

Capital Pride Alliance

FESTIVAL FOOD APPLICANT Terms and Conditions 2027



Our Mission

The Capital Pride Alliance, through its stewardship of diverse programming and events, specifically year-round LGBTQ+ Pride festivities centered in Washington, DC and the National Capital Region, serves to celebrate, educate, support, and inspire our multi-faceted communities in order to grow and preserve our history and protect our rights for current and future generations

Our Purpose

The Capital Pride Alliance (CPA), located in Washington, DC, is a nonprofit organization dedicated to serving the needs of the LGBTQ+ community all year long, through educational programs, major events, fundraising, outreach and advocacy, providing platforms for visibility, and supporting the work of our many community organizations and local businesses.

Online Application Information

Capital Pride Alliance retains the right to refuse any application based on reasonable criteria, including but not limited to eligibility, capacity, safety, or failure to support the mission of CPA, and shall not be liable for such refusal unless the refusal constitutes a violation of applicable federal or DC law. The Capital Pride Alliance retains the right to cancel events during the Celebration of Pride in The Nation's Capital at any time, in part or in full, without liability. The act of receiving an online registration application shall not be deemed to impart or imply any obligation for Capital Pride Alliance to accept any bid or application. Upon approval of an application, the successful applicant will be notified via email of their acceptance and admission into the 2027 Capital Pride Festival. Applications will be considered incomplete and will be placed on hold if full payment is not made at the same time that the application is submitted online.

These rules and regulations form part of the Application and Agreement for participation in the 2027 Capital Pride Celebration ("Festival") between the Capital Pride Alliance, Inc. d.b.a. Capital Pride ("CPA"), and the Festival Applicant ("Applicant").

In order to participate in the 2027 Capital Pride Celebration, all organizations, affiliates, and individuals must:

- Support the mission and purpose of CPA.
- Abide by the Rules of the Festival and all Terms and Conditions.
- Acknowledge that a failure to honor the mission and undertaking of the Festival; or failure to comply with CPA's rules could result in penalties, including exclusion from current and future events; or financial penalties.
- All applicants must meet category (non-profit or for-profit and tier) eligibility requirements as outlined in the online registration application. If requested by CPA, applicants must provide proof that they qualify for the category applied for on their registration form. Should there be a dispute, CPA reserves the right to deny an application on the grounds of ineligibility or offer the applicant an opportunity to reapply under the appropriate category with payment of the appropriate fees.

Festival participants who breach any of the Terms and Conditions may be banned from participating in present or future Capital Pride Events. Please note the Festival and Concert are "rain-or-shine" events. CPA does not assume any liability for bad or inclement weather or other factors outside the control of CPA. **Refunds cannot and will not be made for any reason whatsoever.**

For further Pride in the Nation's Capital information visit our web site at www.CapitalPride.org. All applicants are deemed to have read and agreed to the following. By completing this registration application and submitting it for consideration the Applicant agrees to abide by the Terms and Conditions listed below:



WHEREAS

On behalf of and with authority of the organization/ business/ individual making this application:

- 1) The Applicant confirms that they are of the age of majority and have the authority to assume full responsibility for the behavior of all persons participating in the events falling under this application. The Applicant further agrees to comply with all applicable federal, state, and municipal laws and regulations in connection with the event.
- 2) The Applicant agrees to operate in a manner consistent with the celebration of Pride and the positive value of diversity and identity in the Lesbian, Gay, Bisexual, Transsexual, Transgender, Intersex, Queer/Questioning, Two-Spirited and Allied communities.
- 3) The Applicant hereby declares that no policy discriminates against, or harassment of any person who is employed by or is seeking either employment, membership, partnership, or volunteer status with the organization/business or individual on the basis of Race, Color, Creed, National Origin, Religious or Political affiliation, Sex, Age, Personal or Family Relationships, Disabilities, HIV/AIDS, Income Restrictions, Union Affiliation, Sexual Orientation and Gender Orientation..
- 7) Consequences: The Applicant understands and agrees that any breach of contract may result in one or more of the following consequences:
 - a) Denial of permission to participate in the Festival
 - b) Forfeiture of any and all registration fees
 - c) Removal from participation during the Festival
 - d) Financial penalties
 - e) Legal action with respect to Breach of Contract and/or Trespassing
 - f) Exclusion from participation in future events
 - g) Application of criminal charges
 - h) Legal action to recover monetary costs related to actions by the participants, including damage to property, court fines, and fees resulting from lawsuits or charges against CPA

