

# Boston Pride for the People

## Festival Rules and Regulations

Date: The 2024 Boston Pride for the People Festival (BP4TP) will take place on Saturday, June 8, 2024.

Festival Start Time: 12:00pm

Festival End Time: 6:00pm

Block Party Start Time: 1:00pm

Block Party End Time: 7:00pm

\*Specific timing for vendor load in, set up, break down and load out will follow with confirmation of booth space.

### **OUR MISSION**

BP4TP's mission is to amplify the beauty, rich diversity, unique culture, and intersectionality of the LGBTQ+ community through empowerment, education, commemoration and celebration.

- *Empower* through creating LGBTQ+ community, and a culture of respectfully reaching across differences to support and love one another.
- *Celebrate* and honor the rich, diverse, creative, and fabulous culture of LGBTQ+ communities, and impart knowledge of LGBTQ+ history and a sense of pride among LGBTQ+ youth.
- *Commemorate* the Stonewall riots and memorialize the queer, trans, Black, Indigenous, and People of color (QTBIPOC) activists at the forefront of the 20th century lesbian, gay, bisexual, transgender, queer, intersex, asexual, plus (LGBTQ+) movement.
- *Educate* on the presence and impacts of oppression and commit to disrupting and dismantling systems that cause harm to LGBTQ+ people, especially LGBTQ+ people who face multiple forms of marginalization.

### **THE PURPOSE OF THE BP4TP FESTIVAL**

The purpose of the Boston Pride for the People Festival is to create a community of support among LGBTQ+ individuals and families, organizations, small businesses, and ally corporations, and to uplift LGBTQ+-owned and POC-owned businesses, and to advocate for the lives and humanity of LGBTQ+ people, to celebrate the richness and complexity of LGBTQ+ community, and to continue to advocate for equity and inclusion for LGBTQ+ people, especially those who face intersecting forms of oppression.

### **WHO SHOULD APPLY FOR REGISTRATION**

- Nonprofit groups

- Community groups
- Small businesses that are owned by or primarily serve the LGBTQ+, POC, and/or disabled communities
- Ally corporations who pledge to not donate or support anti-LGBTQ legislators or initiatives
- Political organizations

Criteria for reviewing applications for the BP4TP Festival includes, but is not limited to, the following:

- Providing products, services, information, and/or experience that supports the mission of BP4TP and the BP4TP Festival.
- Demonstrated commitment to and support of LGBTQ+, disabled and POC communities
- Proposed product, services or menu (quality, pricing, uniqueness)
- Agreement to adhere to established procedures
- Timing and order of applications received

Supporting the mission and purpose of BP4TP and the BP4TP Parade and Festival. In order to participate in the 2024 Boston Pride for the People Parade and Festival, all organizations, affiliates, and individuals must:

- Support the mission and purpose of the Boston Pride for the People organization and Parade.
- Abide by all Festival Rules, Terms and Conditions as outlined below.
- Acknowledge that a failure to honor the mission and purpose of the BP4TP Parade, or a failure to comply with the Rules, Terms and Conditions, could result in penalties, including exclusion from current and future events, as well as financial penalties.
- Groups determined by BP4TP to be hate groups, including those designated as such, by the Southern Poverty Law Center, will not be permitted to sponsor or participate in any BP4TP events.

**Eligibility.** All applicants must meet category eligibility requirements as outlined above. If requested by BP4TP, applicants must provide proof that they qualify for the category applied for on their registration form. Should there be a dispute, BP4TP reserves the right to deny an application or assign your application to a different category.

**Right to refuse applications.** In alignment with our mission, priority will be given to community groups, nonprofits and/or businesses that are led by or center the LGBTQ+, disabled, and/or POC communities. The act of submitting an application or receiving an email acknowledgement of submitting an application is not a guarantee of space at the BP4TP Festival. Failure to submit all required documentation and/or payment upon approval may cause your application to be rejected. BP4TP retains the right to refuse any Festival application without liability.

**Payment.** All applications must be submitted with payment made in full within 24 hours of applying. Any applications submitted without payment will be rejected. If your application is submitted with payment in full but is not accepted, a full refund will be sent via the original payment method within ten business days of the decision, plus any applicable bank processing time.

**Status of Application.** All applicants will be notified via email of approval or rejection. For approved applications, signed contract will be required within 7 days of receipt of approval. Rejected applicants will receive notification they do not have space at the Festival.

**Assignment of booth space.** BP4TP cannot guarantee placement in any particular location or alongside any other particular booth. Booth space location is at the sole discretion of the BP4TP. BP4TP reserves the right to reassign booth space and/or relocate booth space as necessary.

## **FESTIVAL RULES, TERMS, AND CONDITIONS**

All Festival exhibitors will comply with the rules and regulations of the BP4TP Festival.

**Identification.** All exhibitors should be clearly identifiable and ideally have at least two signs: one hanging from the front of the table and one hanging at eye level. For accessibility reasons, lettering should be large and easy to read.

**Booth exhibits.** Exhibitors have the right to arrange materials and goods within their booth space in the manner best suited for displaying and demonstrating their goods and services. No part of an exhibit shall extend outside of the booth space or interfere with adjoining booths. No signage, flyers, or promotional materials of any kind may be posted in or on locations outside of the assigned booth space.

