



# **Festival Policies**

Version 4

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# 1 Introduction

This document describes our standard Pride festival and event management policies that shall normally apply every year.

For a particular Pride Year, where special circumstances dictate the need, the board of York Pride Fest may stipulate that modification to these standard policies shall apply for that Pride Year.

In the event of any discrepancy or ambiguity between the content of this document and the by-laws, the provisions prescribed in the by-laws will take precedence.

This version of this document is effective commencing April 2016 until superseded by a subsequent version.

## 1.1 Definitions

In this document:

**“LGBT+”** means as Lesbian, Gay, Bisexual, Transgendered, Transsexual, Intersex, Queer, Questioning (i.e. people unsure of their sexuality or gender identity), Two-Spirit, and Allies of the individuals in the preceding categories - aka LBTTIQQ2SA.

**“LGBT+ community member”** means a person who self-identifies as LGBT+.

**“pride year”** means a period of approximately twelve months starting on the day following the end of the previous pride year and ending in the designated calendar year on the final day of the later of the York Region pride week and the Toronto pride week . For example, the 2012 pride year commenced on the day after Toronto pride week 2011 and ended on the final day of Toronto pride week 2012.

**“York Region”** means the Regional Municipality of York in the province of Ontario.

## 2 Pride Week Festival

### 2.1 Festival Name

The name of the York Region Pride Week festival shall be “York Pride Fest”.

All published media must use this name consistently and must not use incorrect, alternative names, such as “York Region Pride Fest” or “York Pride”.

### 2.2 Duration

The duration of York Region’s Pride Week will be 9 days commencing on a Saturday and concluding on the Sunday of the following weekend.

#### 2.2.1 Scheduling

York Region’s Pride Week will commence on the Saturday immediately prior to the third Wednesday in June.

#### 2.2.2 Pride Week History

The following table shows the dates of previous York Region Pride Weeks and describes the scheduling policies that applied.

Year	York Pride Fest	Toronto Pride	Applicable Policy
2001	Sun, June 10 - Sat, June 16	Mon, June 18 – Sun, June 24	Pride Week organized by “Pride York Region” and traditionally scheduled to start on the Sunday or Monday following the second Friday in June.. The reasons are unclear as to why Pride Week starts on Sunday in some years but Monday in others, and as to why the 2005 Pride Week started early.
2002	Mon, June 17 – Sun, June 23	Mon, June 24 – Sun, June 30	
2003	Sun, June 15 – Sat, June 21	Mon, June 23 – Sun, June 29	
2004	Sun, June 13 – Sat June 19	Mon, June 21 – Sun, June 27	
2005	Sun, May 29 – Sat, June 4	Mon, June 20 - Sun, June 26	
2006	Mon, June 12 – Sun, June 18	Mon, June 19 - Sun, June 25	Pride Week date nominated by GayYorkRegion.com to follow the previous tradition.
2007	Mon, Sep 3 – Sun Sep 9	Fri, June 15 - Sun June 24	Pride week postponed until September to enable additional time for planning in this the first year of York Pride Fest
2008	Mon, Jun 16 – Sun, Jun 22	Fri, June 20 – Sun, June 29	Pride week scheduled according to the previous tradition.
2009	Sun, June 7 – Sun June 14	Fri, June 19 – Sun, June 28	Pride week extended to 8 days and, brought forward to start on the first Sunday in June, following complaints from students re exam conflicts. This created an overlap with Durham Pride which was not then seen as problematic, as Durham were staging only a single Pride Week event on Sat 13 <sup>th</sup> and we had no event on that day.
2010	Sun, June 6 – Sun, June 13	† Fri, June 25 – Sun, July 4	
2011	Sun, June 5 – Sun, June 12	Fri, June 24 - Sun, July 3	
2012	Sat, June 16 – Sun, June 24	Fri, June 22 – Sun, July 1	Pride week extended to 9 days and pushed forward by two weeks, to start on the Saturday preceding the 3 <sup>rd</sup> Wednesday of June. This was to avoid the conflict with Durham who were now staging multiple events, and also to reinstate the scheduling of York Pride Fest into the week prior to Toronto Pride with an overlapping weekend
2013	Sat, June 15 – Sun, June 23	Fri, June 21 – Sun, June 30	
2014	Sat, June 14 – Sun, June 22	Fri, June 20 – Sun, June 29	
2015	Sat, June 13 – Sun, June 21	Fri, June 19 – Sun, June 28	

Year	York Pride Fest	Toronto Pride	Applicable Policy
2016	Sat, June 11 – Sun, June 19	Fri, June 24 – Sun, July 3	Pride Toronto moved back a week, but we had been unaware of this at the time of setting our date.
2017	Sat, June 17 – Sun, June 25	Fri, June 23 – Sun, July 2	Tentative dates that would maintain our traditional schedule and reinstate our one-week separation from Toronto Pride.