8) Financial & Contractual Requirements

- a) Registration fees are non-refundable except as expressly provided in this section.
- b) All fees are payable online by CREDIT CARD. CPA accepts Discover, American Express, Visa & MasterCard; cash will not be accepted. A processing fee may be applied.
- c) Applications will not be processed if payment is incomplete. The next applicant on the waiting list will be contacted immediately and presented with an opportunity to register.
- d) If payment is not received by invoice due date, your registration will be cancelled. Should your organization re-register, the discounted rate of the original application is void and the applicant will be responsible for the full payment amount.
- e) If CPA officially cancels the Festival on or before March 31, 2027, CPA will refund 100% of collected registration fees. If CPA cancels the Festival on or after April 1, 2027, registration fees will not be refunded, except in cases of proven gross negligence or willful misconduct by CPA.
- f) There is no "rain date" should the Festival be canceled or shortened due to inclement weather and no participant fees are refundable in the event of cancellation due to acts of God, fire, natural disaster, terrorism, war, military hostilities, or any other force majeure events, or cancellation by government agencies.

9) Fees

- a) Applicant shall pay a nonrefundable space rental fee, determined during registration.
- b) Additional fees for Premium Placement are due with the space rental fee.

- c) Additional fees apply for additional equipment.
- d) The space rental fee includes the following:



An exhibit space which measures 20'x10' for "Food Trucks"; or 20'x20' for "Food Booths". Exhibit spaces previously assigned to the Applicant cannot be guaranteed for the Event. A Special Event permit from DLCP is required to conduct business on Pennsylvania Avenue.

The space rental fee does not include (i.e. Food Applicants are responsible for):

- a) Business license(s)
- b) Food-handling licenses
- c) Tax licenses
- d) Propane permit
- e) Generator Permit
- f) Other standard business operating licenses

Applicant assumes all liability and responsibility for obtaining and displaying standard operating licenses, including those outlined in this paragraph. CPA shall NOT be held liable for Applicant's failure to obtain and display required licenses.

All fees must be paid in advance in the form of a credit card. All monies are due in US dollars.

Applicant understands that CPA will monitor all food operations throughout the Event and agrees to comply with any reasonable request made by CPA; and may be subject to fines due onsite for infractions.

10) Festival Requirements:

Please review all requirements and provisions related to booth space. Failure to provide strict compliance with all provisions, and all applicable District of Columbia government regulations and requirements, will result in denial of access to booth space and forfeiture of all applicable fees, and may result in reimbursement to CPA of government-imposed fines and penalties.

Applicant Agrees To:

- A. Supply all necessary services and equipment required for the continuous operation of the booth(s) during the event operating hours, including but not limited to, the following:
 - 1) Compostable products (plates, cups, cutlery, napkins) to help the festival become closer to a "zero landfill" event;
 - 2) Service counters, tents, tables, chairs;
 - 3) All cooking and heating equipment;
 - 4) One (1) ABC type fire extinguisher with a minimum rating of 2-A:10-B:C;
 - 5) Hand washing/hand drying system plus Handi-Wipes or similar product;
 - 6) All necessary cooking and serving utensils;
 - 7) All appropriate and customary single service flatware, paper products and condiments; all flatware and paper products must be eco-friendly;
 - 8) Water for cooking and hand washing
 - 9) If you bring a generator, you must obtain a generator permit from the fire marshal. Additionally, the generator must fit inside your designated space.
 - 10) Propane permit from the Office of the DC Fire Marshall



