



FIERTÉ FREDERICTON PRIDE FESTIVAL POLICY

FESTIVAL PARTICIPATION TERMS AND CONDITIONS | EST. 09/2019

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1. TERMS AND CONDITIONS

- 1.1. Fierté Fredericton Pride's Terms and Conditions are applicable to all Participants who seek to participate in the annual Fierté Fredericton Pride Festival.
- 1.2. Throughout this document, the "Participant" is referred to as the individual, organization or company looking to participate in the Fierté Fredericton Pride Festival. The Participant is responsible for all associated Participants involved with their contingent in the Parade, Festival, and associated events.
- 1.3. Any violation of any of the conditions within this document will affect the Participant's continued participation with Fierté Fredericton Pride.
- 1.4. These Terms and Conditions are intended to provide clarity on the rights and responsibilities of both Fierté Fredericton Pride and Participants.
- 1.5. The Participant hereby declares policies upholding equal opportunity and non-discrimination have been adopted, by which discrimination on the grounds of Race, Ethnicity, Age, Sex, Gender Identity/Expression, Sexual Orientation, Disabilities, Health Status, Socioeconomic Status, and Religion is prohibited by the organization or individual.
- 1.6. The Participant confirms that they are of the age of majority in New Brunswick and have the authority to assume full responsibility for the behaviour of all persons participating in the contingent falling under their application. The Participant further agrees to comply with and enforce all of Fierté Fredericton Pride's Terms and Conditions and applicable laws and regulations in connection with the event.
- 1.7. Fierté Fredericton Pride expects (and the contractual terms explicitly state) that the Participant and all their affiliates agree to operate in a manner that is consistent with the celebration of Pride by respecting the rights of all members of the community to participate in the event and by adopting and adhering to appropriate non-discrimination and equal opportunity policies as an organization.
- 1.8. The Participant confirms that their application is completed in full, including applicable participation requirements assigned to corporations, businesses, and political parties. Incomplete applications will be rejected.
- 1.9. Corporations, businesses, and political parties must meet participation requirements to demonstrate commitment to advancing the rights and protections of 2SLGBTQ+ communities and to ensure that the Participant's involvement is in the best interests of the community. Failure to meet these requirements may cause the Participant's application to be rejected.



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- 1.10. Fierté Fredericton Pride retains the right to refuse any application without liability. Rejected applicants may contact the Board within three (3) days of notice of their application status to submit missing documentation and/or dispute their status. The Board will reevaluate the application if additional documentation or information is provided promptly, which may or may not result in a change of status.
- 1.11. Fierté Fredericton Pride retains the right to cancel or modify Pride or Pride events at any time, in part or in full, without liability.
- 1.12. All Participants are responsible for the safety and security of their own goods and equipment and must ensure the safety of the Participants by limiting any possible access to their equipment at any time.
- 1.13. Fierté Fredericton Pride retains the right to update or modify terms and conditions with written notice to Participants. Participants have three (3) business days to raise an issue with Fierté Fredericton Pride about the modified terms and express interest in removal.

2. APPLICATION INFORMATION

- 2.1. All applications must be received through the Fierté Fredericton Pride website or linked form.
- 2.2. The act of receiving an online application shall not be deemed to impart or imply any obligation for Fierté Fredericton Pride to accept said application. Upon Fierté Fredericton Pride's approval of an application, the successful applicant – the Participant - will be notified electronically of their acceptance into the appropriate segment of the Pride Festival.
- 2.3. Applications will be considered incomplete if full payment (if applicable) or appropriate arrangements are not made within fourteen (14) days of the application submission.
- 2.4. All Participants must meet the chosen category eligibility requirements as outlined in the online application. If requested, Participants must provide proof of qualification for the selected category. Should there be a dispute, Fierté Fredericton Pride reserves the right to deny an application on the grounds of ineligibility or offer the Participant an opportunity to re-apply under the appropriate category with payment of the appropriate fees.
- 2.5. Fierté Fredericton Pride will not guarantee that you will receive the location of your choice as indicated in your online application. If your organization wishes to be near/beside another entry, both entries must indicate the request in their applications. Although not a guarantee, we will do our best to accommodate such requests. Fierté Fredericton Pride furthermore reserves the right to change the Participant's location in the Parade and/or Vendor grounds.