† In 2010, due to the G20 conference in Toronto, Toronto Pride pushed back their Pride Week by one week, to the fourth week of June, with the result that their main Pride weekend now fell on the Canada Day weekend (<http://news.ca.msn.com/canada/cp-article.aspx?cp-documentid=23433539>). As this brought in significantly more international visitors, particularly from the USA, they decided to stay with this revised schedule for 2011 through 2013. This later scheduling was also reflected in their initially published plans for World Pride in 2014, slated to run from June 27 until July 6. However, come 2012, it was decided to reschedule World Pride to June 20-29, to avoid a conflict with the Lion's Club International conference, set for July 4 to 8 (<http://dailyxtra.com/toronto/news/worldpride-2014-moving-new-weekend>).

## 2.3 Festival Events

Each event staged in or around Pride week will be designated in one of the following three categories:

### 2.3.1 Signature Events

A signature event is a major event, managed directly by York Pride Fest, for which a significant proportion of its revenue and resources is consumed, in order to organize and stage the event. The York Pride Fest board of directors will determine which events shall be designated in this category. At the time of publication of this document, signature events comprise:

- The annual York Region pride parade
- Pride In The Park, including the York Pride Fest Community Fair

### 2.3.2 Affiliate Events

Affiliate events are Pride events that align with our mission, vision and values, but are managed by another organization, corporation or community group working in partnership with York Pride Fest.

Events registered as an Affiliate Event will be promoted by York Pride Fest and the organizer of the event will be entitled to receive assistance from York Pride Fest, in exchange for the organizer's pledge to abide by terms and conditions required by York Pride Fest.

The details of these terms and conditions, rights granted to the organizer and assistance available from York Pride Fest will be stipulated in an Affiliate Agreement, as included within the appendices of this document. This agreement will be entered into and signed by the event organizer and a York Pride Fest board member, or a York Pride Fest volunteer who has been authorized to sign such agreements. The content and provisions of an Affiliate Agreement may be modified only with approval of the York Pride Fest board of directors.

### 2.3.3 Assisted Events

Assisted events are events that are staged by municipalities or other large public sector organization such as police services or universities, in recognition of Pride Week.

An assisted event will be promoted by York Pride Fest and, in return, York Pride Fest will request that during the assisted event:

- There should be recognition of the York Pride Fest festival
- The schedule of other upcoming Pride Week events, and in particular our signature events, should be briefly outlined within formal speeches or other public announcements.

- York Pride Fest should be granted the opportunity to display or distribute, to event attendees, printed materials that provide additional information about the Pride Week festival and its events.

York Pride Fest will strive to provide help with the organization of assisted events, to the best of its ability, whenever requested.

### **2.3.4 Supplementary Events**

All events organized by York Pride Fest, other than signature events, will be termed supplementary events.

## **2.4 Sponsorship**

In order to finance the organization and staging of its events, York Pride Fest will pursue sponsors, who will be offered benefits in exchange for either a financial contribution or the provision of goods or services at a reduced or zero cost, in lieu of a financial contribution.

### **2.4.1 Sponsorship Levels**

A number of sponsorship levels will be defined, each of which will dictate a minimum required contribution applicable to that level, together with the benefits that will be provided by York Pride Fest to sponsors at that level.

Except where otherwise explicitly approved by the York Pride Fest board of directors, at any sponsorship level:

- No benefit may be provided if the usual cost to obtain that benefit would be higher than the minimum contribution stipulated for the sponsorship level. For example, a sponsorship level requiring a minimum contribution of \$250 cannot offer the benefit of free parade participation to a sponsor who would otherwise need to pay more than \$250 for their parade registration.
- No additional benefit(s) may be provided or promised to an individual sponsor beyond the benefits publicized for the sponsorship level and being made available to all other sponsors at the same level.

### **2.4.2 Sponsorship Agreement**

A York Pride Fest sponsorship agreement, as included within the appendices of this document, will be entered into and signed by both the sponsor and a York Pride Fest board member, or a York Pride Fest volunteer who has been authorized to sign such agreements.

The content and provisions of a Sponsorship Agreement may be modified only with approval of the York Pride Fest board of directors.

### **2.4.3 Time-Critical Benefits**

Some benefits offered to sponsors may be time critical. For example, it may not be possible to include a sponsor's logo on signage unless the sponsorship is arranged and logo provided in sufficient time to permit the printing of the signage.

Whenever any benefit is time-critical, this fact together with a cut-off date must be clearly identified on all materials provided to sponsors and potential sponsors.

Should a sponsor fail to provide required materials, e.g. their logo image, before the designated cut-off date, York Pride Fest will strive to accommodate the late delivery of the materials but only to the extent that this can be done without introducing serious risk or additional cost.

### **2.4.4 In-Kind Sponsorship**

York Pride Fest welcomes in-kind sponsorships, i.e. goods or services provided to York Pride Fest at zero or reduced cost, in exchange for sponsorship benefits.

For the purpose of determining the applicable sponsorship level, and consequently the benefits to be made available to the sponsor, the value of an in-kind sponsorship will be negotiated on a case by case basis. This agreed value must then be noted within the sponsorship agreement.

