

The Royal Agricultural Winter Fair

Commercial Exhibit Space Renewal Terms & Conditions*

1. DEFINITIONS.

The italicized terms used in this *Licence Agreement* and Schedules A and B hereto are defined in the "Glossary of Terms" attached as Schedule C hereto.

2. GRANT OF LICENCE

RAWF hereby grants to *Exhibitor* the right and licence to occupy the *Exhibit Space* from *Move-In Time* through the *Final Pick-Up Time*, and, subject to the terms and conditions of this *Licence Agreement*, to display and/or offer for sale its goods and/or services to the public. This licence is revocable by *RAWF* as provided for at section 12, below. All obligations of *RAWF* hereunder shall cease upon expiration of the licence hereby granted. *RAWF* shall not be obligated to *Exhibitor* with respect to any future application for a licence for a subsequent fair or for any other event.

3. LICENCE FEE PAYMENT TERMS.

Licence Fee means the total sum including Harmonized Sales Tax and any other applicable taxes, all of which is payable in Canadian funds by *Exhibitor* for the licence hereby granted for use of the *Exhibit Space*. Please make all payments to "The Royal Agricultural Winter Fair" or "The R.A.W.F."

Exhibitor agrees to pay the *Licence Fee* as follows:

- A) A non-refundable deposit (Dates to Be Determined)
- B) The balance of the Licence Fee must be paid in full to RAWF no later than June 30th
Contracts issued after June 30th are NET 30 days.

D) If the exhibitor cancels its participation after June 30th no refund of the licence agreement will be made.

E) Failure to meet these payment deadlines will result in forfeiture of this agreement.

4. APPROVED ACTIVITIES.

Exhibitor agrees to set up the *Approved Exhibit* in the *Exhibit Space*, to limit the activities carried out by it during *The Royal* to the *Approved Exhibit*, and to carry out such activities only within the *Exhibit Space*.

5. ADDITIONAL TERMS & CONDITIONS.

The parties agree that this *Licence Agreement* includes:

- a) Schedule A – *Approved Exhibit, as from original long form commercial agreement.*
- b) Schedule B – *Commercial Exhibits Additional Terms & Conditions*
- c) All on-line manuals associated with and referred to in this *Licence Agreement*, including but not limited to the *Rules, Requirements and Regulations on-line* and the full online *Commercial Exhibitor Kit, Inclusive*. *RAWF* in its sole and absolute discretion may make any amendments to said on-line manuals and such amendments shall be communicated to *Exhibitor* in writing. *Exhibitor* covenants to adhere to the terms and conditions as stipulated in Schedule "A", "B", and said on-line manuals referred to in clause 5(c).

6. RESPONSIBILITIES OF EXHIBITOR.

Exhibitor agrees:

- a. To comply, at its own expense, with all contractual, statutory, regulatory and other requirements applicable to *Exhibitor* in carrying on the *Approved Exhibit* and otherwise fulfilling its obligations under this *Licence Agreement*, and to report immediately to *RAWF* any breach of any such requirement.
- b. To staff and operate the *Approved Exhibit* during all operating hours of *The Royal* (which operating hours will be stipulated by *RAWF* in the Commercial Exhibitor Manual).
- c. Not to commence dismantling of, or remove any part of, the *Approved Exhibit* before the *move-out time* which will be stipulated by *RAWF* in the General Information Section on the Commercial Exhibitor on-line Manual, unless prior written permission from *RAWF*'s Commercial Exhibits Manager is obtained.
- d. To dismantle the *Approved Exhibit* and remove all of its property from *RAWF* and *Exhibition Place* premises by the *Final Pick-Up date*.
- e. Not to use the name, logo, or trade-mark or trade-style of *The Royal* without prior written consent of *RAWF*, which consent may be unreasonably withheld.
- f. To purchase all supplies (including food supplies) required by *Exhibitor* and available from suppliers designated by *RAWF* to be "Exclusive Official Suppliers" from such Exclusive Official Suppliers.
- g. The "Exclusive Official Suppliers" shall have priority over all other *Exhibitors*, regardless of any prior agreement between *RAWF* and *Exhibitor*.

