

Partners Program Terms & Conditions

Pride Toronto 2019

About Pride Toronto

Pride Toronto is a not-for-profit organization with a mission to bring people together to celebrate the history, courage, and diversity of our community.

Uniting and empowering people with diverse sexual orientations, gender identities, and gender expressions, the annual Pride Toronto festival has become a major Canadian arts and cultural event and the largest Pride celebration in North America. Pride showcases Toronto on the world stage with diversity, inclusion and vibrant creativity.

June 2019 will feature Toronto's fourth Pride Month, culminating with the 39th annual Pride Parade on Sunday, June 23rd.

Online Application Process

The Partner agrees to uphold and abide by all Pride Toronto Partners Program Terms and Conditions (see all below). Refusal to comply will result in the termination of the partnership agreement without refund.

1. Incomplete Application will not be considered. A complete application includes:
 - a. Online registration completion: www.pridetoronto.com/partners
 - b. Full payment received by within 15 days of online application, and no later than February 25th, 2019 for partners featured in the Pride Guide and May 15th, 2019 for all other partners.
 - c. If applicable, all signed copies AGCO letters and sketches for partners applying for Hours of Service and Patio Extensions, submitted no later than March 1, 2019.
2. Pride Toronto retains the right to refuse any application without liability.
3. Pride Toronto retains the right to refuse any application if we find your organization or establishment operating against our Mission, Vision, and Values or not adhering to our Partners Code of Conduct (see below). Please visit www.pridetoronto.com for our Mission, Vision, and Values.

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4. Your application will be officially approved by email and will be official upon completion of online application and full payment.

Partners, Affiliates, and Vendors Code of Conduct

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.

Use of name and logo

1. Any reference to the term "Partner" in this program does not in any way mean that Pride Toronto and the Applicant are entering into a legal partnership with each other. The Applicant shall not refer to Pride Toronto as its partner or affiliate in any promotional materials whatsoever.
2. Pride Toronto is the legal name of our organization. The Partner agrees that they will only use the name Pride Toronto, and Pride Toronto's logo, to reference their "Proud Business Supporter" partnership with Pride Toronto and for no other reason, unless approved by a signing officer of Pride Toronto
3. The Applicant does hereby indemnify and shall hold harmless Pride Toronto, their respective corporate subsidiaries and affiliates, and any employee or agent thereof against all liability, cost, damage or expense (including court costs and reasonable attorney's fees) which may be suffered or incurred by the Applicant.
4. The Applicant/Partner cannot use the Pride Toronto logo or the name "Pride Toronto" for any event hosted in its space, without the approval of a signing authority of Pride Toronto.
 - a. Events can be registered through our Community Events application. Pride Toronto Community Events are advertised by Pride Toronto.
 - b. Events registered as a Pride Toronto Community Event **must** use the *Pride Toronto Community Events logo* and not the Pride Toronto logo.

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Other Terms & Conditions

1. If the Applicant goes against any Terms and Conditions listed in this agreement, Pride Toronto has the right to withdraw from this agreement without reimbursement.
2. **Sub-Contractors:**

Partner cannot subcontract any of its spaces under licensing approval through Pride Toronto Festival to other organizations. This includes outdoor patio extensions. Pride Toronto reserves the right to cancel this agreement immediately if there is any indication of subcontracting. If subcontracting is discovered during the event, Pride Toronto will cease relationship with the partner and will not review applications for renewal in the future.
3. **Payment:**

The partner's payment must be made in full **ONLINE ONLY** through our online application form. The application cannot be submitted without full payment. The application uses PayPal as its payment system, which accepts Visa, MasterCard, American Express, Discover, JCB, Diner's Club and EnRoute as well as PayPal account balances. A four percent (4%) processing fee will be charged via PayPal.
4. **Liquor Licence Extensions:**

Liquor licence extensions are only available for establishments with existing liquor licences. Extensions allow establishments with current liquor licences to serve alcohol until 4:00 AM for the dates outlined in the application. Important: The dates for liquor licence extensions are not guaranteed for approval. Dates for extensions are subject to approval by the City of Toronto and the Alcohol and Gaming Commission of Ontario (AGCO). If an establishment is not approved by either the City of Toronto or AGCO, a refund will be issued for their partner package. If either the City of Toronto or AGCO does not approve all of the dates (i.e. they approve less days than applied for) a refund will not be issued by Pride Toronto.
5. **Liability:**

By signing this agreement the Partner agrees that Pride Toronto cannot be responsible or liable for Partner's loss of sales/profit at the event.

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6. **Changes:**

Partner cannot change any part of this agreement unless they have written authorization from a Pride Toronto Signing Officer. Pride Toronto reserves the right to make changes as needed and as Pride Toronto sees fit.

7. **Refunds:**

If any partner application is denied by the Alcohol and Gaming Commission of Ontario (AGCO) or the City of Toronto, a refund will be issued at the end of July 2018. If a partner breaches contract and is removed from Partner Program, a refund will be issued at the end of July 2018. If a partnership is terminated before June 2018, a refund will be issued immediately.

Any breach of these terms and conditions will terminate this agreement. The parties acknowledge that they have reviewed and participated in settling the terms of this agreement, and that the signing parties have the authority to enter into this agreement.

Notwithstanding both parties have agreed to the terms and conditions of this contract and signed herein should the Department of Public Health, City of Toronto consider this contract will be made null and void. Should the partner be prohibited from participating for any of the above reasons, once the festival is underway, all rental fees will be forfeit.

By signing this agreement both parties agree to the terms and conditions of the contract as outlined in the food partner application guide. Further the signatures below indicate agreement to participate in/partake in/ be a part of/ the spirit if celebration of the LGBTTIQQ2SA community and will take adequate appropriate steps to ensure that all members of the community are treated with respect.

IN WITNESS WHEREOF the parties of executed the agreement as of the date first hereinabove written.

In consideration of the acceptance to this contract to be a partner of Pride Toronto, the Partner, for him/her or itself, his/her or its heirs executors, administrators, successors and assigns, hereby releases, waives and forever discharges Pride Toronto, and all other associations, sanctioning bodies and sponsoring companies, and all their respective agents officials, servants, contractors, representatives, 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 his/her or its person or property HOWEVER CAUSED, whether prior to, during, or subsequent Pride Week, AND NOTWITHSTANDING that the same may have been contributed to, or occasioned by the negligence of any of the aforesaid.