

## ENTRY RULES & REGULATIONS



### PREAMBLE

The Vancouver Pride Society (VPS) is the organizing body behind the annual Vancouver Pride Parade, Festival and Pride Week events. The organization has been established on the international stage as a leader in organizing grassroots community events on a large scale.

### GOALS

1. To celebrate the Gay, Lesbian, Bisexual, Transgender, Two Spirited and Queer people (LGBTQ2+) in an annual Parade and through other cultural and educational activities in local and Provincial communities that are part of, related to or in support of the LGBTQ2+ community;
2. To connect with any local or Provincial Queer Community through Educational Outreach for the advancement and education of LGBTQ2+ issues; festivities and other Queer cultural activities;
3. To ensure that all of our constituents have access to and the ability to celebrate their LGBTQ2+ identities, achievements, histories, and culture. Such celebrations will include an annual parade and may also include various mediums for the purpose of art, education and information;
4. To ensure the sustainability of the Vancouver Pride Society through sound fiscal management policies and procedures accompanied by a long term plan for ongoing funding and sound management of the Society.

### CORE VALUES

1. We respect both the dignity of individuals and the rights of all members of society regardless of sexual orientation, gender, gender choice, cultural or ethnic background, colour, age, physical or mental ability, socio-economic status or political, religious or social affiliation or beliefs. In doing so, we seek to identify and remove barriers to full participation in the activities of the VPS.
2. We believe those who volunteer for the VPS are our strength and main resource in achieving our goals.
3. We respect the individual potential for human growth and development and encourage all with whom we come in contact to reach their potential. We believe diversity is strength of the LGBTQ2+ community to be valued and celebrated, for it is a significant catalyst for human growth and development.
4. We believe sharing our knowledge and experience with other Pride organizations and other interested parties is vital to our achieving our mission.
5. We value establishing partnerships with those organization, businesses and government agencies that have goals compatible with those of the VPS in order to further our goals and achieve our Mission.
6. We strive for inclusiveness in all that we do.
7. We believe in conducting the business of the Society with fairness, openness, transparency and accountability.

# 2018 Parade Entry Terms and Conditions

The company or individual named in the agreement shall be referred to as “the Parade Entrant.” The Vancouver Pride Society shall be referred to as the “VPS.” The Pride Parade in Vancouver is operated by the VPS with permission from the City of Vancouver, and will be referred to as “the Parade.”

To be an entrant in the Parade you must be prepared to comply with our mission and objective, be prepared to present or create an entry that meets safety and logistical requirements and conduct all Parade activities within the law.

This document is not exhaustive and additional rules and regulations may be applied to the Parade.

## 1. Parade Acceptance

- I. Completed and legible applications will be reviewed for appropriateness in regards to the Parade
- II. The Parade Entrant will be notified if their application is successful, waitlisted (pending status), or not successful.
- III. The VPS reserves the right to make the final determination of space assignments.
- IV. The VPS reserves the right to determine the final category of the Parade Entrant in order to determine Parade entry fees.
- V. Failure to meet payment will forfeit the Parade Entrant’s space and is at the sole discretion of the VPS.
- VI. The VPS does not warrant, guarantee or promise expected traffic flow in any area of the Parade.
- VII. First time applicants to the Parade may be required to provide a Certificate of Incorporation or equivalent document to authenticate applicant identity. Additional supporting documentation may be requested by the Parade Working Group to process applications on a case-by-case basis. An applicant's inability to provide the requested documentation may result in an automatic rejection of the application.
- VIII. All applications must be completed and submitted no later than June 22nd, 2018
- IX. Submitting an application by the deadline does not guarantee placement. The Parade reaches capacity well in advance of the deadline.

## 2. Payment

- I. Payment for all applications must be completed within thirty days of being invoiced. Failure to do so will result in your application being subject to rate period changes.

## 3. Cancellation Policy

- I. Cancellation of the Parade application must be received in writing. A partial refund of the Parade Entrant fee and the membership fee may be requested if the Parade Entrant cancels their involvement in the event, no later than 60 days prior to the Parade. No refunds will be made within 60 days of the Parade.
- II. Written cancellations between 90-60 days prior to the event will be issued a 50% refund upon receipt of cancellation.
- III. Any cancellations 90 days prior to the event will be refunded minus 10% of the Parade Entrant fee.
- IV. Approved refunds will be issued within 60 business days after the day of the Parade.