RAWF reserves the right to take such steps and adopt such measures as *RAWF*, in its sole and absolute discretion, deems necessary to ensure that this *Licence Agreement* gives priority to the interest of "Exclusive Official Suppliers". The sole and absolute discretion of *RAWF* includes, but is not limited to, relocation of *Exhibit Space*, adjustment to size of *Exhibit Space* and/or withdrawal of the *Grant of Licence* to *Exhibitor*, at any time.

7. Maintenance of Character and Orderliness by RAWF.

Exhibitor acknowledges that *RAWF* reserves the right to take such steps and adopt such measures as *RAWF*, in its sole and absolute discretion, deems necessary or advisable in order to maintain the good and essential character and the orderliness of *The Royal*, including but not limited to:

- a. Relocation of *Exhibitor* to another *Exhibit Space*;
- b. Removal of part or all of *Approved Exhibit* that *RAWF*, in its sole discretion, deems objectionable;
- c. Denial of access to *The Royal* to any person whom *RAWF*, in its sole discretion, deems objectionable, in accordance with all applicable laws of Ontario.
- d. Withdrawal of licence to use any part of the *Exhibit Space* that, at any time during the operating hours of *The Royal*, is not fully utilized and appears vacant in the opinion of *RAWF*.

All of the above is in the sole and absolute discretion of *RAWF* and is without refund or rebate to *Exhibitor* of any part of the *Licence Fee* whether or not the subject space is re-licensed.

8. Direct Sales Code Of Conduct:

Marketing groups, direct sales groups and demonstration product sales must not infringe verbally or in person on common aisle space, may not use tactics (verbal or otherwise) to lure members of the visiting public from aisles or neighbouring booths into contracted booth space. Where demonstration and/or topical application of products are applied to consumers it must be done with full consent. Valid certificates of approval for sale in Canada must be supplied. Regardless of any posted signage or store policy, ALL products deemed faulty, or not functioning in the manner to which products are demonstrated at point of sale, or by way of duration or lifetime guarantee must be fully refundable to consumers when reasonable request and documentation of faulty products have been provided, along with proof of purchase. Aggressive sales tactics are strictly prohibited.

9. Release from Liability.

In this section, all references to *RAWF* in connection with release of liability shall be deemed to include reference to the directors, officers, employees and agents of *RAWF*.

Exhibitor agrees that all persons and property within its *Exhibit Space* are at the sole risk of *Exhibitor*, and hereby releases *RAWF* from any and all liability from any loss or damage to any such persons or property howsoever caused. *Exhibitor* acknowledges that *RAWF* does not assume any liability with respect to the actions, omissions or claims of any other *Exhibitor* or of any patron of *The Royal*, and hereby releases *RAWF* from any claim in any such instance. *Exhibitor* further hereby releases *RAWF* from any loss or damage to persons or property caused or contributed to by any electrical, mechanical or structural defect in the buildings or premises or *RAWF* or *Exhibition Place*, including, without limitation, damage or loss due to ice, snow, rain, water, heat or cold.

Exhibitor further and irrevocably agrees that this section will survive the expiration or other termination of the licence granted by this *Licence Agreement*, and remains binding.

10. Indemnity.

In this section, all references to *RAWF* in connection with release of liability shall be deemed to include reference to the directors, officers, employees and agents of *RAWF*.

The indemnities and covenants granted by *Exhibitor* in this section are granted by the *Exhibitor* on its own behalf and on behalf of its heirs, executors, trustees, administrators, legal personal representatives, successors and assigns.

Exhibitor irrevocably agrees to indemnify *RAWF* and to save it harmless from and against any and all action, damages, claims, and demands which may be brought against *RAWF* by any third party due to the injury or death of any person and/or the loss of or damage to any property which injury, death, loss and/or damage arises out of *Exhibitor*'s use of the *Exhibit Space* or any activity, action, neglect of the *Exhibitor*, its employees, servants or agents, whether within the *Exhibit Space* or elsewhere on *The Royal* or *Exhibition Place* premises.

Exhibitor further and irrevocably agrees not to make any claim or take part in any proceedings against any individual, partnership, association, trust, unincorporated organization or corporation with respect to any matter which may have arisen from or by virtue of *Exhibitor*'s participation in *The Royal* and in which any claim could arise against *RAWF* or any of its employees, officers or directors for contribution or other relief.

Exhibitor further and irrevocably agrees that this section will survive the expiration or other termination of the licence granted by this *Licence Agreement*, and remains binding.

