

NEWPORT ST. PATRICK'S DAY 2010 PARADE PARTICIPATION CONTRACT

THIS PARADE PARTICIPATION CONTRACT (the "Contract") is hereby entered into by and between **The Newport Saint Patrick's Day Parade Committee, Inc.**, a Rhode Island non-profit corporation with its principal office located at 34 Norman Street, Newport, Rhode Island 02840 (the "Committee"), and:

_____ whose address is
_____ (the "Parade Group").

In consideration for the Committee retaining the services of the Parade Group as an independent contractor to participate in the 2010 Newport Saint Patrick's Day Parade and the payment by the Committee of \$ _____ to the Parade Group and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Parade Group and the Committee hereby agree as follows:

1. **Definitions:**
 - a) **Parade Group** - shall mean and include the organization submitting this application and all its members, parade participants, volunteers and guests.
 - b) **Parade Official** - shall mean any person authorized by the Newport St. Patrick's Day Parade Committee, Inc. to assist in the supervision and operation of the Parade.
 - c) **Committee** - shall mean the Newport Saint Patrick's Day Parade Committee, Inc.
2. **Authority of Parade Officials:** Parade Officials shall have the authority to supervise and direct the activities of all Parade Groups. All Parade Groups must follow all directions and instructions given by Parade Officials. The Parade Group acknowledges receipt of a copy of the Parade Rules contained in the parade application and agrees to abide by all rules therein. Decisions on the application and interpretation of Parade Rules are in the exclusive purview of Parade Officials.
3. **Certification of Authority by The Parade Group:** The Parade Group certifies that it has obtained authority from each of its members, parade participants, volunteers and guests to enter into the terms of this contract on their behalf and to bind each and all of them hereunder and the Parade Group further agrees to inform and require adherence by each of them to the terms of this contract and the parade rules contained in the parade application.
4. **Parade Group Advertising:** The Parade Group agrees to provide a \$230 fee prior to the Parade for each commercial advertisement it displays in any way at any time during the parade. This fee applies separately for each commercial advertisement including any business logo or name displayed. Questions concerning advertisements should be directed to Parade Officials prior to the parade. Parade Officials reserve the right to reject and prohibit any advertisement, sign, banner or display of any kind from the parade.
5. **Exclusivity:** The local businesses that support the parade make it possible to hire groups that perform or appear in the parade. Therefore, the Parade Group, as further consideration, grants the Committee the exclusive rights to its performances and appearances as follows:

The Parade Group agrees not to perform in any manner and/or appear in uniform within a two mile radius of the Parade Route for a period of twelve hours before the start and twelve hours after the conclusion of the parade, at any commercial venue which doesn't have a Newport Saint Patrick's Day Parade support poster displayed in the business. Groups found to be performing or appearing at such places not displaying a parade support poster shall forfeit from their contracted compensation, the cost of a parade support poster 1/2 page ad, for each venue at which they perform or appear in uniform. A copy of our support poster can be viewed on our website.
6. **Placement of Position in Parade:** The Parade Group shall be assigned a position in the parade by Parade Officials. Parade Groups must march in their assigned parade position. Late arrivals will be placed in the last division of the parade.
7. **Parade Pace:** Parade Groups are not allowed to stop and perform anywhere along the parade route (unless it is an official parade rest stop) if such stop or performance in any way disrupts the flow of the parade. All Groups must insure they are keeping pace with the Parade Group ahead of them and there are not unreasonable gaps which interrupt the flow of the parade.
8. **Supervision of Children:** Children under the age of 18 must be accompanied and directly supervised by a responsible adult at all times.