Unless otherwise approved by the York Pride Fest board of directors, the agreed value may never exceed the regular cost of the goods or services were they to be purchased from either the sponsoring company or a competitor company based on their standard pricing less qualifying discounts.

#### **2.4.5 Sponsorship Period**

The start and end dates of any sponsorship must be specified within a sponsorship agreement.

The period of a sponsorship may not exceed two years unless approved by the York Pride Fest board of directors.

All of York Pride Fest's obligations to provide benefits to a sponsor will cease at the end of the sponsorship period, except where the sponsorship agreement identifies an alternative period of applicability for one of more specific benefits.

Irrespective of the period identified in the sponsorship agreement, York Pride Fest shall have no obligation to provide any benefits to a sponsor before payment of the sponsor's contribution has been received. This will normally apply also for in-kind sponsorships, except where provision of the in-kind goods or services must necessarily occur sometime after the commencement of the sponsorship period.

#### **2.4.6 Exclusivity**

Without specific approval from the York Pride Fest board of directors:

- No sponsorship level may offer exclusivity in any form that negatively impacts York Pride Fest's ability to accept offers of sponsorship from other companies, organizations or individuals.
- No sponsorship level may offer a benefit, such as an event naming right, that by its nature would preclude the ability of York Pride Fest to offer the same benefit to another sponsor.

When approved by the board, signature event naming rights will always be offered in regard to a specified individual event. In contrast, supplementary event naming rights may be offered on the same basis, or with an option for the sponsor to choose any supplementary event.

Affiliate event and assisted event naming rights, or other benefits pertaining specifically to those events, will never be offered without the explicit written content of the event organizer.

### **2.5 Use of Copyrighted Materials**

So long as they have entered into a signed sponsorship or affiliate agreement, sponsors and organizers of affiliate event may be provided with materials for which York Pride Fest is the copyright owner, such as electronic files containing event photos, promotional artwork or logo images.

Electronic files containing copyrighted materials may also be distributed to media organizations, to better enable them to publicize the York Pride Fest festival or its events.

Whenever these materials are distributed, it will be made clear to the recipient that, apart from changing the image size, they may not modify the design, opacity, aspect ratio, colouring or any other image property.

Excepting image files that are in the public domain by virtue of their inclusion on the York Pride Fest website or social media pages, and except as described above, no copyrighted materials may otherwise be provided to any other persons without the approval of the York Pride Fest board of directors.

## 3 Signature Events

### 3.1 Pride Parade

For the pride parade, the Admissibility Policy and Eligibility Policy prescribed in this document shall apply for all participants, as shall the following Terms and Conditions of Participation.

#### 3.1.1 Terms and Conditions of Participation

During the registration process, registrants must agree to make all members of their parade contingent aware of the following Terms and Conditions of Participation and to take responsibility for ensuring their compliance.

Failure to adhere to these terms and conditions during any parade event will provide grounds for inadmissibility to subsequent York Pride Fest events.

*For all parade contingents:*

1. Open flames are not permitted on floats or held by marchers.
2. Alcoholic beverages and controlled substances are not permitted in the marshalling area or on the parade route.
3. Parade participants are not allowed to throw anything into the crowd during the parade or to hand out any food items.
4. Parade participants may hand out non-food items and/or display signage that promotes their registered group or its mission. However, without the explicit prior approval of York Pride Fest, it is strictly not permitted for:
  - a. Type «list1» permit holders to hand out items or display signage that promotes a for-profit business. (*where list1 is a list of permit types for community groups and non-profit organizations*).
  - b. Type «list1» permit holders to hand out items or display signage that promotes a not-for-profit organization whose annual turnover exceeded \$100,000 in its prior financial year. (*where list2 is a list of permit types for community groups*).
  - c. Any participant to hand out items or display signage that promotes any company or organization other than a parade registrant.

Sponsor(s) of a registered group may however be promoted, provided that sponsor messaging is not a predominant feature of the item or signage.

In any situation where these restrictions are not observed, York Pride Fest reserves the right to hold the participant's registered group liable for additional registration fees in respect of the promoted, company or organization.

5. All parade groups must strive to maintain a consistent distance from the group ahead of them, avoiding unnecessary stops.
6. No public nudity will be permitted in the parade in accordance with section 174 of the Criminal Code.
7. Hate, negative or otherwise inappropriate messaging will not be permitted as determined by the parade organizers. If you are unsure about the suitability of your messaging, please check with York Pride Fest prior to the parade.
8. All animals must be parade broken and leashed at all times.
9. Each group must designate one member as their parade marshal. All participants of a group must be made aware of and be able to identify their group's parade marshal.
10. Groups must follow directions given by police, parade coordinators and parade marshals.

*For parade contingents with vehicles:*

11. All floats must have safety rails and harnesses for riders. Flatbeds must have decorative skirts, without any sharp edges or nails protruding.



