

Gaslamp Quarter Mardi Gras Parade 2010 **Application, Regulations and Contract**

You are cordially invited to be part of the fun and festivities of the
Mardi Gras in the Gaslamp Celebration and Parade on

Tuesday Feb 16, 2010

This event is anticipated to attract thousands of people and is a great way to promote your business or organization. If you would like to be part of the fun please complete and fax or mail this application to the McFarlane Promotions office. If you have questions or need additional information please contact: McFarlane Promotions office (619) 233-5008.

This year the Mardi Gras in the Gaslamp event is excited to announce that we will again be hosting two parades during the 2010 event. The first parade will roll at 7:30 pm open to all strolling entertainment and smaller motorized vehicles and the second parade will roll at 10:00 pm with all the large floats.

Floats and decorated motorized vehicles are both welcome. All Entries in the parade must be on moving vehicles (no walking units) in the 10:30 parade. Number of riders allowed will be based on entry float size and may be limited by the parade marshal for the safety of riders. All Safety Specifications and Regulations must be met. Application is not complete without payment.

Entry into the Mardi Gras Parade(s) is not guaranteed to any group, organization or business and is subject to final approval of Parade Management, Event Management and/or public safety officials. Any entry vehicle, drivers, passengers and/or participant can be removed at anytime, with or without cause, by the Parade Management, Event Management and/or public safety officials.

Spots are reserved on a first come-first served basis. The parade marshal determines the line-up of the parade. Due to safety and logistical considerations the order of entrants is non-negotiable.

Safety Specifications

1. There are **NO SIRENS** of any kind allowed during the parade.
2. Music is allowed but must be turned off immediately at parade marshal's signal.
3. There must be 1 float/krewe representative at float at all times.
4. **All vehicles are required to be inspected and approved by the San Diego City Fire Marshall on the day of the parade or they will not be allowed to participate!**

Fire regulations:

- One **2A10BC** fire extinguisher is required on each vehicle and float.
- Any vehicle or float with a gasoline-powered generator will be required to have two fire extinguishers. One located near the generator.
- No open flames are permitted.
- Fire resistant or flame retardant materials are required for decorations. Please keep packaging and have on hand for inspection.
- Floats need to be doused with flame retardant spray **ON SITE**.
- Vehicles with manufactured float-staging need to have a clear field of vision, proper ventilation for the driver and two ways to exit the cab of the vehicle.
- Floats are required to have two emergency exits.

5. Vehicle requirements

Pick-up trucks or flatbed trucks with built-in safety railings are the recommended vehicles to carry entries. Please provide handrails and other sturdy supports for your float riders to hold onto during stops and starts. You should plan to disguise the entire vehicle.

- 4'- 0" Safety railings are **required** on all exposed sides of the entry.
- There is a minimum of 1' - 0" of clearance needed from the ground up to any decorations or additions to your vehicle or float.
- Maximum width of any type of vehicle or float is 8'- 0" including any props or items that hang off the sides.
- Maximum height of any vehicle or float is 13'-0" from the ground.
- Maximum length of any type of vehicle or float is 24'- 0" inclusive of any props.
- Any exhaust pipe must be completely clear of decoration and extend 18" beyond the float apron.
- Steps to vehicle or float must be removed or made inaccessible during the parade.

6. Float speed and Bead throwing.

- Only throw beads when the vehicles are moving. **ABSOLUTELY NO ACCEPTIONS!**
- Do not hand anyone beads from your float you must throw them toward the back of the sidewalk.
- Save enough beads for the entire parade route (7 Blocks).
- **DO NOT THROW, DROP OR HAND ANYTHING ELSE OFF OF THE FLOAT.** No matches, doubloons, or candy etc.
- Do not stop forward progress at any time. The more consistent the parade moves, the easier it is to control the crowd. Drivers must keep moving at an even pace, no speeding to catch up with the other floats, or stopping to do maneuvers.
- Do not attempt to make your own parade route or take another lap.

Regulations

Animals: No animals will be allowed in the Parade without special permission of the Parade Coordinator.

Banners: Banners will be allowed, but are not required, preceding your unit. All signs on the floats must comply with safety requirements. Lettering should be large enough to be seen from both sides and well lit. All banners and signage are to be provided by the applicant.

Drivers: Drivers must have a valid driver's license and provide the license number on this contract. The drive must be free of any type of mind-altering substances on Parade Day. Drivers are responsible for the behavior, actions and safety of all passengers of their vehicle with no exceptions. All drivers and Krewe captains must attend a **MANDATORY** pre-parade meeting to discuss any questions or concerns and to receive pertinent information from the Parade Coordinator. Attendance is required of all unit drivers and Krewe captains. **The meetings will be Friday, Feb 15th at Dick's Last Resort at NOON or 6:30 PM**

Entries: No one can ride on the roof of any motorized vehicle or in any way determined by the Parade Coordinator to be a safety hazard. McFarlane Promotions and the GQA reserves the right to remove persons from any float or vehicular unit that it determines may cause injury to themselves, fellow participants or spectators under the following conditions;

- Overcrowding of vehicle in a manner that safe operation of the vehicle is compromised,
- Behavior that is illegal, disruptive, irresponsible and/or dangerous,
- Intoxication,
- Possession of weapons or any device or material that could be considered a weapon.

Any unit that becomes disabled and delays the parade will be removed from the parade route by McFarlane Promotions and the GQA without question. Towing expense for any unit that breaks down will be at the applicant's expense.