3. PARADE REGULATIONS

- 3.1. There will be a mandatory information package for all Participant group organizers (or their delegate) to review. This package will explain the parade route, ensure that all Participants are aware of Parade rules and regulations, day-of logistics. Outstanding questions must be communicated to the Parade Director at minimum one (1) week prior to the Parade.
- 3.2. Participants will be given specific arrival times for their marchers and vehicles (if applicable). Both Marchers and Vehicles should aim to arrive as close to their scheduled time as possible; too early or too late can cause significant issues with parade order. Please do not instruct your Marchers to arrive earlier than the indicated time.



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- 3.3. There will be minimal parking available at the staging area. Fierté Fredericton Pride cannot guarantee parking. Participants must make their own parking and travel arrangements.
- 3.4. Those riding on a float must be on it before it leaves the staging area. No one will be permitted to board their vehicle at the parade start; this must be done in the vehicle holding area.
- 3.5. All floats and marchers must endeavour to proceed down the Parade at a steady pace. Please work to keep gaps between all groups as tight as possible.
- 3.6. The use of pyrotechnics, open flames, confetti, and paper streamers are strictly prohibited. Confetti may not be thrown, shot, or otherwise ejected from floats.
- 3.7. All balloons must be firmly attached to floats, humans or handed out on strings. The release of balloons is not permitted.
- 3.8. No group may display logos other than their own. No third-party branded sponsorship of any kind is permitted on the parade route.
- 3.9. Hand-out material must be approved by the Parade Coordinator upon arrival at the staging area. Materials that are discriminatory, incite violence or hatred, or are otherwise deemed inappropriate will not be permitted.
- 3.10. Participants may not use or distribute any excessive and wasteful, non-compostable or non-recyclable materials throughout the parade.
- 3.11. Groups may not solicit or accept donations along the parade route for fundraising or any other purpose without prior approval.
- 3.12. Uniformed police and military officers are not permitted to march in the Parade armed, in uniform, in a visible contingent, and/or displaying identifying logos and/or insignia.
- 3.13. Alcohol and all other controlled substances are not permitted on the parade route. Any Participant(s) found with alcohol or prohibited substances will be removed immediately.
- 3.14. The Participant specifically agrees that Fierté Fredericton Pride assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of the organization/business or individual.
- 3.15. It is your responsibility to be adequately prepared for Parade Day. It is recommended to provide water and sunscreen for your marchers.
- 3.16. All participants in the are subject to all municipal, provincial and federal laws and/or by-laws.

4. VENDOR REGULATIONS

- 4.1. There will be a mandatory information package for all Participants (or their delegate) to review. This package will explain the festival ground layout, ensure that all Participants are aware of vendor rules and regulations, day-of logistics. Outstanding questions must be communicated to the Festival Director at minimum one (1) week prior to the Parade.
- 4.2. Participants will be given specific arrival times to set up their table and/or tent (if applicable). Participants should aim to arrive as close to their scheduled time as possible.
- 4.3. There will be minimal parking provided at the Festival Grounds. Fierté Fredericton Pride cannot guarantee parking. Participants must make their own parking and travel arrangements.
- 4.4. No group may display logos other than their own. No third-party branded sponsorship of any kind is permitted.



