.com.

Safety & Uniformed Security Services

All vendors 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 Vendors must secure their area during "off" hours. How you secure your area to ensure the safety of the public and prevent any loss is up to you.

However, if you require uniformed & licensed security guards to secure your booth space during off hours, you must make your own arrangements with Pride Toronto's official Security Provider. You are solely responsible for making these arrangements and for all costs related to this.

*Security Company to be announced.



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Liability Release

In consideration of the acceptance of this application and permission to participate as an Exhibitor in one or more Booth Site(s) within Pride Toronto 2011 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 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 against any 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.