



## Streetfair General Terms and Conditions

Pride Toronto is an annual celebration of our communities. June is Pride Month in Toronto, and the excitement built throughout the month leads up to the three day festival weekend (June 21 to 23) of marches, concerts and revelry, building towards the joyous energy of the Pride Parade. Pride Toronto is one of Canada's largest arts & cultural festivals with an annual attendance of over 1.6 million people from all over Canada, the United States, and the world.

### Online Application Information

Pride Toronto retains the right to refuse any application without liability. Pride Toronto 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 Pride Toronto to accept any bid or application. Upon our approval of an application, the successful applicant – the Exhibitor - will be notified electronically of their acceptance into the Pride 2019 Streetfair. **Applications will be considered incomplete and booth locations will not be placed on hold if full payment is not made.** Pride Toronto expects (and the contractual terms explicitly state) that the Exhibitor 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 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, shared, traded, or otherwise moved without the written permission of Pride Toronto. Pride Toronto will not guarantee that you will receive the location of your choice as indicated in your online application. Pride Toronto furthermore reserves the right to change the location of any Streetfair Exhibitor's booth at any time.

**Exhibitors who breach any of the terms and conditions may be banned from participating in future Pride Toronto events.**

**Exhibitors may cancel their registration in the Pride Toronto Streetfair up until the registration closing date of May 1, 2019 and receive a refund minus a 20% administration fee. After that date, no refunds or exchanges will be issued.**

Pride Toronto | 55 Berkeley Street, Toronto, ON, M5A 2W5  
416-927-7433

[www.pridetoronto.com](http://www.pridetoronto.com)



## Booth Assignments and Wait List

Once all available booths are filled, all completed and paid applications will be placed on a wait list. Wait listed booths will be assigned on a first-come, first-served basis, as booths of the same type become available. If no booth becomes available, the full booth fee will be refunded after the festival.

## City of Toronto Requirements

- 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 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 Exhibitor's participation. The Exhibitor 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 Exhibitor's Booth Site permit without compensation.

## Financial & Contractual Requirements

- All fees are payable **ONLINE ONLY**. Pride Toronto accepts Visa & Mastercard. Cash and/or cheques for the Exhibitor Fee will not be accepted. Applications will not be processed if payment is incomplete.
- Monitors will be assigned to all Exhibitor areas to determine compliance with the agreement and to monitor arrival and departure times. To qualify for participation in future Pride Toronto festivals, exhibitors must comply with the following rules and regulations (including but not limited to):
  - **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 behind your booth space.**
  - Exhibitors must adhere to specified vehicle access times. No vehicles are allowed outside of specified vehicle access times; booth-specific entry and exit time will be listed on vendor permits issued to the Exhibitor by Pride Toronto. It is recommended that Exhibitors use a dolly or a tow flatbed to bring items onto the

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festival site. For advice please email the Streetfair Team at [streetfair@pridetoronto.com](mailto:streetfair@pridetoronto.com).

- Public Health and Safety standards must be met. [www.toronto.ca/health/](http://www.toronto.ca/health/)
- Municipal Vendor By-laws must be adhered to.
- All vendors are responsible for bringing their own water to the festival site. Further, all water (including greywater) is the responsibility of the vendor participants to dispose of off site.
- Garbage/recycling handling & removal standards must meet with the satisfaction of the City of Toronto and the Pride Toronto Streetfair Committee. You are responsible for **ALL** garbage removal. Pride Toronto and the City of Toronto provide garbage, recycling, and organics receptacles, and their use is strongly encouraged. Misuse of these receptacles or a failure to separate waste appropriately may jeopardize the Exhibitor's future participation in Pride festivals.
- Exhibitors and their affiliates must operate in a manner that is consistent with the celebration of our communities and respectfully serve any and all of our festival patrons.

### **Festival Regulations**

- Copyright release for performances or broadcast is the sole responsibility of the Exhibitor. Pride Toronto assumes no responsibility or liability whatsoever.
- Exhibitors' tents, service tables, and/or equipment must be positioned within the boundaries of the assigned location.
- Exhibitors must be open during the assigned hours.
- Pride Toronto is not responsible for the security of any equipment, vehicles, service tables, marketing materials or anything else brought onto the site. Exhibitors are responsible for fulfilling their own security needs during the festival. For more info please contact the Streetfair Team at [streetfair@pridetoronto.com](mailto:streetfair@pridetoronto.com).
- There will be no refund of fees if an Exhibitor is removed from the site.
- All Exhibitors 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.
- Pride Toronto will not compensate, refund, discount or in any other way be responsible for a lack of foot traffic from the Exhibitor's participation or location for any reason whatsoever. The Exhibitor specifically agrees that Pride Toronto assumes



no responsibility or liability for any loss, however caused, as a result of, or pertaining to, the participation and/or activities of any Exhibitor.

- Parking will not be provided for any Exhibitor. There is no personal parking available from Pride Toronto anywhere on the festival site. Exhibitors must make their own arrangements with private properties or parking lots if parking is required. Much of the public metered parking in the area will be restricted during the event.

### **Limitations on all Pride participant benefits**

All Pride Week participation opportunities including but not limited to Streetfair Booths, Parade Marching Contingents/Floats, Advertising (web & guide) and all sponsor benefits are non-transferable. Only the logo/trademark of the organization/company who entered into the signed agreement with Pride Toronto is permitted to be displayed in any of the opportunities list above. No exhibitor may display the Pride Toronto logo without written permission from Pride Toronto.

The selling of any items displaying or using the word "Pride" is not permitted. Rainbows, gender symbols, pink triangles, are considered to be acceptable. The Pride Toronto policy limits the use of the Pride specific branded wording.

Violation of this clause can result in immediate termination of the Pride Toronto opportunity and exclusion from future Pride Toronto partnership opportunities and benefits.

### **Important Notice**

**Pride Toronto does not supply tents, tables, or chairs to Exhibitors.** Exhibitors must make appropriate arrangements well in advance of the festival. Delivery of tents, tables, chairs, or any other equipment to the Festival site is prohibited.

### **Booth Sizes, Rating, Fees and Coupons**

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

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## **Safety & Uniformed Security Services**

All Exhibitors 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 Exhibitors 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 Exhibitor. Any uniformed and licensed security is the sole responsibility of the Exhibitor.

## **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 2019 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 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.