- B. To conduct all business within the space allotted in an orderly manner; to deposit all internal debris, garbage, cans, paper, etc. in designated areas and keep the area within and surrounding their concession area free from all debris. Applicants must, at their own expense, keep their concession space and adjacent areas clean. All concessions must be clean and ready to commence doing business at least one half-hour before the event concludes.
- C. No alcoholic beverages of any sort may be sold or dispensed by Applicant. The CPA reserves the right to be the sole provider of all beverages of any kind. Beverages of any kind, including, but not limited to, water (bottled or any other kind), soft drinks or sodas, sports drinks, juices, smoothies, or alcoholic beverages may NOT be sold (or otherwise distributed) by any exhibitor. Only beverages or food for personal consumption by organization personnel is permitted unless otherwise specified by CPA.
- D. That all food and beverages sold shall include Sales Tax. Applicant agrees to collect all applicable sales taxes for sales at the Event, and to remit same to proper DC governmental authorities. Applicant further agrees to secure all necessary tax licenses for their booths and provide evidence of the same upon request.
- E. That only items approved by CPA, at prices approved by CPA shall be sold; all items must be available to order by Event attendees during all open times of the Festival. Prices must be displayed.
- F. That all grease, coal, etc. shall be returned to their original containers, removed from the site and properly disposed of at the Applicant's cost.
- G. That combustible material will be kept at a safe distance from cooking and heating appliances.
- H. That all portable Liquid Propane Gas (LPG) gas containers shall not exceed the 60 lb size and have LPG approved connectors, regulators and hoses. **Applicants utilizing propane must obtain a permit from the Office of the DC Fire Marshall.**
- I. The parties hereto agree that the Applicant, and any agents and employees of the Applicant, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of CPA. Applicant is by virtue of this Agreement only leasing booth and concession space from CPA, and only for the duration of the event. Applicant and CPA do not have a partnership, joint venture or any other continuing relationship or obligation beyond the term of this Agreement. Applicants' warranties, indemnities, and obligations to fully perform and pay CPA under the terms of this Agreement shall, however, survive the closing of the Event.
- J. Applicant shall not assign or sublet any of the booth space(s) granted to them as set forth herein.
- K. Applicant is responsible for distributing its own product and equipment to booth(s) and must supply its own dolly or handcars. Motorized vehicles are NOT permitted on the grounds during operating hours.
- L. Applicant understands that CPA will make space assignments, and that any space assignment previously provided to the Applicant CANNOT be guaranteed for the event.
- M. Exhibitors shall not place in the booth space any apparatus or goods that shall in any manner be objectionable, or that shall in any manner be dangerous. The CPA reserves the sole right to determine whether such apparatus or goods are consistent with this provision and may require their immediate removal.
- N. The CPA reserves the right to move or prohibit the display of any signage, article, or product that, in its opinion, is not in keeping with the nature and character of the Festival, or not in harmony with other booth spaces.
- O. No Exhibitor shall operate amplification equipment or voice or audio reproducing machines of any type. The CPA has the sole authority to require the immediate removal of any such equipment.
- P. Booth spaces are to be always staffed and operated in a professional and courteous manner. The CPA 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.

10) Responsibilities

- a) CPA will provide General security in and around Event; however, each Applicant shall be solely responsible for security of their own booth space, including but not limited to all property, and equipment.
- b) Applicant shall comply at all times with all applicable health, environmental, fire and safety rules, regulations, orders, ordinances and laws. Applicant acknowledges that federal, state and local health, fire and safety officials have the right to inspect Applicant's booth(s) and operations at any time. Applicant agrees to immediately



correct any violation and comply with any instruction aimed at improving the health, fire or safety condition of the booth(s).

- c) Applicant shall comply with all licensing and permitting requirements in connection with the sale of food to the public. Applicant shall comply with all District of Columbia and Federal labor laws. Applicant shall comply with all District of Columbia and Federal Health Department regulations regarding festival vending requirements and will submit all required permits, Certificate of Insurance and licenses within 30 days of the event. Failure to complete this may result in the forfeiture of festival fees and cancelation of your organization's participation in the event.
- d) At the time the application is submitted, Applicant shall submit for review a proposed list of items to be sold and prices to be charged therefore; all prices must include Sales Tax. CPA will notify Applicants of the items and prices that have NOT been approved and which items Applicant will be permitted to sell.
- e) Applicant shall be required to post in a conspicuous manner at the front of each booth a sign showing the items for sale and the prices charged for each item. All such signs must clearly state Sales Tax is included in the price. Failure to do so will result in forfeiture of all monies paid to Capital Pride and the immediate shutdown of Applicant's booth. If Applicant sells items that were not previously approved by Capital Pride, and/or Applicant's pricing differs from the price schedule submitted to Capital Pride prior to the festival, Capital Pride will direct the Applicant to correct the incident. Failure to correct will result in immediate shut-down of the booth and forfeiture of any and all registration monies to Capital Pride.
- f) All boxes, crates, packing material, and debris of whatsoever nature used in connection with the space occupied by the Applicant must be removed from the grounds by the Applicant, at Applicant's expense, no later than two (2) hours after the end of the Event. It is understood that in the event of Applicant's failure to vacate said premises as provided herein, unless an extension of time is granted in writing by CPA, CPA may and is hereby made the agent of Applicant to remove and store the concessions contents and any other material of any nature whatsoever, at the Applicant's risk and expense, and Applicant shall reimburse CPA for any and all expenses thus incurred.
- g) There is no free electricity on site. Applicant agrees that only appliances listed on the application may be placed in a booth. No homemade appliances are permitted. Appliances must bear Underwriter's Laboratory seal of approval. Extension cords longer than 10 feet, and zipper cords are NOT permitted. Applicant relieves and releases CPA's employees, agents, representatives, and successors and assigns from any responsibility for loss or damage to food products or loss of food sales or other revenue that results from any failure or interruption of electrical service to Applicant's exhibition area.
- h) Within a maximum of two hours of the closure of the Festival Exhibiting hours, the Applicant shall have removed all property, goods, and materials brought into the Festival area, and shall leave the space both broom clean and free from all rubbish. All rubbish must be properly disposed of according to Festival Site guidelines. All trash must be removed from the property and dumping of any liquids on site is prohibited.
- i) Applicant shall "load-in" all property, goods and materials during the designated set-up period only.
- j) Applicant shall be prohibited from removing property, goods, and services during the operating hours of the Festival, without the written consent of the CPA.
- k) Applicant shall install 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 incurred by the CPA, or resulting government fines, shall be paid by Exhibitor or reimbursed to the CPA.
- l) Applicant must make provisions for the safeguarding of goods, materials, equipment, and displays at all times. The CPA does not guarantee or protect exhibitors against loss or damage of any kind. The CPA shall in no way be liable for Exhibitor failure to make provisions for the safeguarding of such items, and Exhibitor agrees to indemnify and hold harmless the CPA for any such failure to make such provisions.