Initialed by:	_____
Parade Group _____	Date _____
Committee _____	Date _____

9. **Intoxicants:** Drinking of alcohol or consuming illegal substances by parade participants is not permitted at any time during the parade or its formation.
10. **Throwing or Discharging Items:** No candy or other objects shall be thrown or discharged from a float/vehicle or by any participant in any way during the parade including water pistols, silly string, confetti, etc.
11. **Float/Vehicle Safety Requirements:** All floats with passengers must have sturdy attached horizontal safety railings at a minimum of 18 inch from the base or floor of the float and railings at intervals of at least 18 inch to a height of 4½ feet or a wall that is a minimum of four feet high, for the safety of passengers. A licensed, qualified driver must operate vehicles towing floats. Drivers must be a minimum of twenty one years old and be in control of the vehicle at all times. No vehicle used in the parade may be left unattended at any time. All vehicles and floats must meet minimum safety and insurance regulations set by Rhode Island State Law. Parade Groups on floats agree not to hang off the float or dangle their feet off the float. All of a participant's body must be on solid footing and behind either a rail or wall. Floats must move less than five miles per hour when in the parade or lineup area. Riders may not join the float or any vehicles after the parade has commenced. Handing out items from floats/vehicles is strictly prohibited.
12. **Parade Group Clean-up:** Each Parade Group shall clean up any materials or debris left in the staging area or along the parade route by your Parade Group. This applies particularly (but not exclusively) to Groups with animals.
13. **Firearms, Fireworks, Pyrotechnics:** Discharging of firearms or any other exploding ordinances, fireworks or the use of pyrotechnics is strictly prohibited.
14. **Noise Restrictions:** Wailing of sirens, sounding horns, or emitting any other loud noises other than by the normal use of musical instruments is strictly prohibited. No noise over 75dBA is allowed.
15. **Parade Group Insurance:** Each Parade Group is required to have general liability insurance covering property damage of a minimum of \$100,000.00 and as to personal injury in an aggregate amount of at least \$500,000.00 per incident and \$100,000.00 per person injured and each Parade Group using a vehicle in the parade shall ensure that all such vehicles are insured as required by Rhode Island law.
16. **Compliance with Law:** Parade Groups agree to obey all Rhode Island State Laws and the City of Newport Municipal Code and Ordinances at all times relevant to this contract.
17. **Parade Group Designated Official:** Parade applicants shall clearly identify a person or persons in charge of their Parade Group as their Designated Official who may be contacted by Marshals or other Parade officials regarding parade rules, procedures and any violations thereof.
18. **Solicitation of Donations:** Parade Groups are prohibited from soliciting donations in or around the parade area before or during the parade, or at any official post parade events.
19. **Cancellation Notice:** Groups who have committed to march in the parade but cannot honor their obligations because of unforeseen circumstances or weather conditions shall make every effort to call the parade contact number and make the committee aware at least four hours prior to the parade. No compensation shall be paid to Parade Groups who fail to march in the parade for any reason. Failure to give notice of cancellation shall be cause for exclusion from future parades.
20. **Parade Group Performances:** All musical/entertainment groups are expected to entertain by performing along the entire route of the parade, except for minimal breaks along the way as designated by Parade Officials. Groups are expected to have a full contingent and to all be dressed in uniform where applicable. All musicians participating in the parade are expected to perform throughout the parade.
21. **Performance During Extreme Weather:** In the event of extreme weather conditions as determined by Parade Officials, bands may ride the parade route in their buses performing on the buses with the windows open. However, they must get out of the buses whenever there are breaks in the weather as determined by Parade Officials. Bands not performing will not be compensated. Bands partially performing will be partially compensated as determined by the Committee.
22. **Support Vehicles:** Support vehicles are not allowed to follow any group unless prior written consent is given by the Parade Officials.
23. **Animals:** Animals are prohibited from the parade unless written consent is given by Parade Officials. Animals allowed in the parade must be kept in control and under the direct supervision of the Parade Group at all times.
24. **Independent Contractor Status:** Parade Groups participating in the parade, do so as independent contractors and under no circumstances as employees.
25. **Denial of Parade Participation:** The Newport St. Patrick's Day Parade Committee, Inc. reserves the right to deny participation in the parade to any group.

Initialed by:	
Parade Group _____	Date _____
Committee _____	Date _____

26. **Breach of Contract:** Upon the breach of any of the terms of this contract by the Parade Group, the Parade Group may be immediately expelled from the parade, disqualified from all or partial compensation and denied entry in future parades, all at the discretion of Parade Officials and the Parade Committee shall also retain any and all other remedies available to it at law or equity.

27. **Severability:** If any provision of this Contract is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

28. **Authorization for Use of Photographs, Names and Logos:** The Parade Group certifies that it has obtained authority from each of its members, parade participants, volunteers and guests and through and by that authority hereby authorizes and grants permission to the Newport St. Patrick's Day Parade Committee, Inc. to use the names, logos, photographs, films and tapes of the Parade Group and any of its members, parade participants, volunteers and guests for publicity, advertising and commercial promotion, before, during and after the event, and gives permission to publish or sell or otherwise use or dispose of said photographs, films or tapes without any further compensation to the Parade Group.