12. All drivers must be licensed and suitably insured to drive their vehicle in the parade. Participants must not mount or disembark from floats during the parade.
13. Drivers of motorcycles or other applicable vehicles must wear helmets and/or other protective clothing as required by the Ontario Highway Traffic Act.
14. If you are using a generator it must be secured to the vehicle, have adequate ventilation (3 feet on every side), and no person shall be seated within 5 feet of the generator.
15. During the parade, vehicle drivers must strive to maintain a consistent distance from the group ahead of them ensuring that this distance is always at least 3 meters and that, except in an emergency, their speed is always less than 10 kilometers per hour.

### **3.1.2 Additional Instructions**

Additional instructions and requests may be provided to registrants, including those listed below, but are not deemed as Terms and Conditions of Participation.

1. All parade groups are requested to arrive at the marshalling area no later than 30 minutes prior to the parade start time and check-in with the Parade Coordinator upon arrival.
2. All marchers should try to maintain a consistent distance between their contingent and the group ahead of them, and must ensure that they always stay behind any vehicle ahead of them in the parade.
3. Marchers walking alongside vehicles belonging to their own contingent must keep a distance of at least 1 meter away from the side of their vehicle while it is in motion.
4. If your contingent is stopped in an emergency situation, when asked to resume, please continue at regular walking speed and do not attempt to catch up to the group in front.
5. Every contingent should designate one person as their Group Marshal, who will liaise with York Pride Fest Parade Marshals, sharing instructions and information received with other members of their group.
6. We do not expect to have any unfriendly parade spectators. However, in the event that we do, participants are requested to completely ignore hecklers and not to enter into any conversation or debate with them.

### **3.1.3 Registrant Information Collected**

During the registration process, the following information will be collected:

- The title (optional), first and last name of the applicant
- The work, home and/or cell phone number(s) of the applicant (optional)
- The email address of the applicant
- The title of the registrant's business, organization or group.
- The web address of the registrant's website (optional)
- The approximate minimum and maximum number of marchers.
- Whether the parade contingent will be playing music
- Whether the parade contingent will be using a generator.
- The length of the parade contingent's vehicle(s) - Less than 20 feet, 20-40 feet, 40-60 feet or over 60 feet.
- The title and a short description of the parade contingent that can be used for media purposes
- A cell phone number at which the contingent's organizer can be reached on the day of the parade.

## **3.2 Community Fair**

For the community fair, the Admissibility Policy and Eligibility Policy prescribed in this document shall apply for all participants, as shall the following Terms and Conditions of Participation.

### **3.2.1 Terms and Conditions of Participation**

During the registration process, registrants must agree to make all of their community fair booth representatives aware of the following Terms and Conditions of Participation and to take responsibility for ensuring their compliance.

Failure to adhere to these terms and conditions during any community fair event will provide grounds for inadmissibility to subsequent York Pride Fest events.

1. Food or drink products may not be sold without the explicit prior consent of York Pride Fest.
2. Participants offering food products must obtain all applicable permits required by the local municipal, regional, provincial or federal government.
3. Participants offering food products that contain, or may contain, nuts must prominently display an appropriate warning sign and must not provide those products to any children, except with the consent of an accompanying parent or guardian who has read and understood the warning sign.
4. Stakes or other objects may not be driven into the ground to a depth of more than 6 inches without the explicit prior consent of York Pride Fest.
5. The sale of raffle tickets, lotteries and/or gambling is not permitted, without the explicit prior consent of York Pride Fest.
6. All booth decorations, advertising media, collection of donations or sale of any items must be kept within the confines of the allotted booth space.
7. No merchandise, advertising media, decorations or other items considered to be hazardous or inappropriate shall be accepted for fair. Moreover, any merchandise judged by the organizer to be inappropriate for Fair shall be refused for display. In order to avoid any possible trouble, it is requested that a full and accurate description of the merchandise be given in the section provided in this application form.
8. Music or noise from computer, sound and other equipment must be kept to an acceptable level that does not disrupt event entertainment or community fair activity, including activity at surrounding booths.
9. Participants may not assign, sublet, apportion or share the whole or any part of their assigned booth space nor allow representatives, equipment or materials from organizations or companies other than their own to make use of their booth space.
10. Any damage to the building or property in/on which the booth space is located will be the responsibility of the participant.
11. Prior to departure, participants are required to tidy their booth space and take any other action necessary to restore their booth space to the condition in which they occupied it.

### **3.2.2 Additional Instructions**

Additional instructions and requests may be provided to registrants, including those listed below, but are not deemed as Terms and Conditions of Participation.

1. Information about the location of the fair and whether indoor or outdoors, e.g. Our fair will be located outdoors in Town Park, adjacent to the route of the Pride Parade.
2. Information about reserved booth spaces, e.g. Each participant will be reserved a booth space 10ftx10ft, unless alternative arrangements are requested.
3. Information about items that participants are advised to bring. E.g. Participants will need to bring their own table and chair(s). It is also recommended to bring a small tent/canopy for protection against the sun or other weather conditions.

4. Booth setup and timing information. E.g. The event commences at 1pm on Saturday 20th June. The facility will open for setup at noon, and we ask that you arrive no later than 12.30pm, so that your booth can be setup prior to the start of the event at 1pm.