11) Washington, DC Municipal Requirements

- a) In accordance with DC law, Styrofoam products and plastic straws are prohibited at the Festival. Utensils, napkins, condiment packets, and straws/stirrers shall only be provided upon the customer's request. Applicants are required to charge a \$0.05 fee for single-use carryout bags. Applicants who do not comply with these

regulations are subject to a fine and penalty by the District of Columbia.



- b) The Applicant shall provide CPA with their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) during the registration process to ensure CPA's compliance with its statutory duties as an event promoter under DC tax law. Failure to provide this required information shall render the application incomplete and result in immediate cancellation and forfeiture of any fees paid. CPA shall use this information solely for tax compliance purposes and shall maintain it in accordance with applicable privacy and data-security requirements.
- c) The District of Columbia will be enforcing collection of D.C. Sales Tax on all items and goods sold by Exhibitors, including, but not limited to, sales by Non-Profit Exhibitors. All Exhibitors, whether or not conducting sales or accepting contributions, will be required to complete and sign an official sales report and will be required to pay directly to the District of Columbia the total amount of applicable sales tax due. The total amount of any contributions not related to the sale of goods, products, services, or any other such sale items, and not subject to D.C. Sales Tax, must also be included on the official sales report. DC Tax forms will be sent via email with a direct link to DC Tax & Revenue – it is your responsibility to complete and submit these tax forms post event.

12) Insurance Requirement

- a) The Applicant will maintain throughout the conclusion of the Festival appropriate insurance policies and coverage limits for all vehicles, property, and individuals participating in the Festival on behalf of the Participant, and that CPA is, or will be, named as an additional insured under such policies for the period of the Festival in the amount of \$1,000,000. Applicant will provide CPA with a copy of those policies upon CPA's request. CPA is not liable for Applicant's failure to obtain proper insurance, and Applicant agrees to indemnify and hold harmless CPA for any failure to obtain insurance. Additional insured information should be listed as:

*Capital Pride Alliance, Inc.
1827 Wiltberger Street NW Suite 100
Washington, D.C. 20001*

Memo: Capital Pride Festival, June 13, 2027

13) Liability Release

Applicant is liable for any damage caused by their participants, employees, or agents. The Applicant shall indemnify, defend, and hold harmless the District of Columbia and the Capital Pride Alliance and its employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost, or expense arising from the Applicant's participation in any Capital Pride Alliance event. The Applicant's indemnification, defense, and hold harmless obligations under this Agreement, and all other contractual covenants, shall survive the termination or expiration of this Agreement and the conclusion of the Festival.

14) Governing Law

These terms and conditions shall be governed by the laws of the District of Columbia. All disputes, claims, or controversies arising out of or relating to these terms and conditions shall be brought exclusively in the Superior Court of the District of Columbia.

15) Severability

If any provision of these terms and conditions is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and the remainder shall continue in full force and effect.

BY PURCHASING A FESTIVAL EXHIBITOR PACKAGE, I HEREBY AFFIRM THAT I UNDERSTAND, ACCEPT, AND WILL ABIDE BY ALL TERMS AND CONDITIONS OF THIS CONTRACT. I UNDERSTAND THIS IS AN ELECTRONIC TRANSACTION, AND THAT BY APPLYING FOR AND PURCHASING THIS PACKAGE, I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.