- V. Returned cheques and refused payments will be charged processing fees and an NSF fee of \$50.00.

## **4. Liability**

- I. The Parade Entrant assumes all responsibility for their property, including any and all loss, theft, or damage to displays, equipment and other property while in the Staging Area, along the Parade Route or in the Dispersal Area.
- II. All property will remain under the custody and control of the Parade Entrant in transit to and from the Staging Area, along the Parade Route, or the Dispersal Area.
- III. The Parade Entrant hereby waives any demand or claim it may have against the City of Vancouver and the VPS including its Directors, Employees, Contractors, and Volunteers.
- IV. If the Parade Entrant will be operating a motor vehicle in the Parade, the driver must have a current valid driver's license.
- V. If the Parade Entrant will be operating a motor vehicle in the Parade, the vehicle must have valid ICBC insurance including \$5 Million Liability Insurance.
- VI. The Parade Entrant releases the Vancouver Pride Society including its Directors, Employees, Contractors, and Volunteers against any liabilities, claims, damages, suits, costs and expenses. Including, without limitation, legal fees and costs arising from or in connection with participation in the Parade (or any part thereof) or any negligent act, error or, omission of the VPS or its employees, subcontractors or agents.

## **5. Parade Entry Standards**

- I. All participants are subject to all municipal, provincial and federal laws and/or by-laws. Alcohol and drugs are strictly prohibited. Any participants found with alcohol or other prohibited substances will be removed immediately and reported to the appropriate authorities.
- II. Vehicles must not exceed 40 feet in length (including tractor or cab of vehicles) and 12 feet in width including attachments. No vehicle or object may exceed 15 feet above the ground due to overhead wires.
- III. All structures must be firmly attached to the vehicle. Inflatable decorations must be secured by multiple lines and must be able to withstand moderate winds.
- IV. Vehicles must be able to safely accommodate the number of chosen to ride, including adequate room to move around or handholds for everyone.
- V. Persons must not join or leave moving vehicles.
- VI. Vehicles and float entries must have an escort (wheel guard) monitoring each wheel to ensure safe operation. Vehicle escorts may not ride in or on the vehicle.
- VII. Parade Entries must keep moving to keep the parade on schedule. Any performances and routines need to be performed while moving forward within the Parade. Failure to do so may result in a fine to be determined at the discretion of the VPS.
- VIII. Handing out food and beverages is not permitted.
- IX. Public nudity is against the law and therefore strictly prohibited.
- X. Animals must be on a leash or otherwise restrained and must be cleaned up after
- XI. No fireworks, open fire or other pyrotechnics are permitted. All vehicles must carry at least one fire extinguisher. All exhaust pipes near decorations or people must be insulated.
- XII. Any attention-arousing devices such as noisemakers, flashing lights, movies, music, broadcasting, television, contest games, etc. must be approved in advance by the VPS.

- XIII. All Parade Entry equipment, signage, vehicles and participants must stay within the Parade Entrants allotted space within the staging area
- XIV. Distribution of literature, souvenirs and samples must be approved in advance by the VPS.
- XV. Distribution of literature, souvenirs and samples must be handed to spectators and must not be thrown or tossed into the crowd.
- XVI. Use of confetti or ticker tape is not permitted. Parade Entrants who do so will be fined an environmental fee of up to 50% of the entry fee or up to \$3000 at the discretion of the VPS.
- XVII. Parade Entrants must not distribute any literature which is hateful, violent, homophobic, transphobic or discriminatory in any other way as per the BC Human Rights Code and Canadian Charter of Rights and Freedoms or anything the VPS deems inappropriate. Doing so will result in any or all of the following:
  - a. Immediate removal from the Staging Area or Parade Route by security or police
  - b. A fine of \$1000
  - c. Banning future participation in the Parade or any other VPS events or festivals
- XVIII. Parade Entrants may distribute literature that promotes and supports the LGBTQ2+ community - purely commercial messaging is prohibited.
- XIX. Parade Entries are required to dismantle and disperse in the Dispersal Area within 10 minutes.
- XX. Vehicles must be road worthy, in accordance with the BC Motor Vehicle Act, upon departure from the dispersal area.

