

Victoria Pride Festival Vendor Terms & Conditions



1. Preamble

The Victoria Pride Society is dedicated to the pursuit of a fair and just world for 2SLGBTQIA+ communities. In keeping with this, the Victoria Pride Society is proud to celebrate Pride once again in Victoria with a variety of events that emphasize inclusion, diversity and equity. The Victoria Pride Society has been established to deliver on this goal by acting as the primary body organizing and facilitating Pride within Greater Victoria.

2. Interpretation

2.1. Definitions

The following definitions shall apply within the context of the Victoria Pride Festival Terms and Conditions (“Terms & Conditions”):

- 1) 2SLGBTQIA+ shall be interpreted as Two-Spirit, lesbian, gay, bisexual, transgender, queer, intersex, asexual and aromantic, and additional individuals who otherwise identify as gender or sexual minorities;
- 2) Victoria Pride Society (“VPS”) shall be interpreted as the governing executive board of directors, its staff and those working within an official capacity as directed by its leadership;
- 3) Victoria Pride Parade shall be interpreted as the Pride parade held within the City of Victoria as organized by the Victoria Pride Society;
- 4) Victoria Pride Festival Events shall be interpreted as any event or festival hosted or organized by the Victoria Pride Society;
- 5) Vendors shall be interpreted as any and all persons and organizations requesting entry into the Victoria Pride Parade or Victoria Pride Festival Events or otherwise entering the Victoria Pride Parade or Victoria Pride Festival Events for the purposes of selling, distributing, or disseminating products, services, or information;
- 6) Exhibits shall be any tent, outpost, facility, or area designated for the purposes of selling, advertising, soliciting, or otherwise engaging with members of the public at Victoria Pride Festival Events;
- 7) Prospective Attendees shall be interpreted as any and all persons and organizations who will attend, or intend to attend, the Victoria Pride Parade in any capacity; and

- 8) The Parties shall be interpreted as Vendors, the Victoria Pride Society and all Prospective Attendees.

3. Purpose

3.1. Mission Statement

The mission of the Victoria Pride Society during the Victoria Pride Festival is to ensure the implementation of Pride events and activities, inclusive of a Pride parade, that

- 1) Support inclusion, diversity and equity for 2SLGBTQIA+ communities; and
- 2) Enable the pursuit of greater justice for 2SLGBTQIA+ communities through an intersectional lens recognizing the distinct challenges of other marginalized communities.

4. Vision Statement

4.1. Our Vision

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society maintains a central vision for all its projects and programs; and
- 2) The Victoria Pride Society Vision Statement can be viewed at the following link:

- a) <https://victoriapridesociety.org/about/>

4.2. Territorial Acknowledgement

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society maintains a territorial acknowledgement of traditional Indigenous lands for all its projects and programs; and
- 2) The full Victoria Pride Society Territorial Acknowledgement can be viewed at the following link:

- a) <https://victoriapridesociety.org/vps-territorial-acknowledgement/>

5. Vendor Terms & Conditions

5.1. Applications

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) All Vendors are required to adhere to the Victoria Pride Society's mission, goals and values;
- 2) A Vendor's application shall be considered for approval by the Victoria Pride Society only if the application is complete, legible, and submitted in a timely manner;
- 3) If a Vendor fails to submit an application that fully adheres to the Terms & Conditions, that Vendor's application may be denied by the Victoria Pride Society or conditionally approved with conditions provided by the Victoria Society upon approval;
- 4) The Victoria Pride Society shall provide notice of a Vendor's change of application status prior to the date of the Victoria Pride Festival event;
- 5) The Victoria Pride Society reserves the right to waive any application requirements for any Vendor if that Vendor is otherwise not violating the Victoria Pride Society's mission, goals and values;
- 6) All Vendors' applications are subject to review by the Victoria Pride Society at any time for any reason;
- 7) Vendors may be required to produce additional documentation for the Victoria Pride Society, due to reasons including but not limited to the following:
 - a) Identification of Vendor;
 - b) Determination of additional resource requirements; or
 - c) Clarification of adherence to the Victoria Pride Society's mission, goals and values.
- 8) Failure to adhere to the Victoria Pride Society's mission, goals or values may result in the modification, suspension or termination of a Vendor's participation within the Victoria Pride Parade or Victoria Pride Festival Events.