11. Required Insurance.

Exhibitor agrees to obtain and maintain, for the period from 24 hours prior to the *Move-In Time* through the *Final Pick-up Date*, insurance coverage as stipulated in Schedule B, hereto. The *Exhibitor* will provide *RAWF* with a copy of the insurance certificate at least 30 days prior to the commencement of *The Royal*.

12. Termination of Licence.

The licence hereby granted may be terminated by *RAWF* at any time upon breach by *Exhibitor* of any of its obligations hereunder. Upon such termination, all rights of *Exhibitor* under this *Licence Agreement* shall terminate, and any payments made by *Exhibitor* under this *Licence Agreement* will be forfeit by the *Exhibitor* to *RAWF* as liquidated damages for breach of the *Licence Agreement* by *Exhibitor*.

In the event that termination occurs during the *Royal*, the *Exhibitor* shall remove the *Approved Exhibit* in its entirety at the sole expense of the *Exhibitor* immediately.

13. Cancellation of the Royal.

RAWF reserves the right, exercisable in its sole discretion, to change the dates for, or to cancel, *The Royal*. In the event of such change or cancellation, *Exhibitor* shall be entitled to the option of retaining its *Approved Licence* with full-payment of the *Licence Fee* or termination of the *Approved Licence* and a refund of the *Licence Fee*, subject to pro-rata reduction of the *Licence Fee* for any time between the official opening of *The Royal* and its cancellation. The parties agree the *RAWF*'s responsibility to *Exhibitor* in any such event shall be limited to such pro-rata refund, and *Exhibitor* hereby irrevocably releases *RAWF* from any further claim for loss or damage due to such change or cancellation.

Exhibitor further and irrevocably agrees that this section will survive the expiration or other termination of the licence granted by this *Licence Agreement*, and remains binding.

14. Security Interest.

Exhibitor hereby grants to *RAWF*, as security for any indebtedness of *Exhibitor* to *RAWF* that may arise under this *Licence Agreement*, a fixed floating charge on any and all property of *Exhibitor* on *RAWF* or *Exhibition Place* premises. In the event of default by *Exhibitor* in any payment due and owing to *RAWF*, *RAWF* may, after demand, realize the security interest hereby granted and may seize and sell any property subject to such security interest, either at public auction or by private sale, and apply the proceeds there from against any indebtedness of *Exhibitor* to *RAWF* and any costs incurred through the exercise of the security interest hereby granted. Any such seizure and sale shall be without prejudice to any other right of *RAWF* arising under or in connection with this *Licence Agreement*, and *Exhibitor* shall remain liable to *RAWF* for any deficiency or loss suffered by *RAWF* under or in connection with this *Licence Agreement* or the realization by *RAWF* of its security interest granted by this section.

15. No Assignment.

Exhibitor may not assign the licence hereby granted, nor sublet or licence the whole or any part of the *Exhibit Space* without the prior written consent of the *RAWF*, which consent may not be unreasonably withheld. It is agreed between the parties that for the purposes of this section, any change in legal control of *Exhibitor* shall be deemed to be an assignment of the licence hereby granted, and *RAWF* shall thereupon have the right to terminate the licence in accordance with section 12, hereof.

16. Entire Agreement.

The terms contained in, and expressly incorporated into, this *Licence Agreement* record the entire agreement between the parties in connection with its subject matter.

17. No Agency.

Nothing in this *Licence Agreement* shall be construed as constituting *Exhibitor* and *RAWF* partners, joint venture or agents of one another.

18. Severability.

*Terms and Conditions are subject to change.

In the event that any provision of this *Licence Agreement* shall be found to be illegal or otherwise unenforceable, the parties agree that the *Licence Agreement* shall in all other respects remain in full force and effect save that it shall be read as if the unenforceable provision had been removed.

19. Deemed Waiver.

No waiver or permitted variation by either party of any of its rights hereunder shall be construed as permitting or agreeing to any other, future or past waiver or variation.

20. Applicable Law.

This *Licence Agreement* and any disputes that may arise in connection with it shall be interpreted and governed in accordance with the law of the Province of Ontario, and *Exhibitor* expressly attorns to the jurisdiction of the Ontario courts in connection with this *Licence Agreement*.