29. **Liability Release:** The Parade Group and each of its members, parade participants, volunteers and guests, hereby release and discharge the Newport St. Patrick's Day Parade Committee, Inc., its members, officers, directors, employees, agents, the City of Newport and anyone else vested with management, presentation or operation of the Newport St. Patrick's Day Parade from any and all known or unknown damages, injuries, losses, judgments and/or claims from any cause whatsoever that may be suffered by any such member, participant, volunteer or guest to his/her/its person or property as a result of participation in the Newport Saint Patrick's Day Parade.

30. **Waiver of Actions at Law or Equity:** The Parade Group and each of its members, parade participants, volunteers and guests, hereby covenants not to sue and furthermore waives any and all actions at law or in equity that may accrue against the Committee or any of its members, officers, directors, employees, agents, the City of Newport and anyone else vested with management, presentation or operation of the Newport St. Patrick's Day Parade pertaining to the Parade Group's participation in the Newport Saint Patrick's Day Parade.

31. **Indemnification:** The Parade Group and/or each member, participant, volunteer or guest of the Parade Group hereby expressly agrees to indemnify and hold harmless the Newport St. Patrick's Day Parade Committee, Inc., its officers, directors, employees, or agents, the City of Newport and anyone else vested with management, presentation or operation of the Newport St. Patrick's Day Parade, for any and all liability howsoever incurred or suffered by the Newport St. Patrick's Day Parade Committee, Inc. any of its members, officers, directors, employees, agents, the City of Newport and anyone else vested with management, presentation or operation of the Newport St. Patrick's Day Parade, including reasonable attorney fees and costs, occasioned or resulting from the actions, omissions or conduct of the Parade Group.

32. **Acknowledgement and Assumption of the Risks:** All parties agree that marching and/or performing in a parade requires physical and medical fitness for those activities undertaken and that risks of participating in parades include but are not limited to heart attacks, exhaustion, hypothermia, injuries from animals such as horses, mules, dogs etc., slip and falls, injuries from collisions with vehicles, other participants, curbs, poles, injuries from loud sounds from spectators, bands, musicians, vehicles and fire apparatus, etc. The Parade Group acknowledges that it will be voluntarily participating in such activities and that each participant possesses the necessary fitness; and that these activities involve an inherent risk of injury which might result not only from their own fitness, actions, inactions, or negligence but the actions, inactions, or negligence of others, the conditions of the parade route, the weather, vehicles, animals and equipment used. This includes any risks not reasonably foreseeable to the Committee or the Parade Group. The Parade Group and each of its members, parade participants, volunteers and guests knowingly and freely assumes all such risks both known and unknown, even if arising from the negligence of the Committee or others.

33. **Choice of Law and Venue:** This Agreement shall be construed in accordance with and governed by the law of the State of Rhode Island including the application of any applicable statutes of limitations. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of, this Contract shall be brought by such party exclusively in the courts of the State of Rhode Island located in Newport County, Rhode Island, or in the courts of the United States for the District of Rhode Island. Each party, by his, hers or its execution of this Contract, irrevocably submits to the exclusive jurisdiction and venue of said courts. A judgment from any such court may be enforced by any court of competent jurisdiction in the United States of America.

34. **Entire Agreement:** This Contract contains the entire agreement and understanding between the Committee and the Parade Group with respect to the covenants contained herein. It shall not be changed orally but may be amended or modified only by written instrument executed by the parties hereto.

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Parade Group _____	Date _____
Committee _____	Date _____

35. **Waiver of Contract Terms:** No waiver by either party hereto of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

36. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, respective successors and assigns.

37. **Section Headings:** The section headings contained in this contract are for reference purposes only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract or caused this Contract to be signed by their duly authorized representatives and this contract shall have an effective date, as of the date upon which it is fully executed by both parties.

The Newport Saint Patrick’s Day Parade Committee, Inc
By:

Signature Date

Print Name Title

Parade Group _____
By:

Signature Date

Print Name Title

The Parade Group hereby identifies its “Designated Official” as:

Name of Designated Official

Cell Phone

Address

Town State Zip

Name of Additional Designated Official

Cell Phone

Address

Town State Zip