Nudity/Other Violations if the Law: All units are required to adhere to the laws of the State of California. The City of San Diego Police Department will enforce the motorcycle helmet law. It is against the law to appear nude or in a manner determined to be lewd, lascivious and/or obscene. Do not encourage any nudity display. You will be responsible for any fines, fees, arrests, injury or imprisonment that may occur if you break the law.

Conditions, Safety Specifications and regulations are a combination of state law and rules of the Gaslamp Quarter Association Mardi Gras Parade committee. Any violation of this agreement is terms for cancellation of contract without refund.

Alcohol: No alcohol is permitted within the staging area or on/with/within the parade entries.

Participation Fee Schedule

The participation fee has been waived to be involved in the 2010 Mardi Gras parade – the waiver of the fee includes your agreement that the selling of seats to participants is strictly prohibited without expressed written permission from the Event Management. Further, we require that you actively participate in the event by having a fun, decorated float or vehicle and a supply of beads for event spectators.

The McFarlane Promotions must receive applications no later than
January 15, 2010.

Application & Contract Form

Attach sketch of unit w/ approximate sizes

Number of Unit(s): _____

Fee \$ (see fee schedule): **WAIVED** _____

Name of Driver(s): include drivers license number and the state of issuance

Description of the unit/theme:

Vehicle Size and Description: (Flat bed, Double Decker, etc)

Contact Name:

Company/Business/Sponsor:

Address:

Phone and Cell Phone Numbers (required):

Fax Number:

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McFarlane Promotions, the GQA and/or its official representatives will be the final judge of all parade entries. Each unit will be reviewed and selected for participation.

McFarlane Promotions and the GQA therefore reserves the right to limit, restrict, and/or refuse entry into the parade for any reason.

Please submit your application early - space is limited.

Each unit and each participant in each unit is responsible for any and all acts and omissions on their part, or on the part of their agents, members and/or employees that may result in injury and damage to themselves or a third party. Each unit and each participant in each unit shall indemnify and hold harmless McFarlane Promotions, the GQA, the City of San Diego and their affiliates, officers, directors, employees and agents, from and against all claims, demands, liabilities, damages and expenses, including attorney's fees and costs arising out of any such act or omission of such unit or unit participant.

Each unit will have to additionally insure in the amount of \$1,000,000 the following organizations: 1. Gaslamp Quarter Association; 2. McFarlane Promotions; 3. The City of San Diego and its respective elected officials, officers, employees, agents and representatives. Each organization must be listed on separate certificates. *You must also include the endorsement policy and it must list the above organizations on it or reference the policy number on it.*

I have read this entire application and shall comply with all specifications, regulations, terms and conditions.

Signature _____

Date _____

The signature in this application serves as a waiver of liability and indemnification agreement between all units' participants, McFarlane Promotions and the GQA.

**Please mail your completed application and participation fee
no later than Jan 15, 2010.**

If you have questions please call:

**Ciara Gelhaus
McFarlane Promotions
656 5th Avenue, Ste. B San Diego, CA 92101
(619) 233-5008 fax (619) 233-0898**

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Indemnification and Insurance Agreement

This Indemnification Agreement is by and between the McFarlane Promotions, Inc. (“Independent Contractor”), and _____ (“Subcontractor”) for the benefit of the Independent Contractor, and Gaslamp Quarter Association (“Contracting Party”) covering the period February 16 through February 17, 2010 with respect to the following:

To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless Independent Contractor, Contracting Party and the City of San Diego and each of their subsidiaries, divisions, affiliated companies, owners, officers, shareholders, employees and agents from any and all liability, demands, claims, damages, actions, suits, losses, judgments, actual and/or threatened, arising out of (1) the services and/or materials provided by Subcontractor and its subsidiaries, subcontractors, vendors, affiliates or any other person/entity for whom Subcontractor hires to provide services and/or products/materials, or (2) otherwise arising from or relating to the Mardi Gras in the Gaslamp Event scheduled for February 16, 2009 to the extent of the intentional acts or negligence of Subcontractor and its subsidiaries, subcontractors, vendors, affiliates or any other person/entity for whom Subcontractor hires to provide services and/or products/materials. Each party or other entity hired by Subcontractor must furnish an indemnification running in favor of Independent Contractor, Contracting Party and the City of San Diego and evidence of insurance naming Independent Contractor, Contracting Party and City of San Diego as additional insureds. Subcontractor will ensure that they secure insurance coverage with at least one million dollars (\$1,000,000) coverage.

Subcontractor shall provide Independent Contractor and Contracting Party with evidence of automobile liability insurance in an amount of no less than one million dollars (\$1,000,000) and, commercial general liability insurance in an amount of no less than one million dollars (\$1,000,000). Both policies shall name Independent Contractor, Contracting Party and the City of San Diego as additional insureds and Subcontractor will deliver policy endorsements by February 1, 2009 evidencing that the coverage is in place. It is understood and agreed that the insurance coverage secured by Subcontractor shall be primary and that any other insurance protection held by Independent Contractor and/or Contracting Party shall be secondary. In addition, to the extent required by law, Subcontractor will obtain and give Independent Contractor and Contracting Party evidence of Workers Compensation and Employers Liability insurance coverage.

Subcontractor

Independent Contractor

By: _____

By: _____
Laurel McFarlane, President
McFarlane Promotions, Inc.