Exhibitors should set up materials in such a manner as not to cause damage to the booth space, any other booth space(s), or to the Festival grounds. Any such damage and subsequent liability shall be paid by Exhibitor.

**Setup.** Exhibitors should load-in all property, goods and materials during the designated set-up time only.

**Take down.** Take down time begins at 6:00pm. Exhibitors are prohibited from removing property, goods, and services during the operating hours of the Festival.

**No sublet.** Exhibitor shall not assign or sublet any of the booth space(s) granted to them as set forth herein, without the prior written consent of BP4TP

**Messaging.** Messaging in all forms -verbal, written, imagery, performative, or otherwise – must be consistent with the mission of BP4TP and the purpose of the BP4TP Festival. Messaging that disparages any group, constitutes hate speech, promotes, condones, or incites hatred or

violence is not permitted. Groups engaging in such messaging will cause immediate dismissal and removal from the Festival.

**Respectful behavior.** Exhibitors spaces must be always staffed and operated in a professional and courteous manner. BP4TP reserves the sole right to determine compliance with this provision and has the right to order the immediate cessation of any activity in violation of this requirement.

**Generators.** Portable generators are prohibited.

**Drugs, alcohol, illegal behavior.** It is illegal to possess or consume alcohol or drugs on the Boston Common.

Illegal behaviors and / or violations of the law will not be permitted at the BP4TP Festival. You will be responsible for any fines, fees, arrests, injury, or imprisonment that may occur if you break these or any other laws. Violations of the law will be immediate cause for removal from the Festival.

**Animals.** All animals must be on a leash and attended to at all times. Participants are responsible for animal waste cleanup. Failure to clean animal waste will result in a fine. Remember to bring sufficient water and food for animals.

**Safety.** Exhibitors may not use or place in the booth any apparatus, device, equipment, or material that may in any manner, due to either negligence, recklessness or intent, be dangerous or cause injury to any persons, pets, or property at the Festival. BP4TP has the sole right to determine whether such apparatus, device, equipment, or material is consistent with this provision and whether it may require immediate removal.

Pyrotechnics, cylinders or any type of compressed gasses or fuels (e.g. liquid propane, helium, nitrous oxide, acetylene), propane generators, gasoline generators, open flames, confetti, paper streamers, fog machines, strobe lights, and water guns, water balloons or spraying of water from contingents are expressly prohibited. Parade participants may not possess weapons of any kind in the staging area or parade.

Exhibitors must make provisions for safeguarding their goods, materials, equipment, and vehicles at all times. BP4TP shall not be liable for any participant's failure to safeguard their property. Exhibitors agree to indemnify and hold harmless BP4TP for any failure to make such provisions.

**Amplified sound.** Exhibitors may not operate amplification equipment or voice or audio reproducing equipment.

**Trash.** Exhibitors need to provide their own trash receptacle if they are doing something that generates trash (ex. Peel-back stickers).

**Removal of Exhibitors and affiliates.** BP4TP reserves the right to remove any exhibitor and / or affiliate that is, in the opinion and discretion of BP4TP, offensive, places other participants in danger, or violates any Festival rules, terms, or conditions.

### **Other Terms and Conditions**

Hold harmless/indemnity. All Exhibitors are responsible for any and all acts and / or omissions on their part, or on the part of their agents, volunteers and/or employees that may result in injury or damage to themselves, their agents, volunteers and/or employees or to third parties. Exhibitor specifically agrees to indemnify and to hold Boston Pride for the People (BP4TP) and the City of Boston and its agents, volunteers, and employees free and harmless and to defend it from any and all claims arising out of such acts or omissions.

The Exhibitor represents and warrants that the Exhibitor has and will maintain for the duration of the Festival (including setup and take-down) appropriate insurance policies and coverage for property and individuals participating in the Festival on behalf of the Exhibitor, and that names Boston Pride for the People, the City of Boston, and the City of Boston Parks & Recreation as additional insured under such policies for the period of the Festival. Additional information about insurance requirements will be provided with notification of application approval.

**Rain or Shine/Right to cancel event.** Please note the Parade and Festival are “rain-or-shine” events. BP4TP does not assume any liability for bad or inclement weather or other factors outside of its control. No participant fees are refundable in the event of cancellation due . As it deems necessary, at its own discretion, BP4TP retains the right to cancel or modify BP4TP events at any time, in part or in full, without liability. Refunds cannot and will not be made for any reason whatsoever.

**Violation of rules, terms, and conditions.** Exhibitors who breach any of the rules, terms, and conditions may be banned from participating in present or future BP4TP events.

**Liability Release.** BP4TP is not liable for any damage caused by BP4TP, its employees, subcontractors, or agents to parade participants. Participants are liable for any damage they cause to BP4TP, its employees, or agents, or to the City of Boston, its employees, or agents . No limitation of liability or indemnity provision applies to this Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused because of or during the performance of the Contract.

I have READ, UNDERSTOOD and AGREE TO all the terms and conditions of this application and all the terms and conditions contained herein.