5.2. Participation

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) Approval of any Vendor's application does not fully provide any guarantee of participation;
- 2) The Victoria Pride Society reserves the right to modify the placement and organization of Vendors participating within the Victoria Pride Parade or Victoria Pride Festival Events;
- 3) Allocation of Exhibits may be redistributed or modified by the Victoria Pride Society as it sees fit to ensure successful implementation of all events;

- 4) All Exhibits operated, owned, or supervised by a Vendor must ensure that activities conducted within the Exhibit grounds are appropriately licensed and certified, including but not limited to the following:
 - a) Health and safety certificates necessary for the safe and lawful handling of food or drink;
 - b) Health and safety certificates necessary for the selling and use of personal care products and services;
- 5) All Exhibits operated, owned, or supervised by a Vendor are expected to be appropriately insured by the Vendor;
- 6) All Exhibits operated, owned, or supervised by a Vendor shall not substantially differ in signage, advertising, or messaging provided by the Vendor's application to the Victoria Pride Society to ensure a safe and supportive environment for Prospective Attendees;
- 7) All Exhibits operated, owned, or supervised by a Vendor shall be properly secured;
- 8) Exhibits are not permitted to unduly inhibit movement throughout Victoria Pride Festival Events;
- 9) Any Vendor's participation may be modified or revoked with notice at any time due to reasons including but not limited to the following:
 - a) Failure to adhere to the Victoria Pride Society's mission, goals or values;
 - b) Failure to fully provide payment of any amount due to the Victoria Pride Society;
 - c) An unforeseen circumstance preventing or limiting the execution of the Victoria Pride Parade or Victoria Pride Festival Events; or
 - d) A Force Majeure event including but not limited to an Act of God such as a natural disaster.

6. Modification & Termination of Agreement

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society reserves the right to modify these Terms & Conditions in order to better support the implementation of the Victoria Pride Parade or Victoria Pride Festival Events; and
- 2) The Victoria Pride Society reserves the right to terminate these Terms & Conditions at any time should new terms and conditions or similar agreement be provided by the Victoria Pride Society.

7. Payment & Dues

7.1. Fees

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society reserves the right to establish and modify a fees structure for prospective Vendors;
- 2) If the Vendor is an organization, fees may be determined by factors including but not limited to:
 - a) The size of the organization;
 - b) The nature of the organization; or
 - c) The marching units or vehicles requested.
- 3) If the Vendor is an individual or organization, fees may be determined by other factors not exhaustively listed within these Terms & Conditions;
- 4) The Victoria Pride Society shall provide an invoice to the Vendor only if the Vendor's application is approved;
- 5) Full payment must be provided by the Vendor by whichever date is earlier among the following:
 - a) Within thirty (30) days of invoice date or;
 - b) Seven days prior to the date of the Victoria Pride Festival in the Park event.
- 6) Returned cheques and other forms of refused payments shall be charged a processing fee as follows:
 - a) A minimum processing fee of \$90.00 for a first refused payment; and
 - b) A minimum processing fee of \$150.00 for a second or subsequent refused payment.
- 7) Organizations may be subject to additional agreements or licenses as provided by the Victoria Pride Society that may institute their own separate fees structure and terms and conditions for payment.