Schedule B

COMMERCIAL EXHIBITS ADDITIONAL TERMS & CONDITIONS

1. Definitions

The italicized terms used in these terms & conditions are defined in the "Glossary of defined Terms" attached as Schedule C to the *Licence Agreement*.

2. Interpretation in Accordance with Licence Agreement

These terms & conditions are intended to be interpreted in accordance with, and should be read together with and subject to, the *Licence Agreement*.

3. Promotion of Third Parties Prohibited

Except as expressly approved by *RAWF* and included in Schedule A to the applicable *Licence Agreement*, *Exhibitors* may not promote the goods, wares or services of any third parties. Without limiting the foregoing, *Exhibitors* may not:

- a. Hand out coupons, samples or other materials belonging to or promoting the wares, goods or services of third parties;
- b. Permit the participation of any third party in any part of an *Approved Exhibit*;
- c. Display at *The Royal* any business names or logos other than those of the *Exhibitor*.

4. Soliciting

Soliciting of business and distribution of samples, souvenirs, literature or other *Exhibitor* goods or information is permitted within the assigned *Exhibit Space*.

5. Advertising Materials

An *Exhibitor* may not use, advertise or display the name or logo of *The Royal*, including advertising the appearance of the *Exhibitor* at *The Royal*, in any form or on any articles or materials sold or distributed by *Exhibitor* without the express written permission of *RAWF*, which permission shall not be unreasonably withheld.

6. Contest and Promotions

No contest, draw or other promotion may be held at *The Royal* without the written approval of *RAWF*. Such approval may be granted subject to the following conditions:

- a. All ballot and entry forms and any changes thereto must be approved by *RAWF*;
- b. The terms and conditions for participating in any contest or promotion, including any awards of prizes, must be clear and unambiguous, and clearly stated on all ballot and entry forms;
- c. There can be no obligation on the part of the winner of any contest or promotion. Without limiting the foregoing, awards or prizes which are conditional upon the placing by the winner of an order, or which represent a credit to be applied by the winner as part payment for any order, are not permissible;
- d. The *Exhibitor* must ensure that all entry forms or ballots completed during *The Royal* are turned over to *RAWF* for destruction at the conclusion of the promotion;
- e. The *Exhibitor* may not retain or provide any other party with a list of contest or promotion participants for future promotion or contact. Despite the fulfillment of these conditions, the granting of approval under this provision is in the absolute discretion of *RAWF*, and approval may not be unreasonable withheld.

7. Audio-visual/Display, Presentation and Equipment

Audio-visual equipment, animated displays, visual aids, or other audio or visual presentations or devices (whether live or mechanical) are permitted only if part of the *Approved Exhibit*. Any such equipment, displays, aids, presentations or devices must be operated in manner, in such position and at such level of sound, brightness or audio or visual impact so as not to inconvenience or interfere with other *Exhibitors* or the public. Without limiting the foregoing, sound must be kept at a level at which it can be heard only in the immediate vicinity of the *Exhibit Space*, and may not be used to attract attention to the *Exhibit Space* or outside of it. *RAWF* reserves the right to remove any equipment or other device that it, in its sole discretion, deems to contravene this provision, following one warning to the offending *Exhibitors*.

8. No Gifts

Exhibitors shall not offer *RAWF* employees any complimentary gifts, gratuities or any item of value without charge.

9. Move-out

Exhibitors must remove all of their property from *The Royal* and *Exhibition Place* premises by the *Final Pickup Time*. In the event of failure to meet this deadline, *RAWF* shall be entitled to remove any remaining *Exhibitor* property to a place of secure storage, and the offending *Exhibitor* shall pay for all costs incurred by *RAWF* due to the *Exhibitor's* property not being removed on time. *RAWF* shall not be responsible to *Exhibitor* for any loss or damage in the event of default of this requirement.

10. Compliance with Applicable Labour Agreements

Exhibitors must abide by all labour relations agreements in force between *RAWF* and any union, contractor or the Building Construction Trades Council of Toronto and Vicinity (the "Building Council"). Any contractors used by an *Exhibitor* must be, and employ only, members in good standing of the Building Council.

11. Electrical Safety Code

Exhibitors must abide by the Ontario Electrical Safety Code, being Ontario Regulation 794/80, which requires that all electrical equipment and/or merchandise must be approved before it may be sold, used or disposed of in Ontario.

