



PRIDE TORONTO ARTIST TERMS AND CONDITIONS

Pride Toronto 2021 Festival

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PRIDE TORONTO ARTIST TERMS AND CONDITIONS

Pride Toronto Festival Weekend; June 26-28 2021

1. TERMS AND CONDITIONS

- 1.1. Pride Toronto's Artist Terms and Conditions are applicable to all Artists **this may include; dancers, performers, drag artists, singers, musicians, performance art, agents, crew or company pertaining to the artist*, wishing to participate in Pride Toronto's entertainment.
- 1.2. Throughout this document, an "Artist" is referred to as the individual, group, or company looking to participate with Pride Toronto.
- 1.3. Any violation of any of the conditions within this document will affect the Artist's continued participation with Pride Toronto.
- 1.4. The Terms and Conditions are intended to provide clarity on the rights and responsibilities of Pride Toronto and Artists.
- 1.5. The Artist Terms and Conditions are formulated in the context of the Mission, Vision and Values of Pride Toronto.
- 1.6. The Artist confirms that they are the age of majority and have the authority to assume full responsibility for the behaviour of all persons participating in falling under this application. The Artist further agrees to comply with and enforce all applicable laws and regulations in connection with the event.
- 1.7. Pride Toronto expects (and the contractual terms explicitly state) that the Artist 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 person(s)/group(s); and by adopting and adhering to appropriate non-discrimination and equal opportunity policies as an organization.
- 1.8. All Pride Month participation opportunities including but not limited to StreetFair Booths, Parade Contingents, Community Events, Advertising (web & guide) and all sponsor benefits are non-transferable. Only the name/logo/trademark of the artist entered into a signed agreement with Pride Toronto is permitted to be displayed in any of the opportunities listed above. No artist may display the Pride Toronto logo.
- 1.9. Pride Toronto retains the right to update or modify terms and conditions with written notice to Artists. Artists have three (3) business days to raise an issue with Pride Toronto about the modified terms and express interest in removal.
- 1.10. Pride Toronto retains the right to refuse any application without liability. Pride Toronto retains the right to cancel or modify Pride or Pride events at any time, in part or in full, without liability.
- 1.11. Pride Toronto retains the right to cancel a performance up until May 30th 2021, with no financial obligation to the Artist.



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2. APPLICATION INFORMATION

- 2.1. All applications must be received through the Pride Toronto website.
- 2.2. 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 Pride Toronto's approval of an application, the successful applicant – the Artist - will be notified electronically of their acceptance into Pride 2021.
- 2.3. Applications will be considered incomplete if not completed in full. Incomplete applications will not be considered.
- 2.4. Performance times 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 stage or time of your choice as indicated in your online application. PrideToronto furthermore reserves the right to change the location and time of any artist's performances.
- 2.5. If an Artist or a member of staff employed by an Artist has a Criminal Record, the Artist must disclose that information to Pride Toronto staff during the application process or as soon as the Artist is made aware.

3. GENERAL CONDITIONS

- 3.1. Artists must arrive thirty [30] minutes prior to their scheduled performance time. **No exceptions will be made.** Plan for weather and traffic. Artists that appear late may have their time slot given away, and are subject to not receiving payment at the discretion of Pride Toronto.
- 3.2. All performances are rain or shine. Payment will not be made to artists who are not prepared to perform in the rain. Pride Toronto retains the right to cancel or postpone events due to inclement weather.
- 3.3. Pride Toronto may not be held liable for lost or stolen items from the artist Green Room.
- 3.4. The artist agrees to use appropriate language on the mic and realizes that Pride is an all-ages, family-inclusive event and therefore using profane language on the mic is not permitted.
- 3.5. The Artist must accept and understand that Pride Toronto is a non-profit organization and relies on sponsorships. The artists agree that entertainment programming may be presented by or in part with sponsorship in some capacity.
- 3.6. The Artist will not present images or messages that promote or condone violence, hatred, degradation or negative stereotypes of any person(s)/group(s).
- 3.7. Approved artists who cancel within seven [7] days of their scheduled performance will be in breach of their contract and subject to the various outcomes; charged a cancellation fee, have future Pride bookings compromised.
- 3.8. The Artist agrees to submit all required documentation including photos, biography, and social media handles prior to the agreed-upon deadlines.



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- 3.9. Artists must have the rights to the photo they are submitting to Pride Toronto. The Artist also understands that Pride Toronto may edit submitted photos for promotional purposes.
- 3.10. The Artist agrees to submit performance materials to Pride Toronto to assist in ASL interpretation by the date of our Programming Launch (to be confirmed in advance by the Programming Coordinator). Failure to provide performance materials may affect future bookings with Pride Toronto.
- 3.11. As a Pride Toronto Artist you acknowledge that the land you are performing on is the traditional territory of many nations including the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. You also acknowledge that Toronto is covered by Treaty 13 with the Mississaugas of the Credit.

4. ACCESSIBILITY

- 4.1. If you have accessibility needs please contact our Programming Coordinator at leanna@pridetoronto.com

5. PAYMENTS AND REFUNDS

- 5.1. All payments will be issued to artists by cheque. If you require other means of payment you must inform Pride Toronto on the day of the contract signing.
- 5.2. There will be no payment made to artists who are removed, are a no show, or miss their performance period.
- 5.3. Pride Toronto will not compensate, refund, discount or in any other way be responsible for a lack of audience for the Artist's participation or location for any reason whatsoever. The Artist 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 Artist.
- 5.4. Artists must complete and submit all required personal information prior to administrative deadlines for payments to be made at events or festival weekends. Failure to provide necessary information on time will result in payments being made no earlier than July 2nd, 2021.
 - Cheque pickup; location will be shared prior to festival



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6. SAFETY / UNIFORMED SECURITY OFFICER

- 6.1. Pride Toronto is not responsible for the security of any equipment, vehicles, marketing materials or anything else brought onto the site.
- 6.2. All Artists 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 at any time.
- 6.3. Any uniformed and licensed security is the sole responsibility of the Artist.

7. LIABILITY RELEASE

- 7.1. In consideration of the acceptance of this application and permission to participate as an Artist on one or more Stages for Pride Toronto, the Artist waives and forever discharges 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 their participation in the said event, whether as an Artist, 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.