## 6. Parade Entry Requirements

- I. All entries must be pre-approved to participate in the parade. Unregistered groups will be denied entry into the parade. There will be an opportunity for individual marchers to participate on Parade day.
- II. Community groups and not-for-profits receiving financial support must comply with the following:
  - a. May include up two sponsors banners measuring no larger than 4 feet by 2 feet.
  - b. Signage related to the sponsor must be secondary to that of your group.
  - c. Sponsors must be consistent with the VPS mission and values.
- III. A representative of each Parade Entry must attend one of the Orientation Meetings or your group will not be permitted entry into the Parade.
- IV. All entries must be clearly identified with the name of the business or organization and must carry the Parade ID Card provided.
- V. All entries must provide a unit captain who will act as a liaison between VPS, the parade marshals, security and first aid.
- VI. As per City of Vancouver by-laws, public nudity is prohibited. Parade Entrants will be removed by security or police if found nude in the Staging Area, along the Parade Route or in the Dispersal Area.
- VII. No verbal messages or speeches may be made over amplified sound systems along the Parade Route.
- VIII. Non-parade vehicles are prohibited from the Staging Area
- IX. Except for minor finishing touches, floats and vehicles may not be constructed or decorated in the staging area.
- X. The collection of money or the exchange of items or goods for donation or payment is prohibited.

## 7. Breach of Contract

Any breach of the above safety or entry regulations may result in one or more of the following consequences:

- a. Removal from participation during the Parade
- b. Exclusion from participation in future VPS Events
- c. Fines and/or legal action to recover costs related to actions by participants, including, but not limited to, property damage, clean-up, security and legal fees
- d. Legal action with respect to breach of contract, trespassing or damages.

## 8. Fines

In order to ensure a safe and enjoyable experience for everyone involved, the following fines have been established for violations of the safety rules and entry regulations:

Throwing of any objects into the crowd	25% of entry fee
Unnecessary stopping on parade route	25% of entry fee
Insufficient wheel guards	50% of entry fee
Absence from entry orientation session	25% of entry fee
Verbal abuse	50% of entry fee
Use of confetti, ticker tape or any other material that litters the Staging Area or Parade Route	Up to 50% of entry fee or up to \$3000 at the discretion of the VPS

Multiple violations will result in combined fines. The VPS reserves the right to collect additional fines for safety violations not listed above.

## 9. Effective Date of this Agreement

This agreement becomes effective when a Parade Entrant submits a completed application to the VPS and agrees to the Terms and Conditions on the Parade Entry application form.

## 10. Terms and Conditions Updates

Terms and Conditions may be modified by the VPS at any time, with updates sent to all registered Parade Entrants noting what changes have occurred to the Terms and Conditions. Parade Entrants will be eligible to withdraw from the Parade and receive a full refund if changes to the Terms and Conditions are not accepted by the Parade Entrant.

## 11. Consent to Contact

The applicant provides the VPS consent to contact them via email or telephone for up to two years regarding advertising opportunities and/or application deadlines for opportunities similar or related to the original application. The applicant can be removed at any time with reasonable notice.

## **12. Violations**

Exhibitors that violate any of the terms or conditions may be subject to sanctions from the VPS. These sanctions may include, but is not limited to, the following:

- I. A written warning, or in the case of an on-site incident, a verbal warning followed up by a written incident report within 30 days after the event. A written warning may be conveyed via a letter, in the body of an email, or any other means deemed appropriate by the VPS. The manner in which the warning is conveyed does not affect the force or effect of the warning.
- II. Ejection from the Events by VPS Security.

A violation that occurs before the event date may result in the Parade Entrant forfeiting their Parade Entry.

Past violations are considered when Parade Entrants make future applications and may result in the immediate rejection of an application. Parade Entrants that forfeit their Parade space by violating the terms and conditions are not eligible for a refund at any time. All applicants must be in good financial standing with VPS before their application will be considered.