### 3.2.3 Registrant Information Collected

During the registration process, the following information will be collected:

- The title (optional), first and last name of the applicant
- The applicant's job title (optional)
- The work, home and/or cell phone number(s) of the applicant (optional)
- The email address of the applicant
- A cell phone number on which the booth holder can be reached on the day of the event.
- The title of the registrant's business, organization or group.
- The web address of the registrant's website (optional)
- Details of the products/services to be showcased or sold
- Information about any display media that the registrant intends to use, e.g. banners
- Information about any special requirements (optional)

### 3.3 Admissibility Policy

1. All parties wishing to participate in the parade or community fair must obtain a permit by registering online.
2. In the paragraphs which follow, the organization, business, community group or individual(s) wishing to participate will be termed the *registrant*. The individual submitting the registration on behalf of the registrant will be termed the *applicant*.
3. In the registration process the applicant, on behalf of and with the authority of the registrant, must:
  - a. classify the registrant correctly (e.g. as a community group, not-for-profit organization or for-profit business) according to the criteria indicated for each classification, and,
  - b. warrant that the registrant is eligible in the context of the Eligibility Policy (see Eligibility Policy below),
  - c. agree to make all of the registrant's participants aware of the Terms and Conditions of Participation, and to take responsibility for ensuring their compliance.
  - d. agree that York Pride Fest assumes no responsibility for damages to persons or property or for loss of property, however caused, as a result of or pertaining to the registrant's participation, nor for any costs incurred by the registrant if it should become necessary to cancel the event due to unforeseen circumstances
  - e. agree to abide by the final ruling of the York Pride Fest board of directors in regard to admissibility, and,
  - f. remit payment of the fee applicable for the selected classification, except where the registrant is providing sponsorship at a level deemed sufficient for the registration fee to be waived.
4. All permit holders will be considered admissible and will be permitted to participate unless:
  - a. there is conclusive evidence of grounds for inadmissibility, and,
  - b. the York Pride Fest board of directors decides, by ordinary resolution, to refuse admission.
5. Grounds for inadmissibility shall include:
  - a. ineligibility, in the context of the Eligibility Policy (see Eligibility Policy below), or,

- b. a breach of the Terms and Conditions on the current or any prior York Pride Fest event occasion, or,
  - c. a risk of danger to public safety, damage to property or disruption to the event.
- 6. If a written communication is received from a third party requesting that a permit holder, or potential future permit holder, should not be permitted to participate:
  - a. If the communication fails to provide evidence or alleged evidence of any grounds for inadmissibility, the third party will be requested to provide that evidence but no other action will be taken until such evidence is received.
  - b. If the communication provides inconclusive alleged evidence of any grounds for inadmissibility, the third party will be invited to provide conclusive evidence, e.g. proof of the inconclusive alleged evidence previously provided. Additionally, to the extent that it has available resources, York Pride Fest will take reasonable attempts to determine the validity of the inconclusive alleged evidence.
  - c. Irrespective of whether the evidence is alleged or conclusive, and without waiting for any subsequent communication from the third party, additional steps will be taken as identified in the next paragraph.
- 7. When York Pride Fest possesses evidence of grounds for inadmissibility of a permit holder, whether or not that evidence is conclusive, the following steps will be taken:
  - a. Any York Pride Fest volunteer or member of staff receiving or becoming aware of such evidence in regard to any permit holder, or any party considered likely to register, will immediately convey that evidence to the York Pride Fest board of directors.
  - b. The permit holder will be advised of the alleged evidence, provided with copies of any communications received from any third party(s) and will be given an opportunity to respond in writing, in order to refute that evidence, within 5 days but no later than 5 days prior to the event. Any response received will be immediately conveyed to the York Pride Fest board of directors.
  - c. The York Pride Fest board of directors will determine what subsequent action is to be taken and may decide to refuse admission.
- 8. When a permit holder is refused admission, the permit holder will be notified of the grounds for inadmissibility, remitted registration fees will be refunded and the permit will be cancelled.

### **3.4 Eligibility Policy**

To be eligible to participate in the parade or community fair, all registrants must warrant that they:

- 1. Support, and operate in a manner consistent with, the mission, vision and values of York Pride Fest
- 2. Respect the right of all members of the LGBT+ community to participate in the Pride festival.
- 3. Implement policies that uphold equal opportunity and prohibit discrimination based on the grounds identified as protected grounds within the Ontario Human Rights Code.

### **3.5 Refund Policy**

- 1. A registrant is entitled to a full refund of their registration fees, excluding payment processing fees, in the following circumstances:
  - a. If a participant should cancel their registration prior to one calendar weeks before the scheduled event start time.
  - b. If it should become necessary for York Pride Fest to cancel or postpone an event due to unforeseen circumstances prior to one calendar week before the scheduled event start time.
  - c. If a participant is refused admission and their permit is cancelled by York Pride Fest on the basis of there being grounds for inadmissibility.

2. A registrant is entitled to a partial refund of their registration fees, excluding payment processing fees, in the following circumstances:
  - a. If it should become necessary for York Pride Fest to cancel or postpone an event due to unforeseen circumstances within the calendar week before the scheduled event start time.
  - b. If a participant should cancel their registration within the calendar week before the scheduled event start time.

