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2018 Terms and Conditions

The company or individual named in the agreement shall be referred to as “the Exhibitor.” The Vancouver Pride Society shall be referred to as the “VPS.” Events in Vancouver are operated by the VPS with permission from the City of Vancouver and the Parks Board, and will be referred to as “the Event.”

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

1) Allocation of Spaces

- I. Completed and legible applications will be reviewed for appropriateness in regards to the event they are applying for.
- II. The Exhibitor 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 Exhibitor, in order to determine Exhibitor fees.
- V. Failure to meet payment and insurance deadlines will forfeit the Exhibitor’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 Event.
- VII. First time applicants to the Event may be required to provide a Certificate of Incorporation or equivalent document to authenticate applicant identity. Additional supporting documentation may be requested by the Exhibitor Service Coordinator 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. Submitting an application by the deadline does not guarantee placement. Most events reach capacity well in advance of the deadline.

2) Payment

- I. All applications must be completed and submitted no later than June 22nd, 2018
- II. 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.
- III. Failure to pay prior to the event date will result in cancellation of the exhibitor space.

3) Cancellation Policy

- I. Cancellation of the Exhibitor's space must be received in writing. A partial refund of the Exhibitor fee and the membership fee may be requested if the Exhibitor cancels their involvement in any event, no later than 60 days prior to the Event. No refunds will be made within 60 days of the Event.
- II. Written cancellations between 90-60 days prior to the event will be issued a 50% refund upon request.
- III. Any cancellations 90 days prior to the event will be refunded minus a 10% of the exhibitor fee.
- IV. Approved refunds will be issued within 60 business days after the day of the Event.
- V. Returned cheques and refused payments will be charged processing fees and an NSF fee of \$50.00

4) Liability

- I. The Exhibitor assumes all responsibility for their property, including any and all loss, theft, or damage to displays, equipment and other property while on the premises of the Event.
- II. All property will remain under the custody and control of the Exhibitor in transit to and from the Event, within the Event, or within the confines of the purchased space.
- III. The Exhibitor 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. The Exhibitor must obtain Exhibitor Liability Insurance stating the Exhibitor's \$2 Million General Liability coverage that will additionally insure the City of Vancouver, Vancouver Board of Parks and Recreation, and 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 the occupancy and use of the Event premises (or any part thereof) or any negligent act, error or omission of the VPS or its employees, subcontractors or agents.
- V. The Exhibitor will provide and submit to the VPS a copy of their Certificate of Insurance (not a copy of the insurance policy). The COI must be received by the VPS office no later than June 22nd, 2018.
- VI. If the Exhibitor's company name on the insurance certificate is different than the name on their application, the Exhibitor must inform the VPS so their certificate can be matched correctly.
- VII. Food & Beverage Exhibitors must obtain clearance from Vancouver Coastal Health in the form of a Permit to Operate or a temporary food services license, and must submit a copy to the VPS by June 22, 2018.
- VIII. Exhibitors holding activities of, or related to face painting, henna, massage and body art must also obtain clearance from Vancouver Coastal Health.
- IX. Failure to provide proper certification or insurance may waive the Exhibitor's right to the contracted space and the VPS will not guarantee the availability of a space at the Event.

5) Exhibition Space Standards (Festivals)

- I. Exhibitor space dimensions are 10' x 10' and for food trucks 10'x15' unless written approval for alternative dimensions has been given by the VPS.
- II. Business must be conducted within the Exhibitor's contracted space. Event space beyond the contracted allocation may not be used for exhibition purposes, or for general solicitation of business.
- III. Distribution of literature, food and beverage samples or other exhibit material is forbidden outside an Exhibitor's immediate exhibit area.
- IV. Backdrops/signage must not exceed eight feet (8') in height.
- V. The Exhibitor shall staff exhibits at all times during the Event. (Refer to section 3 Liability.)
- VI. Products exhibited are restricted to those products identified and approved on the Exhibitor's application form. The VPS reserves the right to refuse the sale or display of any product not relating to the Event's mandate.
- VII. Any attention-arousing devices such as noisemakers, flashing lights, movies, music, broadcasting, television, contest games, etc. must be approved in advance by the VPS.
- VIII. It is the exhibitor's responsibility to ensure any tents and signage they provide are adequately weighted.

6) Conduct of Exhibitors

- I. All Exhibitors, including all personnel associated with the load in, load out, staging and day-of management of the exhibitor space, must adhere to the VPS's commitment to provide safe, publicly accessible, Events.
- II. Exhibitors may not directly or indirectly discriminate against or exclude festival-goers.
- III. Exhibitors must, at all times, treat volunteers and staff of the VPS with respect and abide by decisions made by the Exhibitor Services Coordinator.

7) Contests, Competitions + Draws Sales

Promotions and competitions conducted by Exhibitors in conjunction with their display must be free of any obligation on part of the winner. Prize winners must not be required to place an order, nor pay a fee before collecting the prize offered. Additionally, no personal information may be collected, retained, used, or secured without explicit written approval from the VPS and must comply with the Personal Information Protection Act (PIPA).

8) Soliciting, Samples + Souvenirs

Exhibitors and Entrants personnel or representatives distributing samples, souvenirs, promotional material or soliciting business must have expressed written consent of the VPS and must do so from the inside their Exhibit space, except where permitted with the expressed written consent of the VPS. Only participating Exhibitors have the right to sell goods and services at any VPS Event. All other parties who attempt to make sales solicitations in the Event space will be removed from the Event. Should you notice such conduct, report it to the VPS immediately.

8) Parking

The VPS does not provide parking for the Exhibitor at Event locations and takes no responsibility for any fines or removed vehicles that occur as part of the event.

9) Electrical/Lighting/Plumbing

Electrical, Lighting, and Plumbing are not provided. Exhibitors must comply with Vancouver Coastal Health requirements where necessary.

10) Equipment

Equipment is not included in the price of the exhibit space. Exhibitors can bring their own tables, chairs and tent or rent equipment from the VPS. Equipment pricing and rentals will be available during the application process. Equipment requests must be made 14 days in advance of East Side Pride and Pride Sports Day, and 30 days in advance of the Davie Street Party and the Pride Festival.

11) Approval

Any approval or acceptance for the Event shall be made in writing by the VPS to the email address of the Exhibitor provided on the application form.

12) Check In/Check Out

All exhibitors and entrants are required to check-in during load in, and pass a site inspection during load out. If the Exhibitor does not pass the site inspection they will be asked to make the required changes to pass. If the Exhibitor does not comply, they may be fined \$100.00 or 10% of their entry fee, whichever is greater.

13) Effective Date of this Agreement

This agreement becomes effective when an Exhibitor submits a completed application to the VPS and agrees to the Terms and Conditions on the Exhibitor's application form.

14) 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.

15) Terms and Conditions Updates

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

16) 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:

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.

A fine not exceeding 150% of the Exhibitor's registration fees as determined by the VPS to reflect the impact of the violation.

Ejection from the Events by VPS Security.

A violation that occurs before the event date may result in the Exhibitor forfeiting their exhibition space.

Past violations are considered when Exhibitors make future applications and may result in the immediate rejection of an application. Exhibitors that forfeit their exhibition 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.