7.2. Refunds & Cancellations

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) Any Vendor canceling participation within the Victoria Pride Parade or Victoria Pride Festival Events must provide said cancellation in writing to the Victoria Pride Society;

- 2) Vendors may request a partial refund of fifty (50) percent of the total fees paid to the Victoria Pride Society for an upcoming Victoria Pride Festival participation if the cancellation occurs at least thirty (30) days prior to the date of the Victoria Pride Festival Finale); and
- 3) The Victoria Pride Society reserves the right to not provide any refund to a Vendor requesting a refund for a cancellation occurring less than forty-five (30) days prior to the date of the Victoria Pride Parade.

8. Violations & Penalties

8.1. Violations

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) Any Vendor found to have violated the Terms & Conditions during the Victoria Pride Parade or Victoria Pride Festival Events may be provided a written or verbal warning or other notice from a member serving or representing the Victoria Pride Society; and
- 2) The Victoria Pride Society reserves the right to review and assess any incident potentially violating the Terms & Conditions during and after the Victoria Pride Parade or Victoria Pride Festival Events and pursue penalties at any time.

8.2. Penalties

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society reserves the right to review serious violations of these Terms & Conditions and pursue any actions necessary to ensure the safety of Victoria Pride Parade or Victoria Pride Festival Events attendees and delivery of the Victoria Pride Society's mission, goals and values, including but not limited to the following:
 - a) Removal from the Victoria Pride Parade or Victoria Pride Festival Events;
 - b) Permanent or temporary banning from current or future events hosted by the Victoria Pride Society; and
 - c) Pursuit of legal action.

9. Consent of Parties

9.1. Consent to Photography and Videography

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Vendor provides full and explicit permission for the Victoria Pride Society to photograph, film or otherwise document through any medium the Vendor participating within the Victoria Pride Parade or Victoria Pride Festival Events; and
- 2) The Vendor releases all rights to the use, production, reproduction, distribution or manipulation of any photograph, film or record to the Victoria Pride Society.

9.2. Consent to Collection, Use, and Disclosure of Personal Information

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Parties understand and consent to the Victoria Pride Society's Privacy Policy in the collection, use, and disclosure of personal information; and
- 2) The Victoria Pride Society Privacy Policy can be viewed at the following link:
 - a) <https://victoriapridesociety.org/wp-content/uploads/2018/06/VPS-Privacy-Confidentiality-Policy.pdf>

10. Liabilities & Warranties

10.1. Liabilities

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society is not liable for any claim, of injury, loss, negligence or otherwise, incurred by the Vendor during the Victoria Pride Parade or Victoria Pride Festival Events;
- 2) The Vendor shall be responsible for all properties brought to the Victoria Pride Parade or Victoria Pride Festival Events and waives any claim, of injury, loss, negligence, or otherwise, against the Victoria Pride Society and the City of Victoria; and
- 3) While the Victoria Pride Society is committed to pursuing a safe and supportive Victoria Pride Parade or Victoria Pride Festival Events, the Vendor shall be responsible for their own person at the Victoria Pride Parade or Victoria Pride Festival Events and waives any claim, of injury, loss, negligence, or otherwise, against the Victoria Pride Society and the City of Victoria;
- 4) The Vendor shall ensure that any vehicle operated within the Victoria Pride Parade or Victoria Pride Festival Events possesses valid insurance; and

- 5) The Vendor shall ensure that the operator of any vehicle operated within the Victoria Pride Parade or Victoria Pride Festival Events possesses a valid British Columbia driver's license.

10.2. Warranties

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) The Victoria Pride Society provides no warranty on any element, program or activity of the Victoria Pride Parade or Victoria Pride Festival Events and all event activities of the Victoria Pride Parade or Victoria Pride Festival Events are provided as-is; and
- 2) The Victoria Pride Society provides no warranty on traffic flow or any disruption or incursion that may occur during the Victoria Pride Parade or Victoria Pride Festival Events for any reason.