The proportion of the registration fee that is refundable will be equitably calculated by York Pride Fest based on the costs already incurred for the production of the event at the time of cancellation.

3. Except where there are grounds for inadmissibility, in lieu of a refund a participant may request that their registration be carried over to the following year. In that circumstance, in the following year the participant will be entitled to register without charge for an equivalent permit, even if the usual permit fee in that year is greater than that the fee remitted in the current year.

## 4 Emergency Procedures

### 4.1 Event Planning

Prior to a major event:

1. The location of one or more persistently manned “control points” will be designated .
2. Procedures and mechanisms will be established to ensure that different control points are able to share information reliably and expediently.
3. During volunteer training, all volunteers will be made aware of the provisions of this policy and their responsibilities and actions to be carried out in various emergency situations.
4. The following information will be circulated to all event volunteers, police and security staff.
  - a. The location of the control points.
  - b. For each control point, the cell phone number of at least one of the volunteers assigned to that control point throughout the event or during any specific time period.
  - c. Where different volunteers are assigned during different periods, each cell phone number will be qualified by an indication of the time period during which it can be used to contact the control point.

### 4.2 Missing Child Procedures

#### 4.2.1 Initial Response

(a) When a report of a missing child is received at a control point:

- The control point volunteer(s) will perform the actions below and/or delegate them to volunteers and manage their progress to ensure completion.
  1. Obtain (and make a written note of) a physical description of the missing child and the location at which the child was last seen.
  2. Convey the above information to police and security staff in attendance at the event.
  3. Deploy volunteers to perform a search of the immediate area where the child was last seen and to question bystanders in that area.
  4. Notify all other control points of the physical description of the child and the location at which he was last seen.
  5. Record the cell phone number of the parent(s), guardian(s), if they are in attendance, or otherwise the cell phone number of the person who reported the missing child, so that they can be notified if they are no longer in attendance when the child is located.
  6. If the child has not been located within 10 minutes, deploy volunteers to perform a search of a broader area (including places of interest, snack bar etc)
  7. Announce the situation over the facility’s public announcement system and/or main stage audio system.
  8. Attempt to contact the child’s parent(s) or guardian(s), if they are not in attendance and their contact details can be obtained from the person who reported the child missing.

(b) When a report of a missing child is received by a volunteer in close proximity to a control point, they must immediately accompany the reporter of the problem to the control point.

(c) When a report of a missing child is received by a volunteer distant from a control point:

- The volunteer who is notified of the situation will adopt a three-step “ERS” procedure:
  1. **ENQUIRE:** Obtain a physical description of the missing child and details of the location at which the child was last seen.
  2. **REPORT:** Immediately make contact with the nearest control point and convey this information to the control point.

- a. Where possible, volunteers should attempt to contact the control point by cell phone, resorting to walkie-talkie communication only when contact by cell phone is not possible.
  - b. If unable to make contact with the nearest control point, the volunteer should attempt to contact another control point.
  - c. If unequipped to contact any control point, the volunteer must locate a nearby volunteer who is equipped to contact the control point on their behalf.
  - d. If a police officer is in the vicinity the volunteer must notify the police officer, **but must still take the above steps to notify a control point.**
3. **SEARCH:** Initiate a search of the immediate area, engaging the assistance of other volunteers in the vicinity and questioning bystanders about the child's last whereabouts
- (d) When a control point receives notification of a missing child from a distant volunteer:
- The control point volunteer(s) must perform all of the actions itemized in section (a) above, excepting any items which the reporting volunteer has already performed or initiated.

#### 4.2.2 When a Missing Child Is Found

- (a) When a volunteer finds a missing child and the child's parent or guardian is absent::
- The volunteer must:
    - Give custody of the child to a police officer, if there is one in the vicinity, and then notify the nearest control point. OR
    - Accompany the child to the nearest control point.
- (b) When a missing child is brought to a control point:
- The control point volunteer(s) must:
    1. Notify police, security staff and all other control points.
    2. Contact the child's parent(s) or guardian(s) if they are not in attendance but their contact details were previously obtained or can be provided by the child.
    3. If the child's parent(s) or guardian(s) are not in attendance and they cannot be contacted, use the facility's public announcement system and/or main stage audio system to broadcast a request for the parent/guardian(s) to attend the control point.
    4. Look after the child and ensure that he/she does not leave the control point until collected by their parent(s), guardian(s) or a police officer. If, prior to that time, circumstances dictate that the child must leave the control point temporarily, a volunteer must accompany them throughout the period they are away from the control point.
    5. If a prior public announcement was made about the missing child, arrange for a further announcement, to advise that the child has now been found.
- (c) When a missing child is found by a volunteer and returned directly to the parent(s)/guardian(s), or handed over to the police, without first being taken to a control point:
- The volunteer must notify a control point
  - The control point, on receiving this notification, must:
    1. Notify police, security staff and all other control points
    2. If a prior public announcement was made about the missing child, arrange for a further announcement, to advise that the child has now been found.