12. Insurance

Exhibitors must carry comprehensive general liability insurance covering all aspects of this *Licence Agreement* and associated participation in *The Royal*. Such coverage must have combined single limit for bodily injury and property damage of not less than two-million (\$2,000,000) dollars per occurrence and a deductible not exceeding one-thousand (\$1,000.00) dollars.

Exhibitor must:

- a. Designate *RAWF* as an additional named insured under such coverage and with severability of interest and cross-liability clauses;
- b. Provide *RAWF* with a certificate of insurance evidencing such coverage no later than upon payment of the final balance of the Licence Fee pursuant to the *Licence Agreement*;
- c. Not effect any subsequent change to such coverage without at least 10 business days' written notice to *RAWF*, and must then notify *RAWF* immediately upon any such changes taking effect, such notification to be by way of provision to *RAWF* of an updated certificate of insurance.
- d. *Exhibitors* will not be permitted to move-in or set-up unless they have complied in full with these requirements.**

13. Maintenance of Exhibit Space.

An *Exhibitor* must maintain its *Approved Exhibit* and its *Exhibit Space* in a presentable, neat, and orderly and hazard free condition at all times. No gasoline, explosives, propane or other dangerous substances or materials are permitted in the *Exhibit Space*. All boxes, containers and refuse must be removed from sight. Balloons or other inflatable devices that are used for promotional purposes are not permitted. Cost associated with removal of such items from the ceiling will be to the exhibitor's account.

14. Damage

Exhibitors are responsible to *RAWF* for the cost of any repairs to the *Exhibit Space* or any part of *The Royal* or *Exhibition Place* premises, which repairs are necessitated by any act or omission of the *Exhibitor*, its employees, contractors, patrons or guests. *Exhibitors* must, upon demand, immediately reimburse *RAWF* for any such costs. Such areas of concern are carpet tape that do not leave glue residue and tape on walls etc.

15. Pre-fair Inspection

The *Exhibitor* must inspect the *Exhibit Space* upon *Move-in Time* and must immediately notify *RAWF* of any damage existing in or around the *Exhibit Space* at the time of this inspection. *Exhibitor* will be responsible for any damage in or around the *Exhibit Space* identified by *RAWF* during its post-fair inspection and not identified by *Exhibitor* in accord with this section.

16. Post-fair Inspection

A representative of *RAWF* will inspect the *Exhibit Space* following removal of the *Exhibitor's* property, in the presence of the *Exhibitor* if so requested, and will if so requested; provide the *Exhibitor* with a sign-off of the condition of the *Exhibit Space*. Without such a sign-off, the *Exhibitor* remains responsible to *RAWF* for the cost of any repairs that *RAWF* deems are required to the *Exhibit Space* following departure of the *Exhibitor*, and must reimburse the *RAWF* for any such costs immediately upon demand.

17. Conditions arising during The Royal

Any defect, potential danger or other problem with the *Exhibit Space* arising during *The Royal* must be brought to the immediate attention of *RAWF*.

18. No alterations

Exhibitors are not permitted to paint, nail, drill, or attach any items by any means into floors, walls, ceilings or any part of *he Royal* or *Exhibition Place* premises.

19. Boundaries All parts of an exhibit must be contained completely within the *Exhibit Space* perimeter.

20. Name Displayed

The name of the *Exhibitor* as stated on this agreement must be clearly displayed at all times.

21. Signage

All signage must be of professional appearance. Handwritten signage is not permitted.

22. Pre-Fabrication

In order to ensure quick and clean set-up, all exhibit booths, displays, signage and decorations must be pre-fabricated, pre-fitted and ready prior to move-in for installation. Any requirements for cutting, painting, finishing or other such activities on site must be pre-approved by *RAWF*.

23. Safety Inspections

RAWF or any safety inspector designated by it or by any legislative authority shall at all times have the right to enter upon and inspect the *Exhibit Space* and any part of the *Approved Exhibit*. In the event of a problem, *Exhibitor* shall repair the problem immediately, and to the satisfaction of *RAWF*. Failure on the part of *Exhibitor* to meet any safety requirements shall be construed as a breach of this *Licence Agreement* and *RAWF* shall be entitled to revoke the *Grant of License* pursuant to clause 12 of the *Licence Agreement*.

Print name _____

Sign: _____

Date: _____