11. Policies

11.1. Vendor Participation Policy

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) All Vendors within the Victoria Pride Parade shall abide by the Parade Participation Policy and the Victoria Pride Parade Terms & Conditions to ensure responsible and safe conduct during the Victoria Pride Parade;
- 2) All Vendors within Victoria Pride Festival Events shall abide by the following terms and conditions:
 - a) All Vendors are subject to municipal, provincial and federal law;
 - b) All Vendors are not permitted to promote or advertise campaigns, acts or messaging that are homophobic, transphobic, biphobic, or otherwise hateful or discriminatory in accordance with British Columbia's Human Rights Code and Canadian Charter of Rights and Freedoms;
 - c) All Vendors must maintain at least one (1) leading organizer who is able to communicate and liaison with a member serving or representing the Victoria Pride Society;
 - d) All structures and props must be safely secured;
 - e) No person is permitted to operate vehicles through any festival ground of the Victoria Pride Festival Events where crowds may be present;
 - f) All Vendors must conform to scheduled Exhibit areas unless otherwise directed by the Victoria Pride Society;
 - g) No fireworks, firecrackers, pyrotechnics or performances directly involving fire are permitted within Victoria Pride Festival Events;

- h) All pets must be leashed or else closely monitored and controlled by owners at all times;
- i) Vendors are not permitted to release hazardous materials that may permanently disfigure or damage the grounds of Victoria Pride Festival Events;
- j) Vendors are not permitted to produce excessive noise that may disrupt other Exhibits;
- k) Vendors are not permitted to delay the installation, organization, or uninstallation of other Exhibits or components of Victoria Pride Festival Events that have been approved by the Victoria Pride Society;
- l) All Vendors are expected to make a reasonable effort to provide safe access to their Exhibit for persons with disabilities; and
- m) The Victoria Pride Society reserves the right to establish additional requests and guidance for any Exhibit or Vendor at any time.

11.2. Safety Policy

The Parties understand and affirm the following terms and conditions, and the Parties shall abide by these Terms & Conditions in good faith:

- 1) In the event of a medical emergency, all Prospective Attendees should call 9-1-1 immediately;
- 2) If you, or someone you know, requires support for mental health or emotional wellbeing:
 - a) If you are experiencing suicidal thoughts, call 1-800-SUICIDE (1-800-784-2433) for support
 - b) For trans peer support, call the Trans Lifeline at (877)-330-6366
 - c) For youth support, call the Kids Help Phone at 1-800-668-6868 or text 686868
- 3) The Victoria Pride Society maintains a zero-tolerance policy towards violence of any kind between any Prospective Attendees;
- 4) The Victoria Pride Society does not tolerate harassment and encourages all Prospective Attendees to report acts of harassment or violence to a member serving or representing the Victoria Pride Society;
- 5) The Victoria Pride Society recognizes the unique needs of persons with disabilities and encourages all Prospective Attendees to provide a safe, supportive and welcoming environment to persons with disabilities to ensure accessibility at the event;
- 6) The Victoria Pride Society requires all Vendors, members serving or representing the Victoria Pride Society, and Prospective Attendees to

adhere to all provincial and federal public health mandates, orders, laws and policies;

- 7) All Prospective Attendees are expected to adhere to the following public health guidelines to reduce the spread of, and exposure to, COVID-19:
 - a) Any Prospective Attendee experiencing any of the following symptoms shall recuse themselves from involvement in the Victoria Pride Parade or Victoria Pride Festival Events:
 - i) Fever or chills;
 - ii) New or worsening cough;
 - iii) New or worsening sore throat;
 - iv) Prolonged shortness of breath;
 - v) New or prolonged muscle aches;
 - vi) New or prolonged headache;
 - vii) Nausea or other stomach-related illness;
 - viii) Loss of sense or smell;
 - b) Any Prospective Attendee that has been advised by a public health agency to stay home or isolate shall recuse themselves from involvement in the Victoria Pride Parade or Victoria Pride Festival Events; and
 - c) All members serving or representing the Victoria Pride Society and Vendors experiencing any symptoms outlined in this safety policy must report these symptoms to Victoria Pride Parade or Victoria Pride Festival Events organizers.