### **4.2.3 Situations Requiring Immediate Attention**

Volunteers must report any of the following situations to a control point or to a police officer in their vicinity:

- A child is seen to leave accompanying another adult or an intruder
- A child is injured
- A child's belongings have been found but the child is not present

### **4.2.4 Actions To Maintain Preparedness**

Volunteers will be instructed to:

- Keep watchful eye on children at all times
- Not to leave children unattended
- Report suspicious looking persons
- Make themselves familiar with event venues, and in particular indoor facilities, in case of search for a child should be required

### **4.2.5 Contingency Planning**

Event plans must take into account the following potential impacts of a missing child situation:

- Heightened level of facility concern
- Emotional distress of person's responsible for the child
- Disruption due to facility search
- Potential inquiries of immediate occupants of the facility
- Potential police investigation

## **4.3 Inclement Weather Procedures**

### **4.3.1 Proactive Measures**

In the lead up to any outdoor event:

1. "Safe Zones" will be identified at and around the event venue, which are places to which event attendees can relocate to obtain shelter.
2. The weather forecast will be monitored during the 2 days prior to event.
3. Volunteers, police and security staff will be kept up-to-date to ensure their awareness of emergency plans and location of safe-zone(s).
4. At registration time, the event day cell phone number will be recorded for all parade and community fair participants.
5. In the event of an unfavourable weather forecast, members of the board will be responsible for deciding upon event cancellations.
6. Lead volunteers will be nominated as the decision makers in regard to the need to evacuate and abandon an event upon arrival of adverse weather conditions.

### **4.3.2 Initial Response**

Upon the likely onset of adverse weather conditions during an event, lead volunteers will:

1. Deploy volunteers to ensure all structures, activities, and event areas are secure and that items can't get be picked up easily by wind.
2. Prepare for evacuation to "safe-zone(s)" and notify on-duty police of plan of action
3. Announce the situation over facility's public announcement system, or main stage audio system, of incoming weather (ensuring to be calm and not create havoc).



### **4.3.3 Situations Requiring Immediate Attention**

To assist their decision making, volunteers will be made aware of the following potential dangers which need to prompt appropriate actions:

- Wind gusts reaching more than (60-90 KM) are enough to destroy property or nature (trees /branches/tents, stages).
- Lightening close to the area that could possibly touchdown in event area
- Rainfall creating a slipping hazard, dangerous road conditions or flooding.
- Snow or silt making roadways or paths a slipping hazard or road conditions dangerous.
- A humidex above 45°C making it advisable to restrict certain activities

### **4.3.4 Event Evacuation**

Should it become necessary to evacuate an event, lead volunteers will perform or initiate the following actions:

1. Announce to guests the decision to evacuate and the location of safe-zones for those not able to reach or depart in their vehicles.
2. Direct volunteer teams to help guests relocate to a safe-zone.
3. In the event of an injury, volunteers must notify on-site first aid, police or summon emergency services.
4. Ensure all power, water and anything posing risk is turned off or put away.
5. Unless there is an imminent risk to their safety, volunteers are to stay with guests until event coordinators, police and/or security staff confirm completed area clearance.

### **4.3.5 Contingency Planning**

Event plans must take into account the following potential impacts of inclement weather:

- Heighted level of facility concern
- Emotional distress of event attendees
- Disruption due to shutdown of event
- Potential need for police / EMS / fire assistance

# Appendix A Sponsorship Agreement

This agreement is between: York Pride Fest (YPF)

and: \_\_\_\_\_ (The Sponsor)

made effective on: \_\_\_\_\_ (day of month) day of: \_\_\_\_\_ (month and year)

**WHEREAS** YPF plans and stages York Region's Pride Week festival and its constituent community events in order to illuminate and celebrate human diversity, captivate the general public, inspire inclusivity and foster harmony and acceptance primarily in the context of sexuality and gender identity

**AND WHEREAS** the Sponsor wishes to support the festival and YPF wishes to acknowledge such support;

**NOW THEREFORE** in consideration of the promises contained herein, the parties agree as follows:

## 1. Term

1.1. This Agreement shall be effective as of the date first written above and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms of this Agreement.

## 2. Sponsorship Rights

2.1. The Sponsor wishes to support YPF by contributing \$\_\_\_\_\_ to YPF according to the following payment schedule:

On or before: (date)	\$
On or before: (date)	\$
On or before: (date)	\$

2.2. In consideration of the Sponsor's support, upon receipt in full of the contributions listed above, YPF will provide the benefits described for the platinum / gold / silver / bronze (delete as applicable) sponsorship level within the YPF Sponsorship Opportunities Guide that is attached as schedule A of this Agreement.

2.3. In the context of print advertising, the cut-off date described in schedule A will be \_\_\_\_\_

## 3. Trademark and Logo Use

3.1. Upon request, the Sponsor will provide to YPF its approved branding and logo materials, and hereby consents to their use in all promotional material created by YPF related to the Sponsor's sponsorship of YPF.