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- 4.5. Hand-out/sale materials must be approved by the Festival Coordinator at minimum seven (7) days before the Festival. Materials that are discriminatory, incite violence or hatred, or are otherwise deemed inappropriate will not be permitted.
- 4.6. Participants are encouraged to refrain from distributing unnecessary, excessive, wasteful, non-compostable, and/or non-recyclable materials on the Festival Grounds.
- 4.7. Groups may not solicit or accept donations on the Festival Grounds for fundraising or any other purpose without prior approval.
- 4.8. Participants intending to sell goods or services on the Festival Grounds must declare said goods and/or services in their application and receive approval from the Festival Director.
- 4.9. Food/Beverage Vendors are responsible for their own power adapters and extension cables if using the City's electricity.
- 4.10. By submitting a Food/Beverage Vendor application, the Participant thereby declares they hold the appropriate licenses and/or insurance.
- 4.11. All Participants are subject to all municipal, provincial and federal laws and/or by-laws.
- 4.12. The Participant specifically agrees that Fierté Fredericton Pride assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of the organization/business or individual.
- 4.13. It is your responsibility to be adequately prepared for Parade Day. It is recommended to provide water and sunscreen for your marchers.

4. PERFORMER REGULATIONS

- 5.1. There will be a mandatory information package for all Participants (or their delegate) to review. This package will explain the festival ground and stage layout, ensure that all Participants are aware of performance rules and regulations, and day-of logistics. Outstanding questions must be communicated to the Festival Director at minimum one (1) week prior to the Parade.
- 5.2. Participants will be given specific arrival times and are expected to arrive prepared, on time.
- 5.3. There will be minimal parking provided at the Festival Grounds. Fierté Fredericton Pride cannot guarantee parking. Participants must make their own parking and travel arrangements.
- 5.4. Performance material, including music, imagery, and additional materials must be approved by the Festival Director in advance. Materials that are discriminatory, incite violence or hatred, or are otherwise deemed inappropriate will not be permitted.
- 5.5. In submitting an application, the Participant signals they are committed to using inclusive, gender-neutral, and non-discriminatory language during the Festival.
- 5.6. We prioritize applications from self-identified Black, Indigenous, racialized, newcomer, trans, and non-binary persons/organizations and persons with disabilities. We encourage applicants to self-identify as they see fit.
- 5.7. No Participant(s) may display logos other than their own.
- 5.8. All Participants are subject to all municipal, provincial and federal laws and/or by-laws.
- 5.9. The Participant specifically agrees that Fierté Fredericton Pride assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of the organization/business or individual.
- 5.10. It is your responsibility to be adequately prepared to perform at the Festival. It is recommended you bring water, sunscreen, and snacks.



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6. PAYMENTS AND REFUNDS

- 6.1. Payment is due within fourteen (14) days of the Participant's application submission.
- 6.2. All payments are to be made via mailed cheque, e-transfer, or credit payment via frederictonpride.com/payments/. Cash will not be accepted. Applications will not be processed if payment is not completed within fourteen (14) days.
- 6.3. A Participant has ten (10) business days from purchase to request a refund for their permit. After ten (10) business days, no refund will be offered. All refunds are subject to a 20% administrative fee. Additionally, there will be no refunds if a Participant purchases their permit within the late sign-up time period (June 5th onward).
- 6.4. There will be no refund of fees if a Participant is removed from the Festival/Parade.
- 6.5. Participants will be fined \$200.00 if the Participant leaves anything left behind in the staging area or festival grounds that should not have been left; this includes garbage.
- 6.6. Fierté Fredericton Pride will not compensate, refund, discount or in any other way be responsible for a lack of interest of the Participant from the public.
- 6.7. The annual prices in effect for the Fierté Fredericton Pride Festival permits are published through www.frederictonpride.com. An additional fee is charged for payments made through the website. Prices subject to change without notice.

7. LIABILITY RELEASE

- 7.1. In consideration of the acceptance of this application and permission to participate in the Pride Parade and/or Pride Festival and any events associated, I, for myself, my heirs, executors, administrators, successors and assigns hereby release, waive and forever discharge Fierté Fredericton Pride Officers, Directors, Members, volunteers, and suppliers, the City of Fredericton 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.