3.2. Upon request, YPF will provide to the sponsor its approved branding and logo materials, and hereby consents to their use in any promotional material created by the Sponsor related to their sponsorship of YPF.

## 4. Payment Method

4.1. The contribution(s) of the Sponsor may be remitted to YPF by cheque(s) made payable to "York Pride Fest", or by online credit card payment using the facilities made available for the payment of donations on the YPF website.

## 5. Notices

5.1. Inquiries, the completed agreement, cheques and any notices can be sent to YPF at:

York Pride Fest, Unit 203, 10909 Yonge St., Richmond Hill, ON L4C 4M6.

5.2. Notices can be sent to the sponsor at:

(Company name and address) \_\_\_\_\_

5.3. The contact information in this section of the Agreement may be amended from time to time by notice in writing by the relevant party.

## 6. Termination

6.1. Either party may, by notice in writing, terminate this Agreement upon 30 days' notice if the other party breaches any of the provisions of this Agreement.

6.2. Unless terminated according to the provisions of this section, the provision of some sponsorship benefits may extend for up to 12 calendar months beyond the term of this agreement if so indicated in schedule A.

7. **Miscellaneous**

- 7.1. **Governing Law:** This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada.
- 7.2. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings between the parties whether oral or written, with respect to such subject matter.
- 7.3. **Indemnity:** Each party to this Agreement shall indemnify and hold harmless the other party, its officers, directors, agents, employees, or volunteers from any and all claims, demands, actions and costs whatsoever that may arise out of, directly or indirectly, such indemnifying party's performance of this Agreement or that of the indemnifying party's officers, directors, agents, employees, or volunteers.
- 7.4. **Assignment:** No party may assign this Agreement or any part of this Agreement, or any benefit, interest or obligation herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

<u>On behalf of the Sponsor:</u> <b>Signed:</b> <b>Print Name:</b> <b>Title:</b> <span style="float: right;"><b>Date:</b></span>	<u>On behalf of YPF:</u> <b>Signed:</b> <b>Print Name:</b> <b>Title:</b> <span style="float: right;"><b>Date:</b></span>
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# Appendix B Affiliate Agreement

This agreement is between: York Pride Fest (YPF)

and: \_\_\_\_\_ (The Affiliate)

in relation to: \_\_\_\_\_ (The Affiliate Event)

to take place at: \_\_\_\_\_ (The Event Venue)

on: \_\_\_\_\_ (date) at: \_\_\_\_\_ (time)

1. The Affiliate:

- a. Pledges that they operate in a manner consistent with the mission, vision and values of YPF.
- b. Agrees to undertake the planning and organization of the Affiliate Event, to be held at the time and venue identified above.
- c. Will include recognition of YPF in all forms of publicity generated for the event. At a minimum, the “YPF Affiliate Event Logo” will be displayed on all printed or video media and, whenever feasible, the url of the YPF website or social media page will be shown on printed or video media and/or mentioned in video or audio broadcasts.
- d. Will arrange for the YPF Pride Week Festival and upcoming YPF signature events to be mentioned, at least briefly, during formalities or within public announcements at the Affiliate Event, if the event is to include formalities or public announcements.
- e. Will grant the opportunity for YPF to display or distribute, to Affiliate Event attendees, printed materials that provide additional information about the YPF Pride Week Festival, related events and YPF’s sponsors.
- f. Will comply with all of the provisions of the YPF Festival Policy that are applicable to the Affiliate Event or advise YPF whenever compliance with any specific provision cannot be achieved
- g. Will not change the design, opacity, aspect ratio, colouring or any other property of image materials provided by YPF, except that images may be resized if the same aspect ratio is preserved.
- h. Will not distribute to a third party any copyrighted materials provided by YPF, except in a manner that is explicitly permitted by the provisions of the YPF Festival Policy.
- i. Will provide to YPF a digital image file containing the Affiliate’s logo, which YPF will use when publicizing and promoting the Affiliate event.
- j. Will notify YPF immediately in the event that it becomes necessary to reschedule or relocate the Affiliate Event and will not reschedule the event to any period that coincides or overlaps with any YPF signature event.

2. YPF:

- a. Will provide reasonable levels of assistance to the Affiliate in regard to the planning and execution of the Affiliate Event, if and when called upon to do so.
- b. Will provide to the Affiliate digital image files containing the “YPF Affiliate Event Logo”, to be used in connection with item 1c above, together with other copyrighted materials that may be used in event publicity.
- c. Will publicize and promote the Affiliate Event, in the same way and by the same means that it publicises and promotes other Pride events.
- d. Will include the logo of the Affiliate in any materials that it creates to publicize or promote the Affiliate event.
- e. Will identify the Affiliate as such within the list of affiliated organizations listed on the YPF website, including a url link to the Affiliate’s website or social media page.

<u>On behalf of the Affiliate:</u>		<u>On behalf of YPF:</u>	
<b>Signed:</b>		<b>Signed:</b>	
<b>Title:</b>	<b>Dated:</b>	<b>Title:</b>	